



Board of Regents Meeting

Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska

Thursday, August 8, 2024

9:00 a.m.

Board of Regents Meeting

Agenda

2024-08-08 Agenda.docx 5

Resolutions

Consent Agenda

Academic Affairs

X-A-1

Addendum X-A-1.docx 8

X-A-2

Addendum X-A-2 2024-07-16.docx 10

Addendum X-A-2 2024-07-16 Supporting Materials.pdf 11

Administrative Agenda

Academic Affairs

XI-A-1

Addendum XI-A-1 2024-07-16.docx 20

Addendum XI-A-1 2024-07-16 Supporting Materials.pdf 21

XI-A-2

Addendum XI-A-2 2024-07-16.docx 100

Addendum XI-A-2 2024-07-16 Supporting Materials.pdf 101

XI-A-3

Addendum XI-A-3 2024-07-16.docx 116

Addendum XI-A-3 2024-07-16 Supporting Materials.pdf 117

XI-A-4

Addendum XI-A-4 2024-07-31.docx 140

Addendum XI-A-4 2024-07-31 Supporting Materials.pdf 141

XI-A-5

Addendum XI-A-5 2024-07-16.docx 202

Addendum XI-A-5 2024-07-16 Supporting Materials.pdf 203

Business and Finance

XI-B-1

Addendum XI-B-1 2024-07-24 FINAL.docx 212

XI-B-2

Addendum XI-B-2 2024-07-24 FINAL.docx 215

XI-B-3

Addendum XI-B-3 2024-07-16 Agenda Item.docx 217

Addendum XI-B-3 2024-07-16 Campus and School Agreement.docx 218

Addendum XI-B-3 2024-07-16 Program Signature Form.docx	228
Addendum XI-B-3 2024-07-16 Enrollment for Education Solutions.docx	230
XI-B-4	
Addendum XI-B-4 2024-07-16.docx	240
XI-B-5	
Addendum XI-B-5 2024-07-16.docx	241
XI-B-6	
Addendum XI-B-6 2024-07-16.docx	242
XI-B-7	
Addendum XI-B-7 2024-07-24.DOCX	244
XI-B-8	
Addendum XI-B-8 2024-07-31 Agenda Item.docx	245
Addendum XI-B-8 2024-07-31 Contract.docx	246
XI-B-9	
Addendum XI-B-9 2024-07-16.docx	251
Addendum XI-B-9 2024-07-31 Statement.docx	253
XI-B-10	
Addendum XI-B-10 2024-07-16 Agenda Item.docx	270
Addendum XI-B-10 2024-07-23 Contract.docx	271
XI-B-11	
Addendum XI-B-11 2024-07-23.docx	276
XI-B-12	
Addendum XI-B-12 2024-07-23 Agenda Item.docx	278
XI-B-13	
Addendum XI-B-13 2024-07-23 Agenda Item.docx	280
Addendum XI-B-13 2024-07-24 Contract.pdf	282
XI-B-14	
Addendum XI-B-14 2024-07-16.docx	290
Executive	
XI-C-1	
Addendum XI-C-1 2024-07-23.docx	291
Addendum XI-C-1 2024-07-23 Support Materials.docx	292
Reports	
XI-D-1	
Addendum XI-D-1 2024-07-16.docx	299
XI-D-2	
Addendum XI-D-2 2024-07-16.docx	300
XI-D-3	

Addendum XI-D-3 2024-07-16.docx	301
XI-D-4	
Addendum XI-D-4 2024-07-16.docx	302
XI-D-5	
Addendum XI-D-5 2024-07-23 Agenda Item	303
Addendum XI-D-5 Letter_R.pdf	305
Addendum XI-D-5 Agreement _R.pdf	306
XI-D-6	
Addendum XI-D-6 2024-07-16.docx	343
XI-D-7	
Addendum XI-D-7 2024-07-16.docx	345
Additional Business	
Minutes for Approval	
MINUTES - 2024-06-20 - DRAFT.docx	346

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Thursday, August 8, 2024
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON JUNE 20, 2024
- IV. PRESENTATIONS
2024 President’s Excellence Awards
 - *Outstanding Research and Creative Activity Award: Kristen Olson, Ph.D.
Jonathan Vennerstrom, Ph.D.*
 - *Outstanding Teaching and Instructional Creativity Award: Phani Tej Adidam, Ph.D.*
 - *Innovation, Development, and Engagement Award: Benson Edagwa, Ph.D.*
 - *Faculty IP Innovation and Commercialization Award: Carrick Detweiler, Ph.D.*
 - *Inclusive Excellence Collaboration Award: The Digital Accessibility Collaboration, UNL*
 - *University-wide Departmental Teaching Award: Physical Therapy Program, UNMC*
- V. KUDOS
 - Tyler Pierce Panowicz, University of Nebraska at Kearney*
 - Craig Chandler, University of Nebraska-Lincoln*
 - Susan Blumel, University of Nebraska Medical Center*
 - John Ingraham, University of Nebraska Medical Center* **UPDATED**
 - Sarah McGrath, University of Nebraska at Omaha*
- VI. RESOLUTIONS
- VII. HEARINGS
- VIII. PRESIDENT’S REMARKS
- IX. PUBLIC COMMENT
The Standing Rules of the Board provide that any person who gives 24 hours’ notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President’s Personnel Recommendations, Addendum X-A-1 **UPDATED**
 - 2. Approve the monitoring report required by the Nebraska Coordinating Commission for Postsecondary Education (CCPE) and approve forwarding the program monitoring report to the CCPE, Addendum X-A-2

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve amendments to the University of Nebraska Student Code of Conduct, Addendum XI-A-1

University of Nebraska-Lincoln

2. Approve the establishment of a new undergraduate certificate in Esports Media and Communication in the College of Journalism and Mass Communications at UNL, Addendum XI-A-2
3. Approve the establishment of a new undergraduate certificate in Wildlife Habitat Management administered by the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL, Addendum XI-A-3

University of Nebraska at Omaha

4. Approve the establishment of a Bachelor of Science (BS) in Artificial Intelligence (BSAI) administered by the Department of Computer Science in the College of Information Science and Technology at UNO, Addendum XI-A-4

University of Nebraska at Omaha/University of Nebraska Medical Center

5. Approve the transition of the Master of Science (MS) in Biomedical Informatics, jointly delivered by UNO and UNMC, to being administered solely by UNO, hence deleting the UNMC offering, Addendum XI-A-5

B. BUSINESS AND FINANCE

Biennial Budget Request

1. Approve the 2025-2027 Biennial Budget Request for the University of Nebraska, Addendum XI-B-1
2. Approve the 2025-2027 Biennial Budget Request for the Nebraska College of Technical Agriculture, Addendum XI-B-2

University of Nebraska

3. Approve and authorize execution of a three-year Microsoft Campus Agreement for the University of Nebraska with Dell as the reseller, Addendum XI-B-3

University of Nebraska-Lincoln

4. Approve budget increase and municipal funding partnership for the Westbrook Music Building Replacement project at UNL, Addendum XI-B-4
5. Approve the naming of the new feedlot center at UNL located at the Eastern Nebraska Research, Extension and Education Center near Mead, Nebraska the "Klosterman Feedlot Innovation Center", Addendum XI-B-5
6. Ratify Amendment 1 to the Standard Form Construction Agreement Between Owner and Construction Manager (CMR) for construction and extended preconstruction services for the Lied Center for Performing Arts Renovation and Addition at UNL, Addendum XI-B-6
7. Approve naming of the plaza adjacent to the Osborne Legacy Complex the "Sandhills Global Plaza", Addendum XI-B-7
8. Approve and authorize execution of an amendment to the multimedia rights agreement with Playfly, Addendum XI-B-8

University of Nebraska Medical Center

9. Approve the Program Statement for Project Health at UNMC, Addendum XI-B-9
10. Approve and authorize execution of the Midtown Medical Center Bikeway Connection Interlocal Cooperation Agreement with the City of Omaha, Addendum XI-B-10

11. Approve the Thermal Energy Storage Infrastructure Project at UNMC, Addendum XI-B-11
12. Ratify the Standard Form Construction Agreement with Valley Corporation for the Saddle Creek Public Improvements project at UNMC, Addendum XI-B-12
University of Nebraska at Omaha
13. Approve and authorize execution of an amendment to the License to Manage and Operate University Dining Services Contract with Sodexo America, LLC at UNO, Addendum XI-B-13
University of Nebraska at Kearney/University of Nebraska Medical Center
14. Approve and authorize execution of Standard Form Construction Agreement with AVI-SPL for the UNK/UNMC Douglas A. Kristensen Rural Health Education Complex at UNK, Addendum XI-B-14

C. FOR INFORMATION ONLY

1. Amendments to Sections 1.3 and 1.4 of the Standing Rules of the Board of Regents related to establishment of an Athletic Affairs Committee, Addendum XI-C-1

D. REPORTS

1. Report on contract between Nebraska Athletics and Anthony Travel, LLC, Addendum XI-D-1
2. Report on naming of features within the new feedlot center at UNL located at the Eastern Nebraska Research, Extension and Education Center near Mead, Nebraska the “JBS Cattle Barn 1”, the “JBS Cattle Barn 2”, and the “Greater Omaha Packing Cattle Handling Facility”, Addendum XI-D-2
3. Intermediate Design Report: Residence Hall building at UNMC, Addendum XI-D-3
4. Report on Budget Category Reallocation for the Durham Science Center at UNO, Addendum XI-D-4
5. Report on exercise of emergency authority in RP-6.3.1, paragraph 6.b., to authorize and execute Beverage Rights Licensing Agreement with Chesterman Company at UNO, Addendum XI-D-5
6. Report on Bids and Contracts, Addendum XI-D-6
7. Report on Project Evaluation Board Pool, Addendum XI-D-7

XII. ADDITIONAL BUSINESS



BOARD OF REGENTS AGENDA ITEM SUMMARY

August 8, 2024

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.

- H. Dele Davies, M.D., Interim Chancellor (Special), University of Nebraska Medical Center, effective July 1, 2024 (\$591,262, FY, 1.00 FTE).
- Chris Kratochvil, M.D., Interim Vice President for External Relations (Special), Vice Chancellor of External Relations (Special), Chief Medical Officer (Special), Professor (Continuous), \$394,028 FY (includes \$ 294,028 base salary and \$120,000 stipend), 1.0 FTE. Add Interim Vice President for External Relations title and \$120,000 stipend effective 07/01/2024.
- David Jackson, Interim Executive Vice President and Provost (Special), effective July 1, 2024 (\$392,514, FY, 1.00 FTE).
- Jane Meza, Professor (Continuous), COPH-Biostatistics; Interim Vice Chancellor (Special), Academic Affairs; Professor (Courtesy), CON-Omaha Division; effective 07/01/2024, \$362,380 FY (includes \$55,000 annual administrative stipend), 1.00 FTE. Add Interim Vice Chancellor appointment and \$55,000 annual administrative stipend. End Interim Associate Vice Chancellor Global and Student Support (Special), Office of Global Engagement. End Interim Associate Vice Chancellor (Special), Chancellor's Support Staff. End Associate Vice Chancellor (Special), Academic Affairs; and \$25,000 annual administrative stipend.

- Kendra Schmid, Professor (Continuous), CPH-Biostatistics; Interim Associate Vice Chancellor (Special), Academic Affairs; and Interim Dean (Special), Graduate Studies; effective 7-1-24, \$262,589.10 FY (includes annual administrative stipends in the amounts of \$25,000 and \$35,000 respectively), 1.00 FTE. Change Professor salary from \$60,778; and FTE from .30. Add Interim Associate Vice Chancellor appointment; and \$25,000 annual administrative stipends); Add Interim Dean Graduate Studies appointment; and \$35,000 annual administrative stipend. End Assistant Vice Chancellor Academic Affairs appointment; and \$15,000 annual administrative stipend. End Executive Associate Dean Graduate Studies appointment; and \$20,000 annual administrative stipend.

PRESIDENT'S RECOMMENDATION

The President recommends approval of the Consent Agenda.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

August 8, 2024

AGENDA ITEM: University of Nebraska Monitoring Report as Required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (CCPE)

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

This is a report required by Regents' Policy.

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

- When the CCPE identifies a program as falling below its performance threshold standards, an in-depth review and action plan are formulated to improve the program. The Board monitors these programs annually; the CCPE specifies that such reports be submitted for evaluation at a date specified when they approve the original in-depth report.
 - The monitoring report for UNO's BS in Black Studies is due to the CCPE
 - The program has had limited success in improving the number of graduates, but the coursework is very important to many of UNO's interdisciplinary majors and general education programs.
 - UNO proposes converting the major into an interdisciplinary degree by December 2024. The CCPE requires interdisciplinary degrees to have no more than two courses exclusively for such degrees; all other coursework must be cross-listed and used within other programs.
 - An average of two degrees granted per year is enough to meet the CCPE threshold for interdisciplinary majors.
 - If the monitoring report is approved by the Board and the CCPE, the next comprehensive review will be submitted to the Board and the CCPE in June 2027.

BACKGROUND INFORMATION

The University of Nebraska Degree Monitoring Reports are required by Neb. Rev. Stat. § 85-1414(5) and are periodically required to be forwarded to the CCPE.

RECOMMENDATION

The President recommends approval.



To: David Jackson, Vice Provost, University of Nebraska System

From: Phil He, Senior Vice Chancellor, University of Nebraska Omaha

Date: June 14th, 2024

Re: UNO Black Studies Program

Following the submission of the 2024 monitoring report for the B.S. in Black Studies, UNO was asked to provide additional information on the program. This memo provides additional programmatic data and information on the degree program's nature, alumni journeys, and its future.

Black Studies Program Data

Year	Degrees awarded	Majors	Minors	SCH produced
2018-19	3	13	30	2,481
2019-20	5	15	40	2,161
2020-21	4	18	38	2,828
2021-22	4	14	45	2,178
2022-23	1	15	53	2,802
2023-24 (est.)	3	9	41	2,496

Black Studies Academic Program Information

What is the value of an academic program in Black Studies? Black Studies is fundamental to the historical and contemporary understanding of human populations throughout time and space. The discipline includes African people as global citizens and connects African populations to global cultural developments and civilizations. Most importantly, the discipline of Black Studies teaches students critical thinking skills, expands students' worldviews, and helps students position themselves as global citizens.

The Black Studies program at UNO measures critical thinking skills and other benefits of the discipline through student research projects and papers, writing samples and presentations, and/or off-campus curricular opportunities such as service learning, internships, study abroad, and community study projects. Through these assessments, students bridge the gap between theory and application.

What does this mean for the student that might pursue a degree in Black Studies? The discipline helps students to become better people; people who have a better fundamental understanding of who they are in the spiritual, cultural, political, economic, and social world. However, it also prepares students for successful careers. Black Studies majors complete graduate degrees in education, psychology,

communication, history, and law, and become better teachers, community planners, attorneys, corporate leaders and professors because of their grounding in the Black Studies discipline.

Due to their interdisciplinary preparation, Black Studies graduates pursue many professional opportunities. A few examples appear below:

- Kara Warner (2008) – Received a master’s degree from Concordia University in 2017. She is currently the owner of a family life education and coaching business, Manifested Purpose LLC.
- Deambra Wiseman (2010) – Works as a tax associate and team leader at H&R Block.
- Shakura Huggins (2012) – Joined AmeriCorps and worked for OPS for 10 years before joining UNO’s Thompson Learning Community team.
- Marquisha Frost (2013) – Received a Ph.D. in Higher Education Administration from Claremont Graduate University and is currently the Vice President of Strategic Engagement at Nebraska Children and Families Foundation.
- Mandla Stelly (2017) – Received a Master of Education degree in Social Studies from the University of Minnesota and is currently pursuing an Ed.D. in Educational Leadership and Administration from Concordia University – St. Paul.
- Karieta Walker (2017) – Founded and currently serves as executive director of Chocolate Lifesavers, an organization focused on black maternal and infant mortality based in Kansas.
- Clarice Dombeck (2021) – Serves as a community organizer and urban planner at the Fabric Lab. She is currently pursuing a master's degree in urban studies at UNO. Dombeck is currently running for Regional Metro Transit Authority in Subdistrict 2.
- Kaia Phelps (2021) – Graduated from Creighton Law in May 2024. Phelps is currently preparing to take the Nebraska bar exam.
- Aaron Ossino (2024) – Will be pursuing an M.S. in Industrial/Organizational Psychology at UNO and working towards a career in human resources or data analytics.
- Camilia Mendoza (2009) had this to say about the impact of the program on her personal and career trajectory:

My journey through the Black Studies program was transformative and instrumental in shaping my academic and professional trajectory. It provided me with a comprehensive

understanding of African-American history, culture, and societal contributions, thereby enhancing my cultural competence and worldview. The courses I undertook challenged me to critically examine issues of race, identity, and social justice, fostering a deep appreciation for diversity and inclusion.

Moreover, the Black Studies program laid the foundation for my continued education and career pursuits. Inspired by the program's teachings and insights, I pursued a Master of Science in Counseling from Southern Methodist University and am currently enrolled in a PhD program in Marriage and Family Counseling. I am proud to hold dual licensures as a Licensed Chemical Dependency Counselor and Licensed Marriage and Family Therapist. The knowledge and perspectives gained from the Black Studies program have been invaluable in my counseling practice, enabling me to better understand and serve diverse populations with empathy and cultural sensitivity.

Future of Black Studies at UNO

The department is committed to expanding their programming through the North Omaha Initiative, detailed in the 2024 monitoring report, and partnering with other undergraduate degree programs popular with Black Studies majors, such as psychology, sociology, counseling, social work, criminal justice, and business. However, given the enrollment challenges currently facing the undergraduate degree, UNO is committed to transitioning the program to an interdisciplinary major, using UNO's Latino/Latin American Studies major as a model. This approach will allow UNO to continue to offer the Black Studies major, crucial to our metropolitan mission, while meeting CCPE guidelines. The proposed timeline for fully transitioning Black Studies to an interdisciplinary major is as follows:

- June – Run course inventory of all BLST courses in the catalog. Identify cross-listed courses and those housed exclusively in the Department of Black Studies.
- Summer/early fall – Identify two courses to maintain in the academic program. Determine which course will be deactivated or housed in other cooperating academic units.
- August – Deactivate targeted classes. Initiate conversations with other units and begin the administrative process of requesting changes to cross-listed courses.
- September – Revise the major's program pages to initiate the conversion of the major to an interdisciplinary program. Continue to request changes to cross-listed courses.

- **October** – Submit the revisions to the program proposal to the College of Arts and Sciences Educational Policy Committee for their October meeting. Finalize any remaining changes to cross-listed courses.
- **November** – The revised program moves to UNO’s Educational Policy Advisory Committee for review and approval at their November meeting.
- **December** – The revised program is presented to UNO academic deans for approval.
- **January** – Submit the revised catalog pages for the 2025-2026 undergraduate catalog.

**University of Nebraska at Omaha (UNO)
Annual Program Monitoring Report to the Board of Regents
Bachelor of Science (BS) in Black Studies**

Last Action by the University of Nebraska Board of Regents (BoR):

June 25, 2021 – The BoR approved continuing the BS in Black Studies and forwarding the in-depth report and monitoring plan to the CCPE.

Last Action by the Nebraska Coordinating Commission for Postsecondary Education (CCPE):

December 2, 2021 – The CCPE approved continuation of the program; the next program review will be due to the CCPE in June 2024.

Next Action Due:

A monitoring report, for both the BoR and CCPE, should be submitted to the Provost's Office by April 22, 2024 for the June 20, 2024 BoR agenda.

Signed: _____

(Chief Academic Officer or designated representative)

4/22/24

(Date)

Please provide the following:

1. Degrees Awarded:

2018-19	2019-20	2020-21	2021-22	2022-23	5-year average	2023-2024 (estimated)
3	5	4	4	1	3.4	3

2. Majors (formal enrollments, including double majors):

2018-19	2019-20	2020-21	2021-22	2022-23	5-year average	2023-2024 (estimated)
13	15	18	14	13	14.6	13

3. Progress towards full implementation of strategies outlined in the in-depth report:

The program leadership has continued to engage in planning strategies to expand enrollment. This report updates the strategies outlined in last year's monitoring report. These include a) clarifying the process for students to double major, and b) connecting with learning communities, and c) reviewing and revising the Introduction to Black Studies course. Specific action steps are elaborated below.

- A. Clarifying the process for students to double major. The program worked with the Associate Dean for Social Sciences and the Assistant Dean for Student Success to develop student-friendly language that clarifies how students can double major in Black Studies. This information has been published in the department's promotional and advising materials.
 - B. Connecting with and strengthening the relationship with avenues that generate first-year students, including the Thompson Learning Community. Per last year's report, the enrollment in Exploratory Studies was not sufficient to warrant offering a sheltered section of BLST 1000. The collaboration with the Thompson Learning Community allows first year students to take "sheltered" sections of BLST 1000, Introduction to Black Studies. Connecting with first year TLC students exposes them to Black Studies as they navigate their choice of a major.
 - C. Reviewing and revising the Introduction to Black Studies course: Since the last report, instructors have made significant progress on course redevelopment for BLST 1000. This course redevelopment is almost complete and will be available for instructors by Fall 2024. Once again, the expectation is that these actions will contribute to increased interest in Black Studies as a field of study. The department leadership anticipates sharing the BLST 1000 course syllabus with area high schools and middle schools with the goal of dual enrollment.
4. Additional strategies employed (if any) to ensure the CCPE's degrees-awarded threshold is achieved:

This past year, the department began to implement additional strategies, which include a) increasing recruitment efforts, b) expanding engagement on campus and in the community, and c) increased assessment and mentoring strategies. Again, specific action steps are elaborated below:

- A. Increasing recruitment efforts at Omaha schools: The department leadership has participated in area events focused on recruitment. For example, the department attended the African American Professionals Day and Career Fairs at Omaha North High School in March 2023, and at UNO in October 2023. The department also participated in the P4K Futures Fair at UNO in Feb 2024. Collectively, these three events drew thousands of middle and high school students and increased opportunities to explain the importance of the discipline and value of the degree to these students.
- B. Expanded community engagement: The department leadership has developed a community advisory board consisting of adjunct faculty and community stakeholders. The department continues to have significant engagement on campus and beyond through target engagement opportunities. For example, they participated in the 2023 community Juneteenth parade and Omaha Freedom Festivals, as well as the Terrence "Bud" Crawford celebratory parade in August 2023.

The North Omaha Initiative is a second community engagement strategy implemented by program leadership that will offer UNO courses at Urban League of Nebraska, located in North Omaha. This campus-wide Initiative is designed to a) increase enrollment of African American students on UNO's campus, b) increase

awareness of UNO's Department of Black Studies, and c) increase Black Studies majors and minors. There are four courses scheduled for Fall 2024, and we anticipate offering five courses in that space in Spring 2025.

- C. Increased assessment and mentoring strategies: Department leadership and senior faculty have developed surveys and assessment protocols for the discipline with strategies that are designed to increase majors and minors. In addition, there are now monthly engagement meetings with majors and regular meetings with minors are planned.



April 26, 2024

Jeffrey P. Gold, M.D.
Executive Vice President and Provost
University of Nebraska
127 Varner Hall
3835 Holdrege Street
Lincoln, NE 68583

Dear Dr. Gold,

I am writing to express my support for the continuation of the Black Studies program at the University of Nebraska at Omaha (UNO). As an integral part of our university's metropolitan mission, the Black Studies program embodies a profound connection to Omaha's African American community, both past and present. The roots of the Black Studies program trace back to a pivotal moment in our university's history when students demanded an end to racism and inequity on campus. Following a series of impassioned protests, which included the arrest of the now famous Omaha 54, the Black Studies program emerged in 1971. It was, and remains, the only Black Studies program in the State of Nebraska.

Despite its modest size, the Black Studies program has wielded significant influence, drawing ardent support from the Omaha community. For example, in 1984, when the university proposed converting the department to a program, the community rallied in support of the department and its faculty. Hundreds of community members attended a special Board of Regents meeting on the topic, and the Omaha Chapter of the NAACP threatened to urge black athletes not to attend UNL should the UNO's Black Studies Department move to programmatic status. While this was 40 years-ago, the department still holds an important place in the heart of the Omaha community.

I am particularly encouraged by the program's critical leadership of several ongoing efforts to forge productive partnerships throughout our community, including the North Omaha Initiative, a commendable initiative with the Urban League of Nebraska aimed at enhancing recruitment efforts and fostering stronger ties with North Omaha. Though a small department with only four dedicated full-time faculty members and additional part-time instructors, the Black Studies program is an essential part of various interdisciplinary programs across our university and is also an important part of UNO's general education curriculum. The faculty collectively offer courses in history, psychology, medical humanities, communications, and in the Master of Arts in Critical and Creative Thinking programs. Faculty productivity within the program is quite high as evidenced by the nearly 2,500 SCH generated annually and maintaining an SCH/FTE ratio of nearly 400.

However, as we confront the challenges of maintaining a small yet essential program, I am committed to exploring innovative solutions that preserve the integrity of the Black Studies curriculum while ensuring its sustainability for future generations. One potential avenue for consideration is the exploration of interdisciplinary approaches, akin to successful models adopted by other programs such as Latino and Latin American Studies and Women and Gender Studies. By leveraging our collective experiences and engaging in dialogue with leaders facing similar enrollment challenges, I am confident that we can identify creative solutions to uphold the vital mission of the Black Studies program at UNO.

In conclusion, I urge the continuation of the Black Studies program while UNO considers significant structural solutions that will allow us to preserve the important curriculum, spaces, and initiatives offered through the Department of Black Studies that are essential to our urban metropolitan mission.

Sincerely,

A handwritten signature in black ink, appearing to read 'Phil He', written over a light blue horizontal line.

Phil He, PhD
Senior Vice Chancellor

cc: Matt Tracy
Melanie Bloom



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

August 8, 2024

AGENDA ITEM: Proposal to approve revisions to the University of Nebraska Student Code of Conduct

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

This is a report required by Regents' Policy.

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

When initially approved as a single system-wide Student Code of Conduct, the code language required a review at least every four years. The proposed revisions were developed by the General Counsel's Office with input from each campus. Revisions primarily focus on clarifying language related to academic integrity, improving procedures, and outlining processes specific to student organizations.

BACKGROUND INFORMATION

The Board established and approved a single system-wide Student Code of Conduct on August 14, 2020.

RECOMMENDATION

The President recommends approval.

University of Nebraska

Student Code of Conduct (“Code”)

Students at the University of Nebraska are members of an academic community in which academic integrity and responsible conduct are essential for the community to function. -To ensure that students know what is expected of them, the University has adopted the Standards of Academic Integrity and Responsible Conduct (“Standards”).

- Section I - Persons & Organizations Subject to the Standards
- Section II - Standards of Academic Integrity and Responsible Conduct
- Section III - University Responses to a Violation of the Standards
- Section IV - Enforcement of Standards
- Section V - ~~Temporary Suspension~~Interim Measures
- Section VI - Miscellaneous Procedural Matters

All allegations of sexual misconduct, including sexual harassment under Title IX of the Education Amendments of 1972 (Title IX), sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, or stalking are investigated and addressed following the procedures set forth in Executive Memorandum No. 38.

SECTION I

Persons & Organizations Subject to the Standards

A. Students

1. The term “student” includes all persons enrolled at the University, including online and non-degree seeking individuals.
2. All students are subject to the Standards of Academic Integrity and Responsible Conduct as set forth in this Code while they are enrolled as an undergraduate student or a graduate student
3. For purposes of the Standards, a student is considered to be enrolled starting one (1) week before the first day of classes of the first semester or session for which the student has registered for classes, or when the student engages in University sponsored activities whichever occurs first. -A student’s enrollment ends when the student graduates, ~~withdraws from the University~~, or fails to register for classes for three (3) consecutive semesters, with summer term considered to be a semester, or no longer has a continuing student relationship with the University.
4. As a general rule, the Standards do not apply to graduate students when the graduate students are fulfilling their employment responsibilities, —but the Standards of Academic Integrity apply to conduct that is related to the courses in which graduate students are enrolled. –Further, as a general rule, the Standards apply to graduate students with

assistantships, but they do not apply to conduct that is related to teaching responsibilities. Therefore, the Standards do not affect graduate student academic freedom.

- a. The Standards of Responsible Conduct apply to students enrolled at the College of Law, but students at the College of Law are subject to the Law College Honor Code and not the Standards of Academic Integrity set forth in this Code.
- b. The Standards of Responsible Conduct do not apply to post-doctoral fellows and medical/health profession residents not enrolled in credit courses.

5. Students who are accused of committing a violation of the Standards while they are enrolled at the University may still be held responsible for the violation even if they later withdraw from the University prior to a resolution of the alleged violation.

B. Organizations

The Standards apply to recognized student organizations, which are organizations that have been authorized by the University to use University facilities. Any student organization that is registered with the University, including student clubs, student organizations operating online, and fraternities and sororities, or similar programs, is a recognized student organization for purposes of the Code.

C. Effect on Academic Sanctions

The University may address academic misconduct through proceedings under the Code as well as through proceedings implemented by an instructor or academic department. Specifically, imposition of academic sanctions on a student by an instructor or academic program does not prevent the University from instituting proceedings against the student under the Code.

In addition, the Code does not prevent an academic program from imposing academic sanctions on students who engage in unprofessional conduct as defined by program specific policies or professional licensure requirements.

D. Locations in which the Standards Apply

1. The term “on-campus” includes all University premises, including all University of Nebraska locations; physical campuses, including all adjacent streets and sidewalks, and any University affiliated programs; events or activities, including those located in other states or countries; and the use of any University electronic systems. The term “off-campus” means any location that is not on-campus.
2. The Standards of Academic Integrity apply regardless of where the conduct occurs.
3. The Student Code of Conduct applies to conduct that occurs on-campus and, in the situations set out below, to conduct that occurs off-campus.

- a. ~~a.~~ Pursuant to Regents By-Law 5.5, the Student Code of Conduct should not be applied as a matter of course to off-campus conduct simply because the conduct also violates federal, state, or local law.
- b. The Student Code of Conduct applies to conduct that occurs off-campus in the following situations:
 - i) ~~i)~~ The Code states that it applies to conduct that occurs off-campus.
 - ~~ii)~~
 - ii) The conduct occurs in or on the grounds of a university-approved housing unit.
 - ~~iii)~~
 - iii) The conduct occurs at events or during travel authorized, funded, or sponsored by the University.
 - ~~iv)~~
 - iv) The conduct occurs at events or during travel funded or sponsored by a student organization.
 - ~~v)~~
 - v) The conduct poses a risk to the health and safety of individuals and application of the Code is reasonably necessary to educate the student about the risks of the conduct or to help the student avoid engaging in the conduct in the future.
 - ~~vi)~~
 - vi) The conduct poses a serious risk to the health or safety of individuals and is of the type that the student could easily engage in on-campus.
 - ~~vii)~~
 - vii) The conduct was intentional and caused, or attempted to cause, physical injury to a university employee or another student.
 - ~~viii)~~
 - viii) The conduct could, or was intended to, cause harm on-campus.
 - ix) A conduct officer:
 - (1) determines that the conduct in a particular matter distinctly and clearly implicates the University's interests;
 - (2) prepares a written explanation of the interests and how the conduct implicates them; and
 - (3) provides the written explanation to the student or student organization.

SECTION II
Standards of Academic Integrity and Responsible Conduct

The Standards are all structured in the same way. -They contain a general category of conduct that violates the Code, followed by a list of specific types of conduct. -The list is not

exhaustive and does not reflect all conduct that may be in violation of the Code. – The word “include(s)” before a list should be read as saying that the types of conduct in the list are *examples* of conduct that is covered by the general category rather than an exclusive list. –For example, the first violation that appears below is “Cheating.” The words “which includes” come next, followed by ten (10) examples. –If a student engages in conduct that is similar to those examples and that people would normally think of as cheating, then that student has engaged in cheating in violation of the Code.

The **wordsword** “means” before a list should be read as saying that the general category covers only the types of conduct in the list. –In other words, the list is *exclusive*. –For example, one of the general categories is “Hazing Students,” **or Individuals.**” The words “which means” come next, followed by a definition and **threefour** situations in which hazing may occur. – A student may be found responsible for Hazing under the Code only if the conduct occurs in one of those **threefour** situations.

Nothing in the Standards of Responsible Conduct may be construed to apply to conduct or words that are protected by the First Amendment to the United States Constitution or by Article I of the Nebraska Constitution. –Likewise, nothing in the Standards of Responsible Conduct may be construed in a manner that is inconsistent with the Board of Regents Policy, *Commitment to Free Expression; Guide for Facilities Use; and Education*. –[link; update name and link as necessary]

A. Standards of Academic Integrity

Students are expected to approach and complete their academic work with integrity. –They are expected to do their own work, to be honest in the statements they make, to refrain from harming others, to refrain from improperly helping others, and to follow the rules. –Students must read instructions and syllabi carefully so that they know what their instructors expect in terms of academic integrity.

Students who are unsure whether or not particular conduct is appropriate should ask their instructors or university administrators. –Failing to act with integrity is a violation of the Code. – A student fails to act with integrity when they engage in or attempt to engage in any of the following conduct.

1. ***Cheating***, which includes, but is not limited to:
 - a. Copying from another student’s exam, assignment, or project.
 - b. Using materials **or resources** during an exam or for an assignment that are not authorized by the instructor.
 - c. Using devices during an exam that are not authorized by the instructor.
 - d. Taking any materials out of the exam room (for example, the exam itself or scratch paper) that the exam instructions prohibit students from taking.

- e. Making an electronic copy of part or all of an exam, unless the instructions authorize making a copy.
- f. Possessing a copy of an exam or assignment that the student knows or should have known that they are not authorized to have.
- g. Working on an exam or assignment with someone else, unless group work has been authorized by the instructor.
- h. Taking an exam for another student, or allowing their exam to be taken by someone else.
- i. Taking all or part of work that someone else or an entity prepared and submitting it as one's own.
- j. Taking all or a substantial part of an-a previously submitted assignment submitted for one course and submitting it in the same course or another course, without the authorization of the instructor for that course.

2. ***Dishonesty, Falsification, and Fabrication***, which includes, but is not limited to:

- a. Making false statements to avoid taking an exam or submitting an assignment at the scheduled time.
- b. Making false statements to avoid a penalty for failing to take an exam or submit an assignment at the scheduled time.
- c. Making up or purposefully misstating information or sources in any assignment or research project.
- d. Engaging in plagiarism by presenting the words or ideas of another person or entity as one's own.
- d.e. Making changes to a graded exam or assignment and then representing that the changes were part of the original exam or assignment.

3. ***Harmful Academic Action Towards Others***, which includes, but is not limited to:

- a. Interfering with another person's research or academic work.
- b. Knowingly making false charges that another student violated these Standards.

4. ***Improperly Helping Others***, which includes, but is not limited to:

- a. Helping another student on an exam or an assignment when the student is not authorized to receive help.
- b. Knowingly helping another student violate these Standards, including, but not limited to, sharing an instructor's teaching materials without permission.

~~Unauthorized distribution~~

- c. Distribution, electronically or otherwise, of an instructor's course materials without the express permission of the instructor.

5. ***Failing to Follow the Rules***, which includes, but is not limited to:

- a. Failing to follow the instructions of an exam proctor.
- b. Failing to follow testing center rules.

- c. Failing to follow academic integrity policies outlined in a course syllabus.

B. Standards of Responsible Conduct

Students are expected to conduct themselves responsibly. - Students must remember that they are members not only of the University community but also of the community in which the University is located. -This means that students are expected to make responsible decisions about the use of drugs and alcohol, to behave appropriately as a member of the academic community, and to refrain from conduct that threatens the safety of the community.

Failing to act responsibly is a violation of this Code. -Engaging in any of the following conduct is considered a failure to act responsibly:

1. ***Using, Possessing, Manufacturing, Selling, or Distributing Illegal Drugs, Narcotics or Controlled Substances, except as expressly permitted by law.***
2. ***Using, Possessing, Selling, or Distributing Prescription Drugs when not legally permitted or authorized.***
3. ***Using, Possessing, or Distributing Drug Paraphernalia.***
4. ***Being in the physical presence of unauthorized alcohol or in the physical presence of illegal drugs***, which includes, but is not limited to:
 - a. ~~a.~~—Being in a residential room of a University residence hall or university-approved housing in which illegal drugs or unauthorized alcohol are present.
 - b. Being on campus in a vehicle in which illegal drugs or alcohol are being used.

~~c.~~ Being off campus on University approved activities, or otherwise representing the University, in which illegal drugs or unauthorized alcohol are present.

~~e.d.~~ Being in the presence of illegal drugs or unauthorized alcohol in these locations may not be a violation if the student establishes they were unaware of the presence of illegal drugs or unauthorized alcohol.

5. ***Misuse of Alcoholic Beverages***, which includes, but is not limited to:

a. ~~a.~~ Using, possessing, manufacturing, or providing alcoholic beverages on campus without University authorization.

~~b.~~

b. Being intoxicated to the point of becoming incapacitated or posing a danger to oneself or others.

~~e.~~

~~c.~~ Driving while under the influence of alcoholic beverages or drugs in violation of law.

d. Possessing or consuming alcoholic beverages while under the age of twenty-one (21), except when expressly permitted by law.

6. ***Providing Alcoholic Beverages to Underage Students/Individuals at Off-Campus Parties and Events***, which includes, but is not limited to:

a. ~~a.~~ Providing alcoholic beverages to underage individuals.

~~b.~~

b. Making alcoholic beverages available on premises that the students control when they know that underage individuals are likely to be present, the beverages are left in a place easily accessible to underage individuals, and some or all of the beverages are consumed by underage individuals.

i) A student will be considered to have control of premises if they were on the premises at the time alcoholic beverages were furnished to underage individuals and

(1) they are the lessee or owner of the premises;

(2) they obtained authorization from the lessee or owner to use the premises; or

(3) they have legal access to the premises.

ii) A student will be considered the lessee if they lease the premises for any purpose, regardless of the length of the lease.

c. ~~e.~~ Purchasing or delivering alcoholic beverages for an event where some or all of the beverages are consumed by underage individuals when

the student knew that underage individuals would likely be present and that the alcoholic beverages would likely be easily accessible to them.

- d. Putting out alcoholic beverages at an event where some or all of the beverages are consumed by underage individuals when the student knew that underage individuals would likely be present and that the alcoholic beverages would likely be easily accessible to them.

7. *Engaging in, or attempting to engage in, behavior that may cause harm to an individual or property*, which includes, but is not limited to:

- a. ~~a.~~ Physical abuse or unwelcome contact, such as hitting, pushing, kicking, choking, biting, or spitting.
- b. ~~b.~~ Threatening to commit an act of violence ~~for the purpose of terrorizing another~~ that would seriously terrify, threaten, or intimidate a reasonable person or persons.
- e. ~~c.~~ Threatening another person with imminent physical harm.
- d. ~~d.~~ Restraining another person, without legal authority to do so unless it can be shown that there was a reasonable basis to believe that restraining the person was necessary to protect the restrained person, self, or others from physical harm.
- e. ~~e.~~ Harassing another person, by intentionally engaging in a course of conduct that serves no legitimate purpose and that would seriously terrify, threaten, or intimidate a reasonable person.
- f. ~~f.~~ Harassing another person due to their status as a member of a protected class in a manner that is so severe, persistent, or pervasive as to limit or deny a reasonable person's ability to participate or benefit from the University's programs, activities, or employment.
- g. ~~g.~~ Taking pictures or making recordings of another person without the person's consent in any place where a person would have a reasonable expectation of privacy, including, but not limited to: the person's bedroom; in the person's living quarters in a residence hall; in a locker room; or in a restroom.
- h. ~~h.~~ Taking without permission, destroying, damaging, or vandalizing property that belongs to the University, to University employees, to a student organization, or to others.
- i. ~~i.~~ Taking money without permission that belongs to others.
- j. ~~j.~~

- j. Accessing, transferring, altering, or destroying without authorization electronic files or devices that belong to the University, or other persons.
- k. Taking, duplicating, or using the identification card, keys, or credentials of another without authorization.
- l. Failing to comply with the campus tobacco policy.

8. ***Engaging in Conduct that Disrupts Classes, University Operations, Activities, or Order***, which includes, but is not limited to:

- a. Interfering with an instructor's ability to conduct class by failing to follow the instructor's rules or instructions regarding behavior.
- b. Being present in a location on campus without proper authorization.
- c. Obstructing, impeding, or blocking entrances to or hallways in University buildings, roads, sidewalks or windows on campus, or entrances to campus.
- d. Yelling, screaming, or making loud noises with bullhorns or other such devices.
- e. Engaging in protests, sit-ins, or demonstrations at times or in locations where those kinds of activities are not permitted.

9. ***Failing to Comply with University Housing Policies***, which means:

- a. Violating any student housing unit policy or regulation whether as a resident or visitor. Visit [campus housing website] for applicable policies and regulations.

10. ***Hazing Students or Individuals***, which means:

- a. Any action taken or situation created that intentionally or recklessly endangers the physical or mental health or safety of a student or other individual or which destroys public or private property when that activity is performed:
 - i) ~~i)~~ in the course of a student organization member considering the student or other individual for membership, continued membership, or affiliation with the organization;
 - ii) in the course of a student organization considering the student or other individual for membership, continued membership, or affiliation with the organization; ~~or~~
 - iii) ~~iii)~~

iii) in response, either in whole or in part, to an expression of interest by the student or other individual in becoming a member of the organization; or

~~b. —~~ iv) during the course of student organization activities when a power differential exists.

- b. Hazing is a violation regardless of whether it occurs on or off campus.
- ~~e. —~~
- c. Permission or approval of the student or other individual being hazed is not a defense to hazing.
- d. Examples of hazing activity include, but are not limited to, paddling, beating, or branding a studentan individual, depriving a studentan individual of sleep for a prolonged period, sexually penetrating a studentan individual or touching the studentindividual in a lewd manner, subjecting the studentindividual to prolonged exposure to the elements, depriving the studentindividual of food or water, activities that unreasonably interfere with academic pursuits. leaving the studentindividual in a remote location without a means of return, subjecting the studentindividual to conduct designed to shock the student,individual or having the studentindividual engage in criminal conduct, engage in humiliating conduct, perform prolonged calisthenics, consume items that are not normally consumed by people, consume items in quantities that are not normally consumed by people, or consume alcohol.

11. ***Doing Private Acts in Public***, which includes, but is not limited to:

- a. Engaging in sexual acts such as intercourse or masturbation in public, exposing one's private body parts in public, or urinating or defecating in public.

12. ***Misusing University Computer and Network Systems***, which includes, but is not limited to:

- a. Engaging in conduct prohibited by Sections 5 and 6 of the Policy for Responsible Use of University Computers and Information Systems. (Executive Memorandum 16).

13. ***Falsification***, which includes, but is not limited to:

- a. Knowingly providing false information to the University for the purpose of obtaining something of value, such as admission to the University or a University program, an award, a scholarship, an identification card, membership on an athletic team, or the use of University facilities.

- i) This Standard applies from the time of application for admission to the University, regardless of when the student actually enrolls.

14. ***Engaging in Conduct that Creates a Threat to Community Safety***, which includes, but is not limited to:

- a. ~~a.~~ Possessing weapons in violation of Campus Weapons Policies. [link; update name and link as necessary]
- ~~b.~~
- b. Using weapons to cause physical harm to others.
- ~~e.~~
- c. Possessing or using fireworks.
- ~~d.~~
- d. Making, possessing, or using false forms of identification such as driver licenses and University identification cards.
- ~~e.~~
- e. Tampering with fire or safety equipment.
- ~~f.~~
- f. Intentionally making false reports of fires, bombs, or other emergencies.
- g. Failing to comply with requests for identification or other **lawful commands/legitimate directives** from emergency personnel, police officers, or University employees that are reasonably related to the employee's job responsibilities.

15. ***Failing to Comply with any University or Campus Policy, Rule, or Regulation***, which means the violation of any University policy, rule, or regulation published in hard copy or available electronically on any University website. -Electronic copy published on any University website shall supersede hard copy.

16. ***Violation of Law***, which means:

- a. Engaging in conduct that is sufficient to constitute a violation of federal, state, or local law that causes, or could cause, harm to the campus community to the extent the University's interests are distinctly and clearly involved.

17. ***Abuse of University Disciplinary Proceedings***, which includes but is not limited to:

- a. Failing to comply with the notice from a Conduct Board or University official to appear for a meeting or hearing as part of the Disciplinary Proceedings.
- ~~b.~~
- b. Knowingly falsifying, distorting, or misrepresenting information before a Conduct Board.

- ~~e.~~
- c. Disrupting or interfering with the orderly conduct of a Conduct Board proceeding.
- ~~d.~~
- d. Filing a frivolous or knowingly false report(s).
- ~~e.~~
- e. Attempting to intimidate or coerce an individual from reporting potential violations of the Code, participating in an investigation or disciplinary proceeding, or otherwise making use of the Disciplinary Procedures.
- ~~f.~~
- f. Attempting to influence the impartiality of a member of a Conduct Board prior to, and/or during the course of, the Conduct Board proceeding.
- ~~g.~~
- g. Attempting to harass (verbal or physical) and/or intimidate a member of a Conduct Board prior to, during, and/or after a disciplinary proceeding for purposes of disruption of the conduct process.
- h. Failing to comply with the University response(s) imposed under the Student Code of Conduct.

18. ***Sexual misconduct or any other unwelcome sexual, sex based, or gender-based conduct*** which includes, but is not limited to:

- a. ~~a.~~ Sexual assault;
- ~~b.~~
- b. Sexual harassment;
- ~~c.~~
- c. Dating violence;
- ~~d.~~
- d. Domestic violence;
- ~~e.~~
- e. Stalking ~~or~~;
- ~~f.~~
- f. Sexual exploitation or;
- g. Sexual harassment under Title IX.

The definitions of terms in 18(a-g) appear in Board of Regent Policy 2.1.8. and Executive Memorandum No. 38. -All allegations of sexual misconduct, including sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and sexual exploitation are investigated and addressed following the procedures set forth in the University of Nebraska Response to Allegations of Student Sexual Misconduct, adopted pursuant to Executive Memorandum No. 38.

C. Exception for Seeking Emergency Help

Students should seek emergency help for themselves or other individuals if they have been drinking alcohol or using illegal drugs and suffer a physical injury or have problems functioning.

Those problems include difficulty walking, talking, breathing, or staying conscious. -They also include being mentally confused, having a seizure, or being cold or pale. -Students have died from alcohol poisoning and drug overdoses.- Students should seek emergency assistance by contacting 911.

The University will not take disciplinary action against students for using or possessing alcohol, if the use or possession was part of the incident for which they received emergency help or sought emergency help for another person, or if they were involved in the care of that person. The University will not take disciplinary action against students for using or possessing illegal drugs or unauthorized prescription drugs if the use or possession was part of the incident for which they received emergency help or sought emergency help for another person, or they were in the immediate vicinity of that person.

The Conduct Officer will determine if the student is eligible for this exception after meeting with the student. Students may still be charged by law enforcement officials for violations of federal, state, or local laws. -Additionally, the policy is not a means to excuse students from other violations of the Student Code of Conduct.

As a condition of not taking action against them, however, the University may require students to meet with a Conduct Officer and to participate in an alcohol or drug educational program that is designed to help increase their awareness of their alcohol or drug-related behavior.

D. Responsibility of Student Organizations

1. A student organization is responsible for conduct that the organization engaged in, facilitated, or authorized, whether expressly or impliedly. -Whether an organization engaged in, facilitated, or authorized conduct is a factual question that requires an evaluation of the totality of the circumstances to determine whether it is fair and reasonable to hold the organization itself responsible. -The relevant circumstances include, but are not limited to, the following:

- a. Whether the conduct was planned, approved, or engaged in by one or more officers or authorized representatives of the organization who were acting in their capacities as officers or authorized representatives.
- b. Whether the conduct was the result of a policy or practice of the organization.
- c. Whether a significant number of members were involved or engaged in the conduct.

- d. Whether the conduct occurred at or in connection with an activity or event funded, sponsored, publicized, or advertised by the organization.
- e. Whether the conduct occurred at a location over which the organization had control at the time of the conduct.
- f. Whether the conduct occurred at an event that reasonable people would associate with the organization.
- g. Whether the officers or authorized representatives of the organization could have reasonably foreseen that the conduct could occur and, if so, whether they failed to take reasonable steps to prevent the conduct.
- h. Whether the conduct is attributable to the organization under the organization's own policies, including local or national risk management guidelines.

SECTION III

University Responses to Violations of the Standards

If a student or student organization is found to be responsible for a violation of the Standards, the University's response may involve requirements designed to educate the student about the risks of the conduct, to assist the student in refraining from the conduct in the future, or to protect others. -The University's response may also involve sanctions to the student or the student organization for engaging in the conduct and to deter the student or student organization from engaging in the conduct in the future.

A. University's Response

- 1. The University's response may include one (1) or more of the following:
 - a. **Written Warning**
 - i) ~~This is a warning by a Hearing Officer or the University Conduct Board that the~~ The student or student organization receiving the warning committed a violation of the Standards and ~~that~~ future violations may result in a harsher response.
 - ii) The warning may also include advice on steps that the student or student organization may take to avoid future violations.
 - b. **University Probation for a specified period of time**
 - i) ~~i) —~~ University Probation may include conditions that must be satisfied.

- ii) ~~ii)~~ The conditions must be reasonably related to the violation or the reasons for the violation.
 1. ~~(1)~~ Examples of conditions for students include the completion of educational programs and behavioral evaluations.
 2. ~~(2)~~ Examples of conditions for student organizations include completing educational programs and adopting policies and procedures to minimize the risk of ~~the~~ wrongful conduct occurring in the future. Other examples include not engaging in specified recruitment practices, holding specified events, or participating in specified events.
- iii) ~~iii)~~ The failure to satisfy a condition of probation may be treated as an independent violation of the Standards of Responsible Conduct.
- iv) ~~iv)~~ A violation of the Standards while a student or student organization is on probation may result in a more severe response to the new violation than if the new violation was considered in isolation.

d. Expulsion from University Housing

- i) The student is permanently barred from living in or being present on the premises of any University residence hall or housing unit.

e. Suspension from University Housing

- i) ~~i)~~ The student may not live in or be present on the premises of any University residence hall or housing unit for a specified period of time.
- ii) Conditions may be imposed on the student returning at the end of the specified period, but any such conditions must be reasonably related to the reasons for the suspension.

f. Mandatory Relocation

- i) The student is required to move to a different room, University residence hall, or housing unit.

g. Loss of Privileges for a Specified Period of Time

i) Loss of a privilege to engage in any activity or experience not required to satisfy graduation requirements, including but not limited to:

- (1) ~~(1)~~—Prohibition or limitation on the use of University electronic resources such as, internet access, email access, computers, or tablets.
- (2) ~~(2)~~—Prohibition or limitation on the use of University media resources, such as communal televisions, projectors, etc.
- (3) Prohibition or limitation on the use of University wellness/recreation center equipment.
- (4) Prohibition or limitation on on-campus dining.
- (5) Prohibition or limitation on use of on-campus transportation.
- (6) Prohibition or limitation on use of University purchasing cards or accounts.
- (7) Prohibition or limitation on use of University keys and/or card access.
- (8) Prohibition or limitation on the use of personal media devices.
- (9) Restriction on access to campus.

h. **Restitution**

- ~~i)~~ ~~i)~~—Requiring the student to return to the owner money or property that the student wrongfully took.
- ii) Requiring the student to pay the owner for property destroyed or damaged.

i. **Performance of Service to the University Community**

- i) ~~i)~~—The service must be reasonable in type and duration.
- ii) When possible, the service should be designed to make amends for the violation, to educate the student or student organization about the harmful consequences of the violation, or to allow the student to develop their academic or professional skills.

j. **Completion of Educational Programs, Assignments, or Behavioral Evaluations that are reasonably related to the violation**

i) These may include, but are not limited to, academic integrity programs, anger management programs, completing presentations or written assignments, substance abuse evaluations, and other such programs and evaluations that are designed to help the student identify and address factors that may have contributed to the violation. -Students or student organizations may be responsible for the costs or fees associated with any such programs or evaluations.

k. **Employment Restrictions**

i) Prohibition or limitation on University student employment.

l. **Revocation of Admission and/or Degree**

i) Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation, or other violation of the Standards in obtaining the degree, or for other serious violations committed by a student prior to graduation that may have resulted in University suspension or University expulsion.

m. **Withholding Degree**

i) The University may permanently withhold awarding of a degree or withhold the award of a degree pending the completion of Disciplinary Procedures, including the completion of all University responses imposed.

n. **No Contact**

i) A No Contact order may prohibit, but is not limited to, the following:

(1) ~~(1)~~ — Approaching one (1) or more specified individuals at any time.

~~(2)~~ —

(2) Calling one (1) or more specified individuals at any time.

~~(3)~~ —

(3) Sending via email or by any other means, any communication to one (1) or more specified individuals at any time.

(4) Contacting or communicating with one (1) or more specified individuals through a third-party.

ii) If the student subject to the No Contact order believes contact with one (1) or more of the specified individuals is necessary, any such contact must be made through the Student Conduct Office or with the expressed permission of a Conduct Officer.

o. **Loss of Status as a Recognized Student Organization**

i) ~~i)~~ — The loss may be permanent or for a specified period of time.

ii) Conditions may be imposed on the organization for regaining its status at the end of the specified period, including the condition that the members comply with the Student Code of Conduct during the specified period.

p. **University Suspension for a Specified Period**

i) ~~i)~~ — University Suspension is a temporary separation from the University of Nebraska System.

~~ii)~~ —

ii) During the suspension period the student is prohibited from entering University property, functions, events, and activities without prior written approval of the Vice Chancellor responsible for student conduct or their designee. -The University response may be enforced with a trespass action as necessary.

~~iii)~~ —

iii) A notation will be made on the student's transcript but will be removed after the suspension period ends.

iv) Conditions, including the reapplication for admission, may be imposed on the student returning at the end of the specified period, but any such conditions must be reasonably related to the reasons for the suspension.

q. **University Expulsion**

i) ~~i)~~ — University Expulsion is a permanent separation from the University of Nebraska System.

~~ii)~~ —

ii) An expelled student is precluded from registration, class attendance or participation, and residence on campus.

~~iii)~~ —

iii) An expelled student is prohibited from entering University property, functions, events, and activities without prior written approval of the Vice Chancellor responsible for student conduct or their designee. This University response may be enforced with a trespass action as necessary.

iv) A notation will be made on the student's transcript.

3. If there is a dispute about whether a student or a student organization complied with any of the conditions imposed as part of the response to a violation, the dispute must be resolved at a hearing before a Hearing Officer or University Conduct Board.

4. The factors relevant to the determination of the appropriate response(s) include, among others, the nature and seriousness of the conduct, the harm that the conduct caused or might have caused, the student's academic progress or experience, the student or student organization's acceptance of responsibility for the conduct, the student or student organization's efforts to conceal or avoid responsibility for the conduct, the student or student organization's explanations for the conduct, the student or student organization's prior record of violations, the interests of the University, and the imposition of any sanctions pursuant to procedures other than those authorized by this Code (for example, sanctions imposed by a faculty member or by civil authorities).

SECTION IV Enforcement of the Standards

A. Definitions

1. ***University Day.*** -This section contains various deadlines that are stated in days. The term "University Day" means a weekday on which the campus offices are open.- Check the academic calendar on the campus website to determine the days on which the campus offices are closed. [link to calendar]

2. ***E-Mail Address of Record.*** This section also contains references to the "e-mail address of record." -That term means the student's University assigned e-mail address. Because ~~important notices may be sent to students by e-mail~~ is the official form of communication for student conduct matters, it is extremely important that students make sure they check that email regularly.

B. The Persons Involved in Enforcement of the Standards

1. **Conduct Officer.** A Conduct Officer is responsible for investigating alleged violations of the Standards, for presenting the University's information and position in hearings, and for exercising the discretion that the Code specifically grants to Conduct Officers. -The Conduct Officer may propose administrative resolutions.

2. **Hearing Officer.** A Hearing Officer has the authority to hear and resolve allegations that a student or student organization violated the Standards and if the Officer determines that a violation occurred, for determining the University's response. -Unless otherwise agreed upon through an administrative resolution, a Hearing Officer may not designate University suspension or University expulsion as a response to a violation by a student or loss of status as a response to a violation by a student organization. Only the University Conduct Board may do so.

3. **University Conduct Board.** The University Conduct Board has the authority to hear and resolve charges that a student or a student organization violated the Standards and if the Board determines that a violation occurred, for determining the University's response. The procedures for selecting the members of the Board and the requirements for a quorum are set out in Section VI.

4. **Appeals Officer or Board.** An Appeals Officer or Appeals Board may hear appeals authorized by this Code. -The procedures for selecting members of the Appeals Board and the requirements for a quorum are set out in Section VI.

~~An appeal heard by the Appeals Board must be heard before an appeals panel of no fewer than three (3) members of the Appeals Board. The appeals panel shall select its own Chair. All members of the appeals panel possess voting privileges.~~

5. **Appointments.** Conduct Officers, Hearing Officers, and Appeals Officers are appointed by the Vice Chancellor responsible for student conduct or by their designee. -A person may be appointed as a Hearing Officer, Conduct Officer, or Appeals Officer regardless of whether the person is an employee of the University. -The person may be appointed for all types of cases or may be appointed for a particular case or type of case. Although a person may be appointed as a Hearing Officer, a Conduct Officer, and an Appeals Officer, the person may only serve as one of those in the same case.

C. Investigating Potential Violations

1. When the University receives information about a potential violation of the Standards, a Conduct Officer may conduct an investigation to determine if there is a reasonable basis to believe that a student or a student organization has engaged in conduct that violates the Standards.

2. In the course of the investigation, the Conduct Officer may contact the student or the officers of the student organization that is the subject of the investigation. Before discussing the alleged violation(s) with the student or officers, the Conduct Officer must state in writing:

- a. ~~a.~~ that the Conduct Officer is investigating an alleged violation of the Standards;
- ~~b.~~
- b. what the alleged violation is;
- ~~c.~~
- c. that the student or officer is not required to discuss the alleged violation with the Conduct Officer;
- ~~d.~~
- d. that the student or officer has the right to be accompanied by an advisor when the student meets with the Conduct Officer; and
- e. that the student or the organization may choose as the advisor anyone, including an attorney, but that the student or the organization is responsible for any fees that the advisor may charge. -The student's advisor may provide guidance to the student, but may not otherwise directly participate in the conduct process.

3. The Conduct Officer must complete the investigation within ~~thirty (30)~~sixty (60) University days after written notice about a possible violation was first received by the Conduct Officer. -The Vice Chancellor responsible for student conduct or their designee may grant the Conduct Officer extensions of no more than an additional ~~sixty (60)~~thirty (30) University days if the Conduct Officer applies in writing for an extension within the initial ~~thirty (30)~~sixty (60) day period and shows that exceptional circumstances exist that warrant an extension of time.- More than one (1) extension may be granted.

4. If the Conduct Officer determines that there is not a reasonable basis to believe that the student or student organization violated the Standards, the Conduct Officer should not take any further action in the matter.

5. If the Conduct Officer determines that there is a reasonable basis to believe that the student or the student organization engaged in conduct that violates the Standards, the Conduct Officer has the discretion:

- a. ~~a.~~ to take no further action in the matter;
- ~~b.~~
- b. to seek an administrative resolution of the matter; or other University provided resolution options; or
- c. to set the matter for hearing.

In exercising discretion, the Conduct Officer should consider all the relevant circumstances, including the nature and seriousness of the alleged violation, any sanctions that may have been imposed pursuant to procedures other than those authorized by this Code (for example, sanctions imposed by a faculty member or by the civil authorities), the past conduct of the student or student organization, the ease or difficulty of proving the

alleged violation, the interests of fairness, the interests of those harmed by the alleged violation, and the interests of the University.

6. If the Conduct Officer determines that University suspension or University expulsion may be an appropriate University response, and unless an administrative resolution is agreed upon, the Conduct Officer must set the matter for hearing before the University Conduct Board. ~~-If University suspension or University expulsion is not a potential University response, the matter will be set before a Hearing Officer unless either the Conduct Officer or the student requests the matter be set before a University Conduct Board.~~

- a. During the week preceding final examinations and the week(s) of final examinations, University breaks, and summer sessions a University Conduct Board may not be available. ~~-Accordingly, a Respondent may waive their right to a hearing before a University Conduct Board.~~

7. ~~A~~When a matter ~~that~~ is set for hearing before a University Conduct Board ~~must consist of no fewer than three (3) members of the Conduct Board, at least one (1) of whom must be a faculty member and at least one (1) of whom must be a student.~~ ~~The~~the Chair of the Conduct Board is responsible for conducting the hearing and resolving any procedural and evidentiary issues that may arise. ~~-The~~ Conduct Board shall select its own Chair. ~~-All~~ members of the Conduct Board possess voting privileges.

D. Instituting Proceedings

1. A Conduct Officer institutes a proceeding under this Code by sending a request for an informal meeting, an administrative resolution, or a notice of hearing to a student or student organization. ~~-The~~ student or student organization against whom a Code violation has been alleged is referred to as the "Respondent."

2. The request or notice of hearing must be in writing and sent by e-mail to the Respondent's e-mail address of record. ~~-If~~ the Respondent is a student organization, the request or notice of hearing must be sent by e-mail to:

- a. ~~a.~~ one of the officers~~president~~ of the organization, unless another officer is designated by the student organization, at the ~~officer's~~president's e-mail address of record~~;~~ and
- b. the organization's faculty advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter's advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life.

3. The contents of the request for an informal meeting are set out below in subsection E. ~~-The~~ contents of the notice of hearing are set out below in subsection FG.

E. Informal Meeting

1. An informal meeting is an opportunity for the Respondent to discuss the alleged misconduct with a Conduct Officer. -During an informal meeting, the Conduct Officer may proceed with administrative resolution of a complaint pursuant to ~~Section~~Subsection F(1) if the Conduct Officer determines administrative resolution is appropriate and is accepted by the Respondent.

2. A written request for an informal meeting must inform the Respondent:

~~a.~~ ~~a.~~ that the Conduct Officer intends to address ~~an~~any alleged violation(s) of the Standards;

~~b.~~

b. what the alleged violation(s) is;

~~e.~~

c. that the student or officer is not required to discuss the alleged violation(s) with the Conduct Officer;

~~d.~~

d. that the student or officer has the right to be accompanied by an advisor when the student meets with the Conduct Officer; and

e. that the student or the organization may choose as the advisor anyone, including an attorney, but that the student or the organization is responsible for any fees that the advisor may charge. -The student's advisor may provide guidance to the student, but may not otherwise directly participate in the conduct process. -The process shall not be unduly delayed based on the availability of the Respondent's advisor.

F. Administrative Resolutions

1. An administrative resolution is an agreement between the University, through the Conduct Officer, and the Respondent in which:

~~a.~~ ~~a.~~ the Respondent admits the violation and agrees to the response(s) stated in the agreement, or

b. the Respondent does not admit the violation but agrees to the responses stated in the agreement. -If the parties reach an agreement, the agreement must be in writing and signed by the parties.- An electronic signature is sufficient.

2. A written request for an administrative resolution must contain:

~~a.~~ ~~a.~~ an explanation of what an administrative resolution is;

~~b.~~

b. a statement of the charge(s) against the Respondent, including the time and place of the alleged violation(s); and

- c. a statement of the response(s) proposed by the Conduct Officer.- The request must also explain what the Respondent must do to accept or reject the proposal and inform the Respondent that the matter may be set for hearing if the Respondent rejects the proposal. -If the parties fail to reach an administrative resolution, the Conduct Officer has the discretion to take no further action in the matter or to set the matter for hearing.

3. If the Respondent does not respond to the written request for an administrative resolution within five (5) University days, and unless the University's proposed response is University suspension or University expulsion, the proposed administrative resolution will be deemed accepted by the Respondent.- The Conduct Officer may grant the Respondent an extension of time to respond to the Administrative Resolution, upon the request of the Respondent and at the sole discretion of the Conduct Officer.

4. The Conduct Officer may propose an administrative resolution at any time prior to the beginning of a hearing before a Hearing Officer or the University Conduct Board. -A proposal for an administrative resolution that is made after a notice of hearing is sent may be made orally or in writing.

G. Hearings

A hearing is an opportunity for the partiesmatter to be heard before a Hearing Officer or the University Conduct Board. -A University Conduct Board will hear matters that may result in University suspension or University expulsion. All other matters will be heard by a single Hearing Officer, unless a University Conduct Board is requested by the Conduct Officer or the Respondent. If a matter is set for a hearing, a written notice of hearing must be sent regardless of whether a written request for an administrative resolution was previously sent.

All allegations of sexual misconduct, including sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, stalking and sexual exploitation are investigated and addressed following the procedures set forth in the University of Nebraska Response to Allegations of Student Sexual Misconduct, adopted pursuant to Executive Memorandum No. 38.

1. Notice of Hearing

1a. The notice of hearing for a student or student organization must contain the following information:

- b
 - i. a.——Source of the misconduct complaint(s).
 - ii. Statement of alleged facts constituting misconduct under the Code or other policy.
 - e
 - iii. Citation of the specific provision(s) of the Code or other policy alleged to have been violated.

- d
iv. Description of the pertinent information (e.g. records, statements, images, or other information) to be presented.
- e
v. Date, time, and place of the hearing before the Hearing Officer or Conduct Board. – Each hearing shall be scheduled at least five (5) University days after the date the notice has been sent.
- f
vi. A statement that the student or student organization accused of misconduct may be accompanied by legal counsel or other advisor at the hearing before the Conduct Board, to be provided at the expense of the student or student organization, and that such legal counsel or advisor may advise the student or student organization, but may not directly participate in the hearing.
- g
vii. That the student or student organization accused of misconduct is under no obligation to make any statement at the hearing relevant to the alleged misconduct, and that refusal to make a statement will not be considered as an indication of responsibility.
- h
viii. That the student or student organization accused of misconduct has the right to inspect any pertinent information the Conduct Officer intends to present at the hearing, ~~no fewer than at least~~ five (5) University days prior to the hearing, in the ~~Office of~~ Student Conduct ~~and Community Standards Office~~ and that the student or student organization will be advised in writing prior to the hearing of any pertinent information subsequently discovered, which the Conduct Officer intends to present at the hearing and given an opportunity to inspect such information.
- i
ix. A statement that if the student or student organization intends to present evidence, including witnesses, that information must be provided to the Conduct Officer ~~no fewer than at least~~ two (2) University days in advance of the hearing.

2b. The notice of hearing must be sent at least five (5) University days before the hearing date. – The hearing must be held no later than thirty (30) University days after the notice of hearing was sent. – The time limits in this paragraph may be lengthened or shortened if the parties agree to do so. – The time limits may also be lengthened if one of the parties makes a written request to the Vice Chancellor responsible for student conduct and the Vice Chancellor or their designee determines that there is a good reason for doing so. – Under no circumstances may the hearing be held more than sixty (60) University days after the notice of hearing is sent.

c. The student or student organization may request to postpone the hearing for reasonable cause, which may be granted at the discretion of the University. A request for a postponement must be made in writing, sent via e-mail to the Conduct Officer responsible for the matter within two (2) University days from the date of the hearing notice, and include a rationale for the request. A request to postpone the hearing submitted at any other time may be considered at the discretion of the University.

2. **Disqualification**

3a. The notice of hearing must be provided to the Hearing Officer or to the members of the hearing panel at least three (3) University days before the hearing so that the officer or members can decide whether they need to disqualify themselves.

4b. Hearing Officers or panel members must disqualify themselves if they believe that they cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the officers or members as being unable to decide the matter fairly and impartially.

5c. The name of the Hearing Officer or a list of the names of the members of the hearing panel must be provided to the Respondent at least three (3) University days before the hearing so that the Respondent can decide whether to challenge the Hearing Officer or any member of the hearing panel on grounds of lack of fairness or impartiality. -The list of names of the members of the hearing panel must identify the Conduct Board Chair (“the Chair”) and must also state the member’s status (faculty, staff, or student). -The e-mail address of the Hearing Officer or the Chair must also be provided to the Respondent.

6d. The Respondent may make a challenge by sending an e-mail to the Conduct Officer and to the Hearing Officer or the Chair in which the Respondent states the factual basis for challenging the impartiality or fairness of the officer or member. -The e-mail must be sent no later than two (2) University days before the hearing.- The failure to make a timely challenge to the officer or member waives the challenge unless the Respondent shows, as determined by the Vice Chancellor responsible for student conduct or their designee, that there are extraordinary circumstances that excuse the Respondent’s failure.

7e. If the Respondent challenges the Hearing Officer, the officer must withdraw from the proceeding if the officer believes that the officer cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the officer as being unable to decide the matter fairly and impartially.

8f. If the Respondent challenges a member of the hearing panel, the Chair must promptly forward the Respondent's e-mail to the members of the panel. -The member who is the subject of the challenge must withdraw from the proceeding if the member believes that the member cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the member as being unable to decide the matter fairly and impartially. -If the member does not withdraw from the proceeding, the other members of the hearing panel may disqualify the member if they conclude by a majority vote that the standard for disqualification has been met.

9g. If the Hearing Officer withdraws from the ~~proceeding~~proceedings, the hearing must be conducted by a different Hearing Officer and the name of that officer must be promptly provided to the Respondent. -If a Conduct Board member withdraws or is disqualified from the proceeding, the member must be replaced by a new Conduct Board member and the name of the new Conduct Board member must be promptly provided to the Respondent.

3. **Pre-hearing Conference**

10a. Prior to a hearing a pre-hearing conference may be held to answer procedural questions and settle those matters which may be agreeably concluded.

4. **Recording & Conducting the Hearing**

11a. The electronic or printed items that the Conduct Officer plans to use at the hearing may be made available to the Hearing Officer or Conduct Board for review before the hearing. -The Respondent, however, must be given the opportunity to review the items before they are made available to the Hearing Officer or Conduct Board ~~no fewer than~~at least five (5) University days in advance of the hearing. - Any items that are made available to the Hearing Officer or Conduct Board must be presented as evidence at the hearing. -If the Respondent intends to present evidence, including witnesses, that information must be provided to the Conduct Officer ~~no fewer than~~at least two (2) University days in advance of the hearing. - Any evidence not disclosed within the deadlines set forth in this paragraph will only be considered at the sole discretion of the Hearing Officer or Chair of the Conduct Board. Regents By-Law 5.4(f) provides that the "decision of the [conduct] board must be based solely upon evidence introduced at the hearing."

12b. The Conduct Board shall make a confidential verbatim record of each hearing.- Such verbatim record shall be made by such method of recording or recording device as the University deems suitable. -The recording shall be the property of the University.- The Vice Chancellor responsible for student conduct or their designee has the authority to decide which recording means will be used.

13c. At the beginning of the hearing, the Hearing Officer or Chair should state for the record:

ai. the date, time, and place; and

b

ii. their name and role as the Chair or Hearing Officer.

14d. If the hearing is before a hearing panel, the Chair should:

a

i. have the other members of the Conduct Board identify themselves; and

b

ii. state whether there is a quorum.- If there is not a quorum, then the hearing must be rescheduled unless all parties waive on the recording any objection to the lack of a quorum.

15iii. The Hearing Officer or Chair should then identify the other persons present, ask the Conduct Officer to read the alleged violation(s), and ask the Respondent if the Respondent admits to the alleged violation(s).

16iv. The Hearing Officer or Chair must conduct the hearing in a manner that facilitates the presentation of relevant evidence by both the Conduct Officer and the Respondent. Both the Conduct Officer and the Respondent have the right to call witnesses and present their respective cases. -The Hearing Officer or Chair has the discretion to allow the use of a question-and-answer format or allow a witness to make an oral statement about what the witness knows about the matter. -The Hearing Officer or the members of the hearing panel may then ask questions to clarify what the witness said or to elicit more detailed information.

17v. The Hearing Officer or Chair has the discretion to allow the parties to question the witnesses directly or to require the parties to submit suggested questions for the Hearing Officer or Chair to ask. -In exercising this discretion, the Hearing Officer or Chair should consider all the relevant circumstances, including whether there is animosity between the Respondent and the witness, whether the

charges involve violence, threats, or harassment of the witness by the Respondent, and whether direct questioning would be more efficient or would better enable the Respondent to present their information.

- ~~18~~e. The Hearing Officer or Chair has the discretion to:
- ~~a~~i. allow the parties to make opening statements, closing statements, or both, with reasonable time limits;
 - ~~b~~ii. allow witnesses to testify by videoconferencing technology;
 - ~~e~~iii. require that the witnesses who have not yet testified wait somewhere other than the hearing room until they are called to testify; and
 - ~~d~~iv. schedule separate hearings if charges have been brought against multiple respondents or multiple charges have been brought against a single respondent.
- 19f. The Respondent has the right to be present for the hearing. – If the Respondent is a student organization, then one of its officers has the right to be present for the hearing. –The hearing is closed to the public.
- 20g. The ~~Conduct Officer~~University has the burden of ~~demonstratinggathering~~evidence sufficient to allow the Conduct Board to reach a determination regarding responsibility. A Respondent is presumed to be not responsible for the alleged violation(s)misconduct until proven otherwise by the greater weight of the evidence. – The greater weight of the evidence means evidence sufficient to make the alleged violation(s) more likely true than not true. – If the evidence is evenly balanced, or if it weighs in favor of the Respondent, then the Respondent is not responsible for the alleged violation(s).
- ~~21~~. ~~h~~. The Conduct Officer will present evidence first, followed by the Respondent. Courtroom rules of evidence do not apply. –Evidence may be presented if:
- ~~a~~i. it is relevant to the charges, the University response, or the credibility of the witnesses; and
 - ~~b~~ii. it is sufficiently reliable that a reasonable person would take it into account in making an important decision. –Evidence may be excluded if it merely repeats evidence that has already been presented. – The Hearing Officer or Chair will be solely responsible for the determination of the admissibility of evidence.

22i. The Respondent's advisor may not speak on behalf of the Respondent during the hearing and may not directly participate in any aspect of the hearing. -The Respondent, however, may consult with the Respondent's advisor during the hearing.- The Hearing Officer or Chair may limit the length and frequency of consultations so that they do not unreasonably delay the hearing or unreasonably interfere with the presentation of evidence.

5. **Hearing Stages**

23a. If the Respondent is present and contests the charge(s), a hearing must be conducted in two (2) stages. -At the end of each stage a **Hearing Officer or** Conduct Board must go into closed session to deliberate and make its decisions by majority vote.- If the Respondent is contesting only the appropriate response, the hearing will move immediately to the second stage.

ai. The first stage is to decide whether the Respondent is responsible for the violation.- If the Respondent is a student organization, the Hearing Officer or Conduct Board must also conclude that it is more likely than not that the student organization engaged in, facilitated, or authorized the wrongful conduct, either expressly or impliedly.

i(1) If the Hearing Officer or Conduct Board decides that the Respondent is not responsible, the hearing is over.

bii. The second stage is to decide the appropriate response(s).- The hearing will move to the second stage only if the Hearing Officer or Conduct Board determines that the Respondent is responsible or if the Respondent admits the charges. -The second stage shall be conducted immediately after the **Hearing Officer or** Conduct Board decides the Respondent is responsible.- Only evidence that is relevant to the issue of the appropriate response(s) may be presented during the second stage.

24b. At the conclusion of the hearing, the **Hearing Officer or** Conduct Board must go into closed session to deliberate and make its decision. -The decision must be made by a majority vote.

25c. If the Respondent fails to appear at the hearing, the Hearing Officer or Conduct Board shall proceed with the hearing if the Hearing Officer or a quorum of the hearing panel members are present.

6. **Notice of Decision**

26a. No later than seven (7) University days after the hearing, the Respondent must be notified by letter of the decision(s) and response(s), if any. -The letter must inform the Respondent of the right to appeal and include a copy of subsection G.- The letter must also inform the Respondent of the name and e-mail address of the person to whom the documents required to appeal must be sent. -The person must be the Vice Chancellor responsible for student conduct or their designee.

27b. The letter must be sent to the Respondent's e-mail address of record.- If the Respondent is a student organization, then the letter must be sent to one of the officers at the officer's e-mail address of record and to the organization's faculty advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter's advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life.

28c. In the case of a crime of violence, the University shall provide to the victim the final results of any institutional disciplinary proceeding against the alleged perpetrator. Crimes of violence include:

- ai. arson;
- b
- iii. assault offenses;
- e
- iiii. burglary;
- d
- iv. criminal homicide – manslaughter by negligence;
- e
- v. criminal homicide-murder and nonnegligent manslaughter;
- f
- vi. destruction, damage or vandalism of property;
- g
- vii. kidnapping; and
- h
- viii. robbery.

7. **Effective Date of Response & Request to Suspend Response**

29a. The effective date of the response ~~to a violation takes effect on the day when will be set forth in~~ the letter of decision ~~is sent.~~ The Respondent may request that the response be suspended while the appeal is pending by e-mailing or hand delivering a letter to the Vice Chancellor responsible for student conduct or their designee no later than five (5) University days after the letter of decision was sent.- In the letter, the Respondent should state that they are appealing the decision, explain how the Respondent will be harmed if the response is not suspended, and also explain why suspending

the response will not adversely affect the University or other persons. -The Respondent should also attach a copy of the letter of decision.

~~30~~**b.** The Vice Chancellor or their designee should promptly review the letter and decide whether to grant or deny the request. -In making the decision, the Vice Chancellor or their designee should consider whether the harm that the Respondent may suffer if the response is not suspended outweighs the harm that the University and other persons may suffer if the response is suspended. -Before making the decision, the Vice Chancellor or their designee may request that the Conduct Officer explain why they believe that the request should be granted or denied.

~~31~~**c.** If the request is granted but the Respondent waives their right of appeal, the response will be immediately reinstated. -Waiver of the right of appeal is discussed below in subsection H.

H. Appeals

1. The Respondent may appeal the decision of the Hearing Officer or University Conduct Board to the Appeals Officer unless the Respondent requests the appeal be heard by an Appeals Board. -An appeal by the Respondent is limited to the following grounds:

- a. ~~a.~~ the evidence presented at the hearing was insufficient to allow a reasonable person to conclude that the charges were more likely true than not;
- ~~b.~~ the response was clearly excessive in light of all the circumstances; or
- c. the Hearing Officer or University Conduct Board failed to follow the procedures and as a result of the failure, there is a substantial likelihood that the decision is wrong.

2. Evidence that was not presented at the hearing may not be considered on appeal. Newly discovered evidence may be grounds for a rehearing. - Newly discovered evidence is discussed below in subsection J.

3. In order to appeal, a Respondent must send an e-mail to the person identified in the letter of decision and attach a letter that explains in detail the reasons why the decision should be overturned within ten (10) University days of the date of the letter of decision. A Respondent who does not comply with this section waives the right of appeal.

4. Upon receipt of an appeal the Appeals Officer or Chair of the Appeals Board will correspond with the parties regarding the Respondent's appeal. -The Conduct Officer may send an e-mail to both the Respondent and to the Appeals Officer or Chair and attach a letter that explains in detail the reasons why the decision should or should not be affirmed.

The e-mail must be sent by the date specified by the Appeals Officer or Chair in their correspondence.

5. The Appeals Officer or Chair has the discretion to request the Respondent and the Conduct Officer to make an oral presentation. -The presentation may be made to the Appeals Officer or the Appeals Board in person, by telephone, or by videoconferencing technology. -The Appeals Officer or the Chair should inform the parties beforehand of any time limitations on their presentations and also inform them that the Appeals Officer or any member of the Appeals Board may ask the parties questions during or after their presentations, and that the Respondent's advisor, if any, may not make a presentation. -If there is a presentation, the University will record the presentation and any subsequent questions.

6. The Appeals Officer or Appeals Board must decide the appeal within twenty (20) University days after the receipt of the notice of appeal. -Upon notice to the parties, the Appeals Officer or Chair may extend the deadline for the date of the decision letter by up to twenty (20) University days. -The decision may affirm the decision being appealed, overturn the decision being appealed and specify that the charges be dismissed or that a new hearing be held, or modify any University response that was clearly excessive. -The decision of the Appeals Officer or Appeals Board is final.

7. The Respondent and the Conduct Officer must be notified of the decision by an e-mail sent to the Conduct Officer and the Respondent at their e-mail addresses of record. -If the Respondent is a student organization, then the email must be sent to one of the officers at the officer's e-mail address of record and to the organization's advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter's advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life. -The letter must inform the Conduct Officer and Respondent that the decision is final.

I. Effect on Graduation or Transcript Request

The University may withhold a degree or transcript until conduct proceedings (including appeals) have ended. -The University should confer the degree or release the transcript after all investigations and proceedings have ended unless the response to the violation affects the student's eligibility for the degree (for example, the student is expelled or must complete an educational program prior to receiving the degree).

J. New Evidence

1. The Respondent or Conduct Officer may seek a rehearing if the Respondent or Conduct Officer discovers new evidence after the hearing. -To obtain a rehearing, the Respondent or Conduct Officer must meet three (3) requirements:

- a. ~~a.~~ the evidence is in fact new;
- b. ~~b.~~ the evidence could not have been discovered with reasonable diligence before the hearing; and

- c. there is a reasonable basis to believe that the new evidence would have changed the decision(s) and/or response(s).
2. The Respondent or Conduct Officer must explain in a letter to the Vice Chancellor responsible for student conduct or their designee why the three (3) requirements are met. The letter must be emailed to the Vice Chancellor or their designee no later than sixty (60) University days after the letter of decision was sent to the Respondent.
3. If the Vice Chancellor or their designee determines that the requirements have not been met, then the request must be denied.
4. If the Vice Chancellor or their designee determines that the requirements have been met, then a new hearing must be held before a Hearing Officer or Conduct Board. -If University suspension or University expulsion was sought in the original hearing, however, the new hearing must be held before a Conduct Board.
5. The new hearing may be held before the same Hearing Officer or Conduct Board that originally heard the matter or before a different Hearing Officer or Conduct Board. The decision in the new hearing must be based on the recording of the original hearing and the new evidence presented at the new hearing.
6. After the expiration of the sixty-day (60) period, a student who was expelled may seek a rehearing by sending a letter by certified mail to the Vice Chancellor or their designee. -In that letter, the student must explain why the three (3) requirements listed above are satisfied and also explain why it would be manifestly unjust not to grant the student a new hearing. -The letter must be sent no later than one year after the letter of decision was sent to the student.
7. If the Vice Chancellor or their designee determines that the requirements have not been met, then the request must be denied. -The decision of the Vice Chancellor or their designee is final. -If the Vice Chancellor determines that the requirements have been satisfied, then a new hearing must be held before athe Conduct Board.

SECTION V ~~Temporary Suspensions~~

~~A. Grounds~~

Interim Measures

Interim Measures are actions that may be imposed prior to a finding of responsibility to protect the health and safety of members of the University community or in circumstances in which a student or student organization is alleged to have engaged in conduct that poses a substantial risk to the operation of the University or the health or safety of students, faculty, staff, or visitors.

A. Provisions for Student Interim Measures

1. The Vice Chancellor responsible for student conduct or their designee may ~~temporarily suspend~~ take interim measures, including the temporary suspension of a student, if there is credible information that the student's conduct ~~or presence on campus~~ presents a clear threat to the physical safety of individuals, or is so disruptive that temporary suspension is necessary to preserve the rights of other students to pursue an education. ~~or prevent the disruption of the operation of the University.~~ A student may be temporarily suspended for the reasons stated in this paragraph even though the student's conduct may not violate the Student Code of Conduct ~~or Appendix A to the Code (Response to Allegations of Student Sexual Misconduct).~~

2. In determining whether to suspend a student temporarily, the Vice Chancellor or their designee should consider whether interim measures other than suspension would be adequate to address the threat to physical safety ~~or~~ the right of individuals to pursue an education, or the potential disruption to the operation of the University. Those measures include, among others:

- a. a. requiring the student to leave University Housing or to move to a different room ~~or~~ residence hall, or other assigned housing space;
- b. b. preventing the student from attending class;
- e. c. limiting the areas on campus in which the student may be present; and
- d. prohibiting the student from having contact with one or more specified individuals.

3. If one or more of those measures would be adequate, then the Vice Chancellor or their designee should require that they be implemented instead of suspending the student temporarily. -A student may request at any time while the interim measures are in place to meet with the Vice Chancellor or their designee to contest the implementation or continued implementation of the interim measures.

4. If a student is temporarily suspended, the Vice Chancellor or their designee must provide the student with a Notice of Temporary Suspension. -The notice must be sent to the student's e-mail address of record and must:

- a. state the factual basis for the student's temporary suspension and explain why the student's conduct or presence on campus presents a clear threat, significant risk, or is so disruptive that temporary suspension is necessary; merely reciting the language of the Code is insufficient;
- a.b. state that the student has a right to a meeting with the Vice Chancellor or their designee within three (3) University days after the temporary suspension becomes effective to present information to show that the

requirements for a temporary suspension have not been satisfied and that the temporary suspension should therefore be lifted;

b.c. state the time, date, and place of the meeting with the Vice Chancellor or their designee and state that the student may be accompanied by an ~~adult~~ advisor of their choosing, including an attorney, but that the student is responsible for any fees that the advisor may charge. The student's advisor may provide guidance to the student, but may not be otherwise directly participate in the conduct process;

e.d. state that after the expiration of the three (3) ~~-University~~ day period, a student may seek to have the temporary suspension lifted by making a Request for Reinstatement; and

d.e. include a copy of Section V of the Code.

5. After the expiration of the three (3) ~~-University~~ day period, a student who has been temporarily suspended may seek reinstatement by making a Request for Reinstatement ("the Request") on the ground that:

a. a. — the requirements for a temporary suspension were not met when the student was temporarily suspended and are not currently met, or

b. circumstances have changed such that the requirements for a temporary suspension are no longer met.

6. The Request must be in writing, state the reasons for request, and include the evidence that supports the Request. The Request must be sent to the Vice Chancellor responsible for student conduct or their designee by e-mail or certified mail or may be hand-delivered to the Vice Chancellor's office.

~~The Request must be sent to the Vice Chancellor responsible for student conduct or their designee by e-mail or certified mail or may be hand-delivered to the Vice Chancellor's office.~~

7. The Vice Chancellor or their designee must make a decision on the Request as soon as reasonably practicable. Before making a decision, the Vice Chancellor or their designee has the discretion to seek additional information, to ask a Conduct Officer to review and comment on the Request, or to schedule a meeting with the student and their advisor. The Vice Chancellor's or their designee's decision on the Request is final and not subject to appeal.

8. If the temporary suspension was based on alleged conduct that constitutes a violation of the Code and formal proceedings have not been instituted against a student who has been temporarily suspended, proceedings must be instituted within five (5) University days of the effective date of the temporary suspension. ~~—The~~ conduct of a temporarily suspended student must be resolved ~~offered an administrative~~

~~resolution or provided with a notice of hearing~~ within twenty (20) University days of the effective date of the temporary suspension. ~~The Vice Chancellor or their designee may extend the time limit for the hearing for up to an additional fifteen (15) University days if the parties agree to an extension or if either party establishes that extraordinary circumstances exist that warrant an extension.~~ The Vice Chancellor or their designee may extend the time limit for the hearing for a longer period if the student consents.

9. The fact that a student was temporarily suspended should not be taken into account by the Hearing Officer or Conduct Board in determining whether the student violated the Code.

B. Provisions for Student Organization Interim Measures

1. For student organizations, interim measures which may be imposed include, but are not limited to:

- a. restricting the student organization's participation in University or other organization-sponsored events or activities;
- b. restricting the student organization's from using University facilities, property, or resources;
- c. restricting the student organization from starting or continuing recruitment or intake of new members;
- d. temporary loss of status as University approved housing;
- e. prevention of the use of University name or marks; or
- f. the revocation or suspension of previously granted privileges.

2. The president or a designated officer of a student organization subject to interim measures may request to meet with the Vice Chancellor or their designee at any time while the interim measures are in place to request the removal of the interim measures ("the Request").

3. The Request must be in writing, state the reasons for request, and include the evidence that supports the Request. The Request must be sent to the Vice Chancellor responsible for student conduct or their designee by e-mail or certified mail or may be hand-delivered to the Vice Chancellor's office.

4. The Vice Chancellor or their designee must make a decision on the Request as soon as reasonably practicable. Before making a decision, the Vice Chancellor or their designee has the discretion to seek additional information, to ask a Conduct Officer to review and comment on the Request, or to schedule a meeting with the president or designated officer

of the student organization and the student organization's advisor. The Vice Chancellor's or their designee's decision on the Request is final and not subject to appeal.

5. Any student organization subject to interim measures must be offered an administrative resolution or provided with a notice of hearing within twenty (20) University days of the effective date of the interim measures. The Vice Chancellor or their designee may extend the time limit for the hearing for a longer period if the president or designated officer of the student organization consents to the extension.

SECTION VI Miscellaneous Procedural Matters

A. Inter-Institutional Authority

1. If University students or student organizations engage in conduct that violates the Standards on any University campus or in a course offered by another University campus, the University campuses may enter into an agreement whereby:

- a. the University campuses agree which campus will conduct an investigation in whole or in part, institute formal proceedings, and conduct those proceedings; and
- b. if the proceedings result in the issuance of a University response, which campus will enforce the University response.

B. University Conduct Board Membership and Quorum

1. The Vice Chancellor responsible for student conduct of each University institution will specify the number, qualifications, term, and selection process for members of the University Conduct Board.

2. The Vice Chancellor responsible for student conduct at each University institution must determine whether the institution will have an Appeals Officer, an Appeals Board, or both. If the Vice Chancellor determines that the institution will have an Appeals Board, then the Vice Chancellor for each institution will specify the number, qualifications, term, and selection process for the members of the Board. If an Appeal Board is appointed it must be comprised of an odd number of members.

3.—3. A University Conduct Board must consist of no fewer than three (3) members of the Conduct Board, at least one (1) of whom must be a faculty member and at least one (1) of whom must be a student. The Conduct Board must be composed of an odd number of members. The Vice Chancellor responsible for student conduct must specify the number of members that a Conduct Board or Appeals Board must have and, if the number is more than three (3), the number that will constitute a quorum.

C. Interpretations of the Code

1. Words in this Code should be given their ordinary meaning unless the context indicates that a different meaning was intended.
2. Any question of interpretation or application of the Code shall be referred to the Vice Chancellor responsible for student conduct or their designee.

D. Amendments

1. The Board of Regents may amend this Code at any time, in whole or in part. -There may be times when unexpected issues arise that require prompt action or that involve errors or omissions in the Code. -Examples include a change in federal, state, or local law, the adoption of a new Campus or University policy, the repeal of an existing Campus or University policy, the discovery of a drafting error, or the failure to anticipate a particular situation or type of conduct.
2. If an unexpected issue arises, the Code may be amended pursuant to the following procedure:
 - a. First, the Provost of the University of Nebraska System must approve the amendment.
 - b. Second, the General Counsel of the University of Nebraska must approve the amendment.
 - c. Third, the amendment must be reported to the Board of Regents at the next regularly scheduled meeting of the Board.
3. The Provost and the General Counsel may approve an amendment only if each of them separately determines that:
 - a. the content of the amendment is appropriate and reasonably necessary; and
 - b. the subject matter of the amendment either requires prompt action or involves minor changes that correct errors or omissions in a manner consistent with the purpose and scope of the Code. -An amendment takes effect when both the Provost and the General Counsel have approved the amendment. -The Board has the authority to rescind any such amendment when the amendment is reported to the Board.

E. Effective Date

The provisions of this Code apply to cases in which formal charges are brought after the date on which this Code was approved by the Board of Regents. -Amendments to this Code apply to cases in which formal charges are brought after the date that the amendment takes effect.

F. Periodic Review

The University of Nebraska Student Code of Conduct will be reviewed at least every four (4) years.

University of Nebraska

Student Code of Conduct

Students at the University of Nebraska are members of an academic community in which academic integrity and responsible conduct are essential for the community to function. To ensure that students know what is expected of them, the University has adopted the Standards of Academic Integrity and Responsible Conduct (“Standards”).

- Section I - Persons & Organizations Subject to the Standards
- Section II - Standards of Academic Integrity and Responsible Conduct
- Section III - University Responses to a Violation of the Standards
- Section IV - Enforcement of Standards
- Section V - Interim Measures
- Section VI - Miscellaneous Procedural Matters

All allegations of sexual misconduct, including sexual harassment under Title IX of the Education Amendments of 1972 (Title IX), sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, or stalking are investigated and addressed following the procedures set forth in Executive Memorandum No. 38.

SECTION I

Persons & Organizations Subject to the Standards

A. Students

1. The term “student” includes all persons enrolled at the University, including online and non-degree seeking individuals.
2. All students are subject to the Standards of Academic Integrity and Responsible Conduct as set forth in this Code while they are enrolled as an undergraduate student or a graduate student
3. For purposes of the Standards, a student is considered to be enrolled starting one (1) week before the first day of classes of the first semester or session for which the student has registered for classes, or when the student engages in University sponsored activities whichever occurs first. A student’s enrollment ends when the student graduates or fails to register for classes for three (3) consecutive semesters, with summer term considered to be a semester, or no longer has a continuing student relationship with the University.
4. As a general rule, the Standards do not apply to graduate students when the graduate students are fulfilling their employment responsibilities, but the Standards of Academic Integrity apply to conduct that is related to the courses in which graduate students are enrolled. Further, as a general rule, the Standards apply to graduate students with assistantships, but they do not apply to conduct that is related to teaching responsibilities. Therefore, the Standards do not affect graduate student academic freedom.

- a. The Standards of Responsible Conduct apply to students enrolled at the College of Law, but students at the College of Law are subject to the Law College Honor Code and not the Standards of Academic Integrity set forth in this Code.
 - b. The Standards of Responsible Conduct do not apply to post-doctoral fellows and medical/health profession residents not enrolled in credit courses.
5. Students who are accused of committing a violation of the Standards while they are enrolled at the University may still be held responsible for the violation even if they later withdraw from the University prior to a resolution of the alleged violation.

B. Organizations

The Standards apply to recognized student organizations, which are organizations that have been authorized by the University to use University facilities. Any student organization that is registered with the University, including student clubs, student organizations operating online, and fraternities and sororities, or similar programs, is a recognized student organization for purposes of the Code.

C. Effect on Academic Sanctions

The University may address academic misconduct through proceedings under the Code as well as through proceedings implemented by an instructor or academic department. Specifically, imposition of academic sanctions on a student by an instructor or academic program does not prevent the University from instituting proceedings against the student under the Code.

In addition, the Code does not prevent an academic program from imposing academic sanctions on students who engage in unprofessional conduct as defined by program specific policies or professional licensure requirements.

D. Locations in which the Standards Apply

1. The term “on-campus” includes all University premises, including all University of Nebraska locations; physical campuses, including all adjacent streets and sidewalks, and any University affiliated programs; events or activities, including those located in other states or countries; and the use of any University electronic systems. The term “off-campus” means any location that is not on-campus.
2. The Standards of Academic Integrity apply regardless of where the conduct occurs.
3. The Student Code of Conduct applies to conduct that occurs on-campus and, in the situations set out below, to conduct that occurs off-campus.

- a. Pursuant to Regents By-Law 5.5, the Student Code of Conduct should not be applied as a matter of course to off-campus conduct simply because the conduct also violates federal, state, or local law.
- b. The Student Code of Conduct applies to conduct that occurs off-campus in the following situations:
 - i) The Code states that it applies to conduct that occurs off-campus.
 - ii) The conduct occurs in or on the grounds of a university-approved housing unit.
 - iii) The conduct occurs at events or during travel authorized, funded, or sponsored by the University.
 - iv) The conduct occurs at events or during travel funded or sponsored by a student organization.
 - v) The conduct poses a risk to the health and safety of individuals and application of the Code is reasonably necessary to educate the student about the risks of the conduct or to help the student avoid engaging in the conduct in the future.
 - vi) The conduct poses a serious risk to the health or safety of individuals and is of the type that the student could easily engage in on-campus.
 - vii) The conduct was intentional and caused, or attempted to cause, physical injury to a university employee or another student.
 - viii) The conduct could, or was intended to, cause harm on-campus.
 - ix) A conduct officer:
 - (1) determines that the conduct in a particular matter distinctly and clearly implicates the University's interests;
 - (2) prepares a written explanation of the interests and how the conduct implicates them; and
 - (3) provides the written explanation to the student or student organization.

SECTION II
Standards of Academic Integrity and Responsible Conduct

The Standards are all structured in the same way. They contain a general category of conduct that violates the Code, followed by a list of specific types of conduct. The list is not exhaustive and does not reflect all conduct that may be in violation of the Code. The word “include(s)” before a list should be read as saying that the types of conduct in the list are *examples*

of conduct that is covered by the general category rather than an exclusive list. For example, the first violation that appears below is “Cheating.” The words “which includes” come next, followed by ten (10) examples. If a student engages in conduct that is similar to those examples and that people would normally think of as cheating, then that student has engaged in cheating in violation of the Code.

The word “means” before a list should be read as saying that the general category covers only the types of conduct in the list. In other words, the list is *exclusive*. For example, one of the general categories is “Hazing Students or Individuals.” The words “which means” come next, followed by a definition and four situations in which hazing may occur. A student may be found responsible for Hazing under the Code only if the conduct occurs in one of those four situations.

Nothing in the Standards of Responsible Conduct may be construed to apply to conduct or words that are protected by the First Amendment to the United States Constitution or by Article I of the Nebraska Constitution. Likewise, nothing in the Standards of Responsible Conduct may be construed in a manner that is inconsistent with the Board of Regents Policy, *Commitment to Free Expression; Guide for Facilities Use; and Education*. [link; update name and link as necessary]

A. Standards of Academic Integrity

Students are expected to approach and complete their academic work with integrity. They are expected to do their own work, to be honest in the statements they make, to refrain from harming others, to refrain from improperly helping others, and to follow the rules. Students must read instructions and syllabi carefully so that they know what their instructors expect in terms of academic integrity.

Students who are unsure whether or not particular conduct is appropriate should ask their instructors or university administrators. Failing to act with integrity is a violation of the Code. A student fails to act with integrity when they engage in or attempt to engage in any of the following conduct.

1. ***Cheating***, which includes, but is not limited to:
 - a. Copying from another student’s exam, assignment, or project.
 - b. Using materials or resources during an exam or for an assignment that are not authorized by the instructor.
 - c. Using devices during an exam that are not authorized by the instructor.
 - d. Taking any materials out of the exam room (for example, the exam itself or scratch paper) that the exam instructions prohibit students from taking.
 - e. Making an electronic copy of part or all of an exam, unless the instructions authorize making a copy.

- f. Possessing a copy of an exam or assignment that the student knows or should have known that they are not authorized to have.
 - g. Working on an exam or assignment with someone else, unless group work has been authorized by the instructor.
 - h. Taking an exam for another student or allowing their exam to be taken by someone else.
 - i. Taking all or part of work that someone else or an entity prepared and submitting it as one's own.
 - j. Taking all or a substantial part of a previously submitted assignment submitted for one course and submitting it in the same course or another course, without the authorization of the instructor for that course.
2. ***Dishonesty, Falsification, and Fabrication***, which includes, but is not limited to:
- a. Making false statements to avoid taking an exam or submitting an assignment at the scheduled time.
 - b. Making false statements to avoid a penalty for failing to take an exam or submit an assignment at the scheduled time.
 - c. Making up or purposefully misstating information or sources in any assignment or research project.
 - d. Engaging in plagiarism by presenting the words or ideas of another person or entity as one's own.
 - e. Making changes to a graded exam or assignment and then representing that the changes were part of the original exam or assignment.
3. ***Harmful Academic Action Towards Others***, which includes, but is not limited to:
- a. Interfering with another person's research or academic work.
 - b. Knowingly making false charges that another student violated these Standards.
4. ***Improperly Helping Others***, which includes, but is not limited to:
- a. Helping another student on an exam or an assignment when the student is not authorized to receive help.

- b. Knowingly helping another student violate these Standards, including, but not limited to, sharing an instructor's teaching materials without permission.
 - c. Distribution, electronically or otherwise, of an instructor's course materials without the express permission of the instructor.
5. ***Failing to Follow the Rules***, which includes, but is not limited to:
- a. Failing to follow the instructions of an exam proctor.
 - b. Failing to follow testing center rules.
 - c. Failing to follow academic integrity policies outlined in a course syllabus.

B. Standards of Responsible Conduct

Students are expected to conduct themselves responsibly. Students must remember that they are members not only of the University community but also of the community in which the University is located. This means that students are expected to make responsible decisions about the use of drugs and alcohol, to behave appropriately as a member of the academic community, and to refrain from conduct that threatens the safety of the community.

Failing to act responsibly is a violation of this Code. Engaging in any of the following conduct is considered a failure to act responsibly:

1. ***Using, Possessing, Manufacturing, Selling, or Distributing Illegal Drugs, Narcotics or Controlled Substances, except as expressly permitted by law.***
2. ***Using, Possessing, Selling, or Distributing Prescription Drugs when not legally permitted or authorized.***
3. ***Using, Possessing, or Distributing Drug Paraphernalia.***
4. ***Being in the physical presence of unauthorized alcohol or in the physical presence of illegal drugs***, which includes, but is not limited to:
 - a. Being in a residential room of a University residence hall or university-approved housing in which illegal drugs or unauthorized alcohol are present.
 - b. Being on campus in a vehicle in which illegal drugs or alcohol are being used.

- c. Being off campus on University approved activities, or otherwise representing the University, in which illegal drugs or unauthorized alcohol are present.
 - d. Being in the presence of illegal drugs or unauthorized alcohol in these locations may not be a violation if the student establishes they were unaware of the presence of illegal drugs or unauthorized alcohol.
5. ***Misuse of Alcoholic Beverages***, which includes, but is not limited to:
- a. Using, possessing, manufacturing, or providing alcoholic beverages on campus without University authorization.
 - b. Being intoxicated to the point of becoming incapacitated or posing a danger to oneself or others.
 - c. Driving while under the influence of alcoholic beverages or drugs in violation of law.
 - d. Possessing or consuming alcoholic beverages while under the age of twenty-one (21), except when expressly permitted by law.
6. ***Providing Alcoholic Beverages to Underage Individuals at Off-Campus Parties and Events***, which includes, but is not limited to:
- a. Providing alcoholic beverages to underage individuals.
 - b. Making alcoholic beverages available on premises that the students control when they know that underage individuals are likely to be present, the beverages are left in a place easily accessible to underage individuals, and some or all of the beverages are consumed by underage individuals.
 - i) A student will be considered to have control of premises if they were on the premises at the time alcoholic beverages were furnished to underage individuals and
 - (1) they are the lessee or owner of the premises;
 - (2) they obtained authorization from the lessee or owner to use the premises; or
 - (3) they have legal access to the premises.
 - ii) A student will be considered the lessee if they lease the premises for any purpose, regardless of the length of the lease.
 - c. Purchasing or delivering alcoholic beverages for an event where some or all of the beverages are consumed by underage individuals when the student

knew that underage individuals would likely be present and that the alcoholic beverages would likely be easily accessible to them.

- d. Putting out alcoholic beverages at an event where some or all of the beverages are consumed by underage individuals when the student knew that underage individuals would likely be present and that the alcoholic beverages would likely be easily accessible to them.

7. *Engaging in, or attempting to engage in, behavior that may cause harm to an individual or property*, which includes, but is not limited to:

- a. Physical abuse or unwelcome contact, such as hitting, pushing, kicking, choking, biting, or spitting.
- b. Threatening to commit an act of violence that would seriously terrify, threaten, or intimidate a reasonable person.
- c. Threatening another person with imminent physical harm.
- d. Restraining another person, without legal authority to do so unless it can be shown that there was a reasonable basis to believe that restraining the person was necessary to protect the restrained person, self, or others from physical harm.
- e. Harassing another person by intentionally engaging in a course of conduct that serves no legitimate purpose and that would seriously terrify, threaten, or intimidate a reasonable person.
- f. Harassing another person due to their status as a member of a protected class in a manner that is so severe, persistent, or pervasive as to limit or deny a reasonable person's ability to participate or benefit from the University's programs, activities, or employment.
- g. Taking pictures or making recordings of another person without the person's consent in any place where a person would have a reasonable expectation of privacy, including, but not limited to: the person's bedroom; in the person's living quarters in a residence hall; in a locker room; or in a restroom.
- h. Taking without permission, destroying, damaging, or vandalizing property that belongs to the University, to University employees, to a student organization, or to others.
- i. Taking money without permission that belongs to others.

- j. Accessing, transferring, altering, or destroying without authorization electronic files or devices that belong to the University, or other persons.
- k. Taking, duplicating, or using the identification card, keys, or credentials of another without authorization.
- l. Failing to comply with the campus tobacco policy.

8. ***Engaging in Conduct that Disrupts Classes, University Operations, Activities, or Order***, which includes, but is not limited to:

- a. Interfering with an instructor's ability to conduct class by failing to follow the instructor's rules or instructions regarding behavior.
- b. Being present in a location on campus without proper authorization.
- c. Obstructing, impeding, or blocking entrances to or hallways in University buildings, roads, sidewalks or windows on campus, or entrances to campus.
- d. Yelling, screaming, or making loud noises with bullhorns or other such devices.
- e. Engaging in protests, sit-ins, or demonstrations at times or in locations where those kinds of activities are not permitted.

9. ***Failing to Comply with University Housing Policies***, which means:

- a. Violating any student housing unit policy or regulation whether as a resident or visitor. Visit [campus housing website] for applicable policies and regulations.

10. ***Hazing Students or Individuals***, which means:

- a. Any action taken or situation created that intentionally or recklessly endangers the physical or mental health or safety of a student or other individual or which destroys public or private property when that activity is performed:
 - i) in the course of a student organization member considering the student or other individual for membership, continued membership, or affiliation with the organization;
 - ii) in the course of a student organization considering the student or other individual for membership, continued membership, or affiliation with the organization;

- iii) in response, either in whole or in part, to an expression of interest by the student or other individual in becoming a member of the organization; or
 - iv) during the course of student organization activities when a power differential exists.
- b. Hazing is a violation regardless of whether it occurs on or off campus.
 - c. Permission or approval of the student or other individual being hazed is not a defense to hazing.
 - d. Examples of hazing activity include, but are not limited to, paddling, beating, or branding an individual, depriving an individual of sleep for a prolonged period, sexually penetrating an individual or touching the individual in a lewd manner, subjecting the individual to prolonged exposure to the elements, depriving the individual of food or water, activities that unreasonably interfere with academic pursuits, leaving the individual in a remote location without a means of return, subjecting the individual to conduct designed to shock the individual or having the individual engage in criminal conduct, engage in humiliating conduct, perform prolonged calisthenics, consume items that are not normally consumed by people, consume items in quantities that are not normally consumed by people, or consume alcohol.

11. ***Doing Private Acts in Public***, which includes, but is not limited to:

- a. Engaging in sexual acts such as intercourse or masturbation in public, exposing one's private body parts in public, or urinating or defecating in public.

12. ***Misusing University Computer and Network Systems***, which includes, but is not limited to:

- a. Engaging in conduct prohibited by Sections 5 and 6 of the Policy for Responsible Use of University Computers and Information Systems. (Executive Memorandum 16).

13. ***Falsification***, which includes, but is not limited to:

- a. Knowingly providing false information to the University for the purpose of obtaining something of value, such as admission to the University or a University program, an award, a scholarship, an identification card, membership on an athletic team, or the use of University facilities.

- i) This Standard applies from the time of application for admission to the University, regardless of when the student actually enrolls.

14. ***Engaging in Conduct that Creates a Threat to Community Safety***, which includes, but is not limited to:

- a. Possessing weapons in violation of Campus Weapons Policies. [link; update name and link as necessary]
- b. Using weapons to cause physical harm to others.
- c. Possessing or using fireworks.
- d. Making, possessing, or using false forms of identification such as driver licenses and University identification cards.
- e. Tampering with fire or safety equipment.
- f. Intentionally making false reports of fires, bombs, or other emergencies.
- g. Failing to comply with requests for identification or other legitimate directives from emergency personnel, police officers, or University employees that are reasonably related to the employee's job responsibilities.

15. ***Failing to Comply with any University or Campus Policy, Rule, or Regulation***, which means the violation of any University policy, rule, or regulation published in hard copy or available electronically on any University website. Electronic copy published on any University website shall supersede hard copy.

16. ***Violation of Law***, which means:

- a. Engaging in conduct that is sufficient to constitute a violation of federal, state, or local law that causes, or could cause, harm to the campus community to the extent the University's interests are distinctly and clearly involved.

17. ***Abuse of University Disciplinary Proceedings***, which includes but is not limited to:

- a. Failing to comply with the notice from a Conduct Board or University official to appear for a meeting or hearing as part of the Disciplinary Proceedings.
- b. Knowingly falsifying, distorting, or misrepresenting information before a Conduct Board.

- c. Disrupting or interfering with the orderly conduct of a Conduct Board proceeding.
- d. Filing a frivolous or knowingly false report(s).
- e. Attempting to intimidate or coerce an individual from reporting potential violations of the Code, participating in an investigation or disciplinary proceeding, or otherwise making use of the Disciplinary Procedures.
- f. Attempting to influence the impartiality of a member of a Conduct Board prior to, and/or during the course of, the Conduct Board proceeding.
- g. Attempting to harass (verbal or physical) and/or intimidate a member of a Conduct Board prior to, during, and/or after a disciplinary proceeding for purposes of disruption of the conduct process.
- h. Failing to comply with the University response(s) imposed under the Student Code of Conduct.

18. ***Sexual misconduct or any other unwelcome sexual, sex based, or gender-based conduct*** which includes, but is not limited to:

- a. Sexual assault;
- b. Sexual harassment;
- c. Dating violence;
- d. Domestic violence;
- e. Stalking;
- f. Sexual exploitation or;
- g. Sexual harassment under Title IX.

The definitions of terms in 18(a-g) appear in Board of Regent Policy 2.1.8. and Executive Memorandum No. 38. All allegations of sexual misconduct, including sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, stalking, and sexual exploitation are investigated and addressed following the procedures set forth in the University of Nebraska Response to Allegations of Student Sexual Misconduct, adopted pursuant to Executive Memorandum No. 38.

C. Exception for Seeking Emergency Help

Students should seek emergency help for themselves or other individuals if they have been drinking alcohol or using illegal drugs and suffer a physical injury or have problems functioning.

Those problems include difficulty walking, talking, breathing, or staying conscious. They also include being mentally confused, having a seizure, or being cold or pale. Students have died from alcohol poisoning and drug overdoses. Students should seek emergency assistance by contacting 911.

The University will not take disciplinary action against students for using or possessing alcohol, if the use or possession was part of the incident for which they received emergency help or sought emergency help for another person, or if they were involved in the care of that person. The University will not take disciplinary action against students for using or possessing illegal drugs or unauthorized prescription drugs if the use or possession was part of the incident for which they received emergency help or sought emergency help for another person, or they were in the immediate vicinity of that person.

The Conduct Officer will determine if the student is eligible for this exception after meeting with the student. Students may still be charged by law enforcement officials for violations of federal, state, or local laws. Additionally, the policy is not a means to excuse students from other violations of the Student Code of Conduct.

As a condition of not taking action against them, however, the University may require students to meet with a Conduct Officer and to participate in an alcohol or drug educational program that is designed to help increase their awareness of their alcohol or drug-related behavior.

D. Responsibility of Student Organizations

1. A student organization is responsible for conduct that the organization engaged in, facilitated, or authorized, whether expressly or impliedly. Whether an organization engaged in, facilitated, or authorized conduct is a factual question that requires an evaluation of the totality of the circumstances to determine whether it is fair and reasonable to hold the organization itself responsible. The relevant circumstances include, but are not limited to, the following:

- a. Whether the conduct was planned, approved, or engaged in by one or more officers or authorized representatives of the organization who were acting in their capacities as officers or authorized representatives.
- b. Whether the conduct was the result of a policy or practice of the organization.
- c. Whether a significant number of members were involved or engaged in the conduct.

- d. Whether the conduct occurred at or in connection with an activity or event funded, sponsored, publicized, or advertised by the organization.
- e. Whether the conduct occurred at a location over which the organization had control at the time of the conduct.
- f. Whether the conduct occurred at an event that reasonable people would associate with the organization.
- g. Whether the officers or authorized representatives of the organization could have reasonably foreseen that the conduct could occur and, if so, whether they failed to take reasonable steps to prevent the conduct.
- h. Whether the conduct is attributable to the organization under the organization's own policies, including local or national risk management guidelines.

SECTION III

University Responses to Violations of the Standards

If a student or student organization is found to be responsible for a violation of the Standards, the University's response may involve requirements designed to educate the student about the risks of the conduct, to assist the student in refraining from the conduct in the future, or to protect others. The University's response may also involve sanctions to the student or the student organization for engaging in the conduct and to deter the student or student organization from engaging in the conduct in the future.

A. University's Response

- 1. The University's response may include one (1) or more of the following:
 - a. **Written Warning**
 - i) The student or student organization receiving the warning committed a violation of the Standards and future violations may result in a harsher response.
 - ii) The warning may also include advice on steps that the student or student organization may take to avoid future violations.
 - b. **University Probation for a specified period of time**
 - i) University Probation may include conditions that must be satisfied.
 - ii) The conditions must be reasonably related to the violation or the reasons for the violation.

1. Examples of conditions for students include the completion of educational programs and behavioral evaluations.
 2. Examples of conditions for student organizations include completing educational programs and adopting policies and procedures to minimize the risk of wrongful conduct occurring in the future. Other examples include not engaging in specified recruitment practices, holding specified events or participating in specified events.
- iii) The failure to satisfy a condition of probation may be treated as an independent violation of the Standards of Responsible Conduct.
 - iv) A violation of the Standards while a student or student organization is on probation may result in a more severe response to the new violation than if the new violation was considered in isolation.
- d. **Expulsion from University Housing**
- i) The student is permanently barred from living in or being present on the premises of any University residence hall or housing unit.
- e. **Suspension from University Housing**
- i) The student may not live in or be present on the premises of any University residence hall or housing unit for a specified period of time.
 - ii) Conditions may be imposed on the student returning at the end of the specified period, but any such conditions must be reasonably related to the reasons for the suspension.
- f. **Mandatory Relocation**
- i) The student is required to move to a different room, University residence hall, or housing unit.
- g. **Loss of Privileges for a Specified Period of Time**
- i) Loss of a privilege to engage in any activity or experience not required to satisfy graduation requirements, including but not limited to:
 - (1) Prohibition or limitation on the use of University electronic resources such as, internet access, email access, computers, or tablets.

- (2) Prohibition or limitation on the use of University media resources, such as communal televisions, projectors, etc.
- (3) Prohibition or limitation on the use of University wellness/recreation center equipment.
- (4) Prohibition or limitation on on-campus dining.
- (5) Prohibition or limitation on use of on-campus transportation.
- (6) Prohibition or limitation on use of University purchasing cards or accounts.
- (7) Prohibition or limitation on use of University keys and/or card access.
- (8) Prohibition or limitation on the use of personal media devices.
- (9) Restriction on access to campus.

h. Restitution

- i) Requiring the student to return to the owner money or property that the student wrongfully took.
- ii) Requiring the student to pay the owner for property destroyed or damaged.

i. Performance of Service to the University Community

- i) The service must be reasonable in type and duration.
- ii) When possible, the service should be designed to make amends for the violation, to educate the student or student organization about the harmful consequences of the violation, or to allow the student to develop their academic or professional skills.

j. Completion of Educational Programs, Assignments, or Behavioral Evaluations that are reasonably related to the violation

- i) These may include, but are not limited to, academic integrity programs, anger management programs, completing presentations or written assignments, substance abuse evaluations, and other such programs and evaluations that are designed to help the student identify and address factors that may have contributed to the

violation. Students or student organizations may be responsible for the costs or fees associated with any such programs or evaluations.

k. **Employment Restrictions**

- i) Prohibition or limitation on University student employment.

l. **Revocation of Admission and/or Degree**

- i) Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation, or other violation of the Standards in obtaining the degree, or for other serious violations committed by a student prior to graduation that may have resulted in University suspension or University expulsion.

m. **Withholding Degree**

- i) The University may permanently withhold awarding of a degree or withhold the award of a degree pending the completion of Disciplinary Procedures, including the completion of all University responses imposed.

n. **No Contact**

- i) A No Contact order may prohibit, but is not limited to, the following:
 - (1) Approaching one (1) or more specified individuals at any time.
 - (2) Calling one (1) or more specified individuals at any time.
 - (3) Sending via email or by any other means, any communication to one (1) or more specified individuals at any time.
 - (4) Contacting or communicating with one (1) or more specified individuals through a third-party.
- ii) If the student subject to the No Contact order believes contact with one (1) or more of the specified individuals is necessary, any such contact must be made through the Student Conduct Office or with the expressed permission of a Conduct Officer.

o. **Loss of Status as a Recognized Student Organization**

- i) The loss may be permanent or for a specified period of time.
- ii) Conditions may be imposed on the organization for regaining its status at the end of the specified period, including the condition that the members comply with the Student Code of Conduct during the specified period.

p. **University Suspension for a Specified Period**

- i) University Suspension is a temporary separation from the University of Nebraska System.
- ii) During the suspension period the student is prohibited from entering University property, functions, events, and activities without prior written approval of the Vice Chancellor responsible for student conduct or their designee. The University response may be enforced with a trespass action as necessary.
- iii) A notation will be made on the student's transcript but will be removed after the suspension period ends.
- iv) Conditions, including the reapplication for admission, may be imposed on the student returning at the end of the specified period, but any such conditions must be reasonably related to the reasons for the suspension.

q. **University Expulsion**

- i) University Expulsion is a permanent separation from the University of Nebraska System.
- ii) An expelled student is precluded from registration, class attendance or participation, and residence on campus.
- iii) An expelled student is prohibited from entering University property, functions, events, and activities without prior written approval of the Vice Chancellor responsible for student conduct or their designee. This University response may be enforced with a trespass action as necessary.
- iv) A notation will be made on the student's transcript.

3. If there is a dispute about whether a student or a student organization complied with any of the conditions imposed as part of the response to a violation, the dispute must be resolved at a hearing before a Hearing Officer or University Conduct Board.

4. The factors relevant to the determination of the appropriate response(s) include, among others, the nature and seriousness of the conduct, the harm that the conduct caused or might have caused, the student's academic progress or experience, the student or student organization's acceptance of responsibility for the conduct, the student or student organization's efforts to conceal or avoid responsibility for the conduct, the student or student organization's explanations for the conduct, the student or student organization's prior record of violations, the interests of the University, and the imposition of any sanctions pursuant to procedures other than those authorized by this Code (for example, sanctions imposed by a faculty member or by civil authorities).

SECTION IV Enforcement of the Standards

A. Definitions

1. **University Day.** This section contains various deadlines that are stated in days. The term "University Day" means a weekday on which the campus offices are open. Check the academic calendar on the campus website to determine the days on which the campus offices are closed. [link to calendar]

2. **E-Mail Address of Record.** This section also contains references to the "e-mail address of record." That term means the student's University assigned e-mail address. Because e-mail is the official form of communication for student conduct matters, it is extremely important that students make sure they check that email regularly.

B. The Persons Involved in Enforcement of the Standards

1. **Conduct Officer.** A Conduct Officer is responsible for investigating alleged violations of the Standards, for presenting the University's information and position in hearings, and for exercising the discretion that the Code specifically grants to Conduct Officers. The Conduct Officer may propose administrative resolutions.

2. **Hearing Officer.** A Hearing Officer has the authority to hear and resolve allegations that a student or student organization violated the Standards and if the Officer determines that a violation occurred, for determining the University's response. Unless otherwise agreed upon through an administrative resolution, a Hearing Officer may not designate University suspension or University expulsion as a response to a violation by a student or loss of status as a response to a violation by a student organization. Only the University Conduct Board may do so.

3. **University Conduct Board.** The University Conduct Board has the authority to hear and resolve charges that a student or a student organization violated the Standards and if the Board determines that a violation occurred, for determining the University's response. The procedures for selecting the members of the Board and the requirements for a quorum are set out in Section VI.

4. ***Appeals Officer or Board.*** An Appeals Officer or Appeals Board may hear appeals authorized by this Code. The procedures for selecting members of the Appeals Board and the requirements for a quorum are set out in Section VI.

5. ***Appointments.*** Conduct Officers, Hearing Officers, and Appeals Officers are appointed by the Vice Chancellor responsible for student conduct or by their designee. A person may be appointed as a Hearing Officer, Conduct Officer, or Appeals Officer regardless of whether the person is an employee of the University. The person may be appointed for all types of cases or may be appointed for a particular case or type of case. Although a person may be appointed as a Hearing Officer, a Conduct Officer, and an Appeals Officer, the person may only serve as one of those in the same case.

C. Investigating Potential Violations

1. When the University receives information about a potential violation of the Standards, a Conduct Officer may conduct an investigation to determine if there is a reasonable basis to believe that a student or a student organization has engaged in conduct that violates the Standards.

2. In the course of the investigation, the Conduct Officer may contact the student or the officers of the student organization that is the subject of the investigation. Before discussing the alleged violation(s) with the student or officers, the Conduct Officer must state in writing:

- a. that the Conduct Officer is investigating an alleged violation of the Standards;
- b. what the alleged violation is;
- c. that the student or officer is not required to discuss the alleged violation with the Conduct Officer;
- d. that the student or officer has the right to be accompanied by an advisor when the student meets with the Conduct Officer; and
- e. that the student or the organization may choose as the advisor anyone, including an attorney, but that the student or the organization is responsible for any fees that the advisor may charge. The student's advisor may provide guidance to the student, but may not otherwise directly participate in the conduct process.

3. The Conduct Officer must complete the investigation within sixty (60) University days after written notice about a possible violation was first received by the Conduct Officer. The Vice Chancellor responsible for student conduct or their designee may grant the Conduct Officer extensions of no more than an additional thirty (30) University days if the Conduct Officer applies in writing for an extension within the initial sixty (60) day

period and shows that exceptional circumstances exist that warrant an extension of time. More than one (1) extension may be granted.

4. If the Conduct Officer determines that there is not a reasonable basis to believe that the student or student organization violated the Standards, the Conduct Officer should not take any further action in the matter.

5. If the Conduct Officer determines that there is a reasonable basis to believe that the student or the student organization engaged in conduct that violates the Standards, the Conduct Officer has the discretion:

- a. to take no further action in the matter;
- b. to seek an administrative resolution of the matter or other University provided resolution options; or
- c. to set the matter for hearing.

In exercising discretion, the Conduct Officer should consider all the relevant circumstances, including the nature and seriousness of the alleged violation, any sanctions that may have been imposed pursuant to procedures other than those authorized by this Code (for example, sanctions imposed by a faculty member or by the civil authorities), the past conduct of the student or student organization, the ease or difficulty of proving the alleged violation, the interests of fairness, the interests of those harmed by the alleged violation, and the interests of the University.

6. If the Conduct Officer determines that University suspension or University expulsion may be an appropriate University response, and unless an administrative resolution is agreed upon, the Conduct Officer must set the matter for hearing before the University Conduct Board. If University suspension or University expulsion is not a potential University response, the matter will be set before a Hearing Officer unless either the Conduct Officer or the student requests the matter be set before a University Conduct Board.

- a. During the week preceding final examinations and the week(s) of final examinations, University breaks, and summer sessions a University Conduct Board may not be available. Accordingly, a Respondent may waive their right to a hearing before a University Conduct Board.

7. When a matter is set for hearing before a University Conduct Board the Chair of the Conduct Board is responsible for conducting the hearing and resolving any procedural and evidentiary issues that may arise. The Conduct Board shall select its own Chair. All members of the Conduct Board possess voting privileges.

D. Instituting Proceedings

1. A Conduct Officer institutes a proceeding under this Code by sending a request for an informal meeting, an administrative resolution, or a notice of hearing to a student or student organization. The student or student organization against whom a Code violation has been alleged is referred to as the “Respondent.”

2. The request or notice of hearing must be in writing and sent by e-mail to the Respondent's e-mail address of record. If the Respondent is a student organization, the request or notice of hearing must be sent by e-mail to:

- a. the president of the organization, unless another officer is designated by the student organization, at the president’s e-mail address of record; and
- b. the organization’s faculty advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter’s advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life.

3. The contents of the request for an informal meeting are set out below in subsection E. The contents of the notice of hearing are set out below in subsection G.

E. Informal Meeting

1. An informal meeting is an opportunity for the Respondent to discuss the alleged misconduct with a Conduct Officer. During an informal meeting, the Conduct Officer may proceed with administrative resolution of a complaint pursuant to Subsection F(1) if the Conduct Officer determines administrative resolution is appropriate and is accepted by the Respondent.

2. A written request for an informal meeting must inform the Respondent:

- a. that the Conduct Officer intends to address any alleged violation(s) of the Standards;
- b. what the alleged violation(s) is;
- c. that the student or officer is not required to discuss the alleged violation(s) with the Conduct Officer;
- d. that the student or officer has the right to be accompanied by an advisor when the student meets with the Conduct Officer; and
- e. that the student or the organization may choose as the advisor anyone, including an attorney, but that the student or the organization is responsible for any fees that the advisor may charge. The student’s advisor may provide guidance to the student, but may not otherwise directly participate in the conduct process. The process shall not be unduly delayed based on the availability of the Respondent’s advisor.

F. Administrative Resolutions

1. An administrative resolution is an agreement between the University, through the Conduct Officer, and the Respondent in which:
 - a. the Respondent admits the violation and agrees to the response(s) stated in the agreement, or
 - b. the Respondent does not admit the violation but agrees to the responses stated in the agreement. If the parties reach an agreement, the agreement must be in writing and signed by the parties. An electronic signature is sufficient.
2. A written request for an administrative resolution must contain:
 - a. an explanation of what an administrative resolution is;
 - b. a statement of the charge(s) against the Respondent, including the time and place of the alleged violation(s); and
 - c. a statement of the response(s) proposed by the Conduct Officer. The request must also explain what the Respondent must do to accept or reject the proposal and inform the Respondent that the matter may be set for hearing if the Respondent rejects the proposal. If the parties fail to reach an administrative resolution, the Conduct Officer has the discretion to take no further action in the matter or to set the matter for hearing.
3. If the Respondent does not respond to the written request for an administrative resolution within five (5) University days, and unless the University's proposed response is University suspension or University expulsion, the proposed administrative resolution will be deemed accepted by the Respondent. The Conduct Officer may grant the Respondent an extension of time to respond to the Administrative Resolution, upon the request of the Respondent and at the sole discretion of the Conduct Officer.
4. The Conduct Officer may propose an administrative resolution at any time prior to the beginning of a hearing before a Hearing Officer or the University Conduct Board. A proposal for an administrative resolution that is made after a notice of hearing is sent may be made orally or in writing.

G. Hearings

A hearing is an opportunity for the matter to be heard before a Hearing Officer or the University Conduct Board. A University Conduct Board will hear matters that may result in University suspension or University expulsion. All other matters will be heard by a single Hearing Officer unless a University Conduct Board is requested by the Conduct Officer or the Respondent.

If a matter is set for a hearing, a written notice of hearing must be sent regardless of whether a written request for an administrative resolution was previously sent.

All allegations of sexual misconduct, including sexual assault, sexual harassment, sexual violence, dating violence, domestic violence, stalking and sexual exploitation are investigated and addressed following the procedures set forth in the University of Nebraska Response to Allegations of Student Sexual Misconduct, adopted pursuant to Executive Memorandum No. 38.

1. **Notice of Hearing**

a. The notice of hearing for a student or student organization must contain the following information:

- i. Source of the misconduct complaint(s).
- ii. Statement of alleged facts constituting misconduct under the Code or other policy.
- iii. Citation of the specific provision(s) of the Code or other policy alleged to have been violated.
- iv. Description of the pertinent information (e.g. records, statements, images, or other information) to be presented.
- v. Date, time, and place of the hearing before the Hearing Officer or Conduct Board. Each hearing shall be scheduled at least five (5) University days after the date the notice has been sent.
- vi. A statement that the student or student organization accused of misconduct may be accompanied by legal counsel or other advisor at the hearing before the Conduct Board, to be provided at the expense of the student or student organization, and that such legal counsel or advisor may advise the student or student organization, but may not directly participate in the hearing.
- vii. That the student or student organization accused of misconduct is under no obligation to make any statement at the hearing relevant to the alleged misconduct, and that refusal to make a statement will not be considered as an indication of responsibility.
- viii. That the student or student organization accused of misconduct has the right to inspect any pertinent information the Conduct Officer intends to present at the hearing, at least five (5) University days prior to the hearing, in the Student Conduct Office and that the student or student organization will be advised in writing prior to the hearing of any pertinent information subsequently discovered,

which the Conduct Officer intends to present at the hearing and given an opportunity to inspect such information.

- ix. A statement that if the student or student organization intends to present evidence, including witnesses, that information must be provided to the Conduct Officer at least two (2) University days in advance of the hearing.
- b. The notice of hearing must be sent at least five (5) University days before the hearing date. The hearing must be held no later than thirty (30) University days after the notice of hearing was sent. The time limits in this paragraph may be lengthened or shortened if the parties agree to do so. The time limits may also be lengthened if one of the parties makes a written request to the Vice Chancellor responsible for student conduct and the Vice Chancellor or their designee determines that there is a good reason for doing so. Under no circumstances may the hearing be held more than sixty (60) University days after the notice of hearing is sent.
- c. The student or student organization may request to postpone the hearing for reasonable cause, which may be granted at the discretion of the University. A request for a postponement must be made in writing, sent via e-mail to the Conduct Officer responsible for the matter within two (2) University days from the date of the hearing notice, and include a rationale for the request. A request to postpone the hearing submitted at any other time may be considered at the discretion of the University.

2. **Disqualification**

- a. The notice of hearing must be provided to the Hearing Officer or to the members of the hearing panel at least three (3) University days before the hearing so that the officer or members can decide whether they need to disqualify themselves.
- b. Hearing Officers or panel members must disqualify themselves if they believe that they cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the officers or members as being unable to decide the matter fairly and impartially.
- c. The name of the Hearing Officer or a list of the names of the members of the hearing panel must be provided to the Respondent at least three (3) University days before the hearing so that the Respondent can decide whether to challenge the Hearing Officer or any member of the hearing panel on grounds of lack of fairness or impartiality. The list of names of the members of the hearing panel must identify the Conduct Board Chair (“the Chair”) and must also state the member’s status (faculty, staff, or student).

The e-mail address of the Hearing Officer or the Chair must also be provided to the Respondent.

- d. The Respondent may make a challenge by sending an e-mail to the Conduct Officer and to the Hearing Officer or the Chair in which the Respondent states the factual basis for challenging the impartiality or fairness of the officer or member. The e-mail must be sent no later than two (2) University days before the hearing. The failure to make a timely challenge to the officer or member waives the challenge unless the Respondent shows, as determined by the Vice Chancellor responsible for student conduct or their designee, that there are extraordinary circumstances that excuse the Respondent's failure.
- e. If the Respondent challenges the Hearing Officer, the officer must withdraw from the proceeding if the officer believes that the officer cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the officer as being unable to decide the matter fairly and impartially.
- f. If the Respondent challenges a member of the hearing panel, the Chair must promptly forward the Respondent's e-mail to the members of the panel. The member who is the subject of the challenge must withdraw from the proceeding if the member believes that the member cannot decide the matter fairly and impartially or if there is a reasonable basis why others may perceive the member as being unable to decide the matter fairly and impartially. If the member does not withdraw from the proceeding, the other members of the hearing panel may disqualify the member if they conclude by a majority vote that the standard for disqualification has been met.
- g. If the Hearing Officer withdraws from the proceedings, the hearing must be conducted by a different Hearing Officer and the name of that officer must be promptly provided to the Respondent. If a Conduct Board member withdraws or is disqualified from the proceeding, the member must be replaced by a new Conduct Board member and the name of the new Conduct Board member must be promptly provided to the Respondent.

3. **Pre-hearing Conference**

- a. Prior to a hearing a pre-hearing conference may be held to answer procedural questions and settle those matters which may be agreeably concluded.

4. **Recording & Conducting the Hearing**

- a. The electronic or printed items that the Conduct Officer plans to use at the hearing may be made available to the Hearing Officer or Conduct Board for review before the hearing. The Respondent, however, must be given the opportunity to review the items before they are made available to the Hearing Officer or Conduct Board at least five (5) University days in advance of the hearing. Any items that are made available to the Hearing Officer or Conduct Board must be presented as evidence at the hearing. If the Respondent intends to present evidence, including witnesses, that information must be provided to the Conduct Officer at least two (2) University days in advance of the hearing. Any evidence not disclosed within the deadlines set forth in this paragraph will only be considered at the sole discretion of the Hearing Officer or Chair of the Conduct Board. Regents By-Law 5.4(f) provides that the “decision of the [conduct] board must be based solely upon evidence introduced at the hearing.”
- b. The Conduct Board shall make a confidential verbatim record of each hearing. Such verbatim record shall be made by such method of recording or recording device as the University deems suitable. The recording shall be the property of the University. The Vice Chancellor responsible for student conduct or their designee has the authority to decide which recording means will be used.
- c. At the beginning of the hearing, the Hearing Officer or Chair should state for the record:
 - i. the date, time, and place; and
 - ii. their name and role as the Chair or Hearing Officer.
- d. If the hearing is before a hearing panel, the Chair should:
 - i. have the other members of the Conduct Board identify themselves; and
 - ii. state whether there is a quorum. If there is not a quorum, then the hearing must be rescheduled unless all parties waive on the recording any objection to the lack of a quorum.
 - iii. The Hearing Officer or Chair should then identify the other persons present, ask the Conduct Officer to read the alleged violation(s), and ask the Respondent if the Respondent admits to the alleged violation(s).

- iv. The Hearing Officer or Chair must conduct the hearing in a manner that facilitates the presentation of relevant evidence by both the Conduct Officer and the Respondent. Both the Conduct Officer and the Respondent have the right to call witnesses and present their respective cases. The Hearing Officer or Chair has the discretion to allow the use of a question-and-answer format or allow a witness to make an oral statement about what the witness knows about the matter. The Hearing Officer or the members of the hearing panel may then ask questions to clarify what the witness said or to elicit more detailed information.
 - v. The Hearing Officer or Chair has the discretion to allow the parties to question the witnesses directly or to require the parties to submit suggested questions for the Hearing Officer or Chair to ask. In exercising this discretion, the Hearing Officer or Chair should consider all the relevant circumstances, including whether there is animosity between the Respondent and the witness, whether the charges involve violence, threats, or harassment of the witness by the Respondent, and whether direct questioning would be more efficient or would better enable the Respondent to present their information.
- e. The Hearing Officer or Chair has the discretion to:
- i. allow the parties to make opening statements, closing statements, or both, with reasonable time limits;
 - ii. allow witnesses to testify by videoconferencing technology;
 - iii. require that the witnesses who have not yet testified wait somewhere other than the hearing room until they are called to testify; and
 - iv. schedule separate hearings if charges have been brought against multiple respondents or multiple charges have been brought against a single respondent.
- f. The Respondent has the right to be present for the hearing. If the Respondent is a student organization, then one of its officers has the right to be present for the hearing. The hearing is closed to the public.
- g. The University has the burden of gathering evidence sufficient to allow the Conduct Board to reach a determination regarding responsibility. A Respondent is presumed to be not responsible for the alleged misconduct until proven otherwise by the greater weight of the evidence. The greater weight of the evidence means evidence sufficient to make the alleged violation(s) more likely true than not true. If the evidence is evenly

balanced, or if it weighs in favor of the Respondent, then the Respondent is not responsible for the alleged violation(s).

- h. The Conduct Officer will present evidence first, followed by the Respondent. Courtroom rules of evidence do not apply. Evidence may be presented if:
 - i. it is relevant to the charges, the University response, or the credibility of the witnesses; and
 - ii. it is sufficiently reliable that a reasonable person would take it into account in making an important decision. Evidence may be excluded if it merely repeats evidence that has already been presented. The Hearing Officer or Chair will be solely responsible for the determination of the admissibility of evidence.
- i. The Respondent's advisor may not speak on behalf of the Respondent during the hearing and may not directly participate in any aspect of the hearing. The Respondent, however, may consult with the Respondent's advisor during the hearing. The Hearing Officer or Chair may limit the length and frequency of consultations so that they do not unreasonably delay the hearing or unreasonably interfere with the presentation of evidence.

5. **Hearing Stages**

- a. If the Respondent is present and contests the charge(s), a hearing must be conducted in two (2) stages. At the end of each stage a Hearing Officer or Conduct Board must go into closed session to deliberate and make its decisions by majority vote. If the Respondent is contesting only the appropriate response, the hearing will move immediately to the second stage.
 - i. The first stage is to decide whether the Respondent is responsible for the violation. If the Respondent is a student organization, the Hearing Officer or Conduct Board must also conclude that it is more likely than not that the student organization engaged in, facilitated, or authorized the wrongful conduct, either expressly or impliedly.
 - (1) If the Hearing Officer or Conduct Board decides that the Respondent is not responsible, the hearing is over.
 - ii. The second stage is to decide the appropriate response(s). The hearing will move to the second stage only if the Hearing Officer or Conduct Board determines that the Respondent is responsible or if the Respondent admits the charges. The second stage shall be conducted immediately after the Hearing Officer or Conduct Board

decides the Respondent is responsible. Only evidence that is relevant to the issue of the appropriate response(s) may be presented during the second stage.

- b. At the conclusion of the hearing, the Hearing Officer or Conduct Board must go into closed session to deliberate and make its decision. The decision must be made by a majority vote.
- c. If the Respondent fails to appear at the hearing, the Hearing Officer or Conduct Board shall proceed with the hearing if the Hearing Officer or a quorum of the hearing panel members are present.

6. **Notice of Decision**

- a. No later than seven (7) University days after the hearing, the Respondent must be notified by letter of the decision(s) and response(s), if any. The letter must inform the Respondent of the right to appeal and include a copy of subsection G. The letter must also inform the Respondent of the name and e-mail address of the person to whom the documents required to appeal must be sent. The person must be the Vice Chancellor responsible for student conduct or their designee.
- b. The letter must be sent to the Respondent's e-mail address of record. If the Respondent is a student organization, then the letter must be sent to one of the officers at the officer's e-mail address of record and to the organization's faculty advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter's advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life.
- c. In the case of a crime of violence, the University shall provide to the victim the final results of any institutional disciplinary proceeding against the alleged perpetrator. Crimes of violence include:
 - i. arson;
 - ii. assault offenses;
 - iii. burglary;
 - iv. criminal homicide – manslaughter by negligence;
 - v. criminal homicide-murder and nonnegligent manslaughter;
 - vi. destruction, damage or vandalism of property;
 - vii. kidnapping; and

viii. robbery.

7. **Effective Date of Response & Request to Suspend Response**

- a. The effective date of the response will be set forth in the letter of decision. The Respondent may request that the response be suspended while the appeal is pending by e-mailing or hand delivering a letter to the Vice Chancellor responsible for student conduct or their designee no later than five (5) University days after the letter of decision was sent. In the letter, the Respondent should state that they are appealing the decision, explain how the Respondent will be harmed if the response is not suspended, and also explain why suspending the response will not adversely affect the University or other persons. The Respondent should also attach a copy of the letter of decision.
- b. The Vice Chancellor or their designee should promptly review the letter and decide whether to grant or deny the request. In making the decision, the Vice Chancellor or their designee should consider whether the harm that the Respondent may suffer if the response is not suspended outweighs the harm that the University and other persons may suffer if the response is suspended. Before making the decision, the Vice Chancellor or their designee may request that the Conduct Officer explain why they believe that the request should be granted or denied.
- c. If the request is granted but the Respondent waives their right of appeal, the response will be immediately reinstated. Waiver of the right of appeal is discussed below in subsection H.

H. Appeals

1. The Respondent may appeal the decision of the Hearing Officer or University Conduct Board to the Appeals Officer unless the Respondent requests the appeal be heard by an Appeals Board. An appeal by the Respondent is limited to the following grounds:
 - a. the evidence presented at the hearing was insufficient to allow a reasonable person to conclude that the charges were more likely true than not;
 - b. the response was clearly excessive in light of all the circumstances; or
 - c. the Hearing Officer or University Conduct Board failed to follow the procedures and as a result of the failure, there is a substantial likelihood that the decision is wrong.

2. Evidence that was not presented at the hearing may not be considered on appeal. Newly discovered evidence may be grounds for a rehearing. Newly discovered evidence is discussed below in subsection J.

3. In order to appeal, a Respondent must send an e-mail to the person identified in the letter of decision and attach a letter that explains in detail the reasons why the decision should be overturned within ten (10) University days of the date of the letter of decision. A Respondent who does not comply with this section waives the right of appeal.

4. Upon receipt of an appeal the Appeals Officer or Chair of the Appeals Board will correspond with the parties regarding the Respondent's appeal. The Conduct Officer may send an e-mail to both the Respondent and to the Appeals Officer or Chair and attach a letter that explains in detail the reasons why the decision should or should not be affirmed. The e-mail must be sent by the date specified by the Appeals Officer or Chair in their correspondence.

5. The Appeals Officer or Chair has the discretion to request the Respondent and the Conduct Officer to make an oral presentation. The presentation may be made to the Appeals Officer or the Appeals Board in person, by telephone, or by videoconferencing technology. The Appeals Officer or the Chair should inform the parties beforehand of any time limitations on their presentations and also inform them that the Appeals Officer or any member of the Appeals Board may ask the parties questions during or after their presentations, and that the Respondent's advisor, if any, may not make a presentation. If there is a presentation, the University will record the presentation and any subsequent questions.

6. The Appeals Officer or Appeals Board must decide the appeal within twenty (20) University days after the receipt of the notice of appeal. Upon notice to the parties, the Appeals Officer or Chair may extend the deadline for the date of the decision letter by up to twenty (20) University days. The decision may affirm the decision being appealed, overturn the decision being appealed and specify that the charges be dismissed or that a new hearing be held, or modify any University response that was clearly excessive. The decision of the Appeals Officer or Appeals Board is final.

7. The Respondent and the Conduct Officer must be notified of the decision by an e-mail sent to the Conduct Officer and the Respondent at their e-mail addresses of record. If the Respondent is a student organization, then the email must be sent to one of the officers at the officer's e-mail address of record and to the organization's advisor of record, if any, or if the organization is a fraternity or sorority, the person listed as the chapter's advisor, if any, in the records maintained by the Office of Fraternity & Sorority Life. The letter must inform the Conduct Officer and Respondent that the decision is final.

I. Effect on Graduation or Transcript Request

The University may withhold a degree or transcript until conduct proceedings (including appeals) have ended. The University should confer the degree or release the transcript after all investigations and proceedings have ended unless the response to the violation affects the student's

eligibility for the degree (for example, the student is expelled or must complete an educational program prior to receiving the degree).

J. New Evidence

1. The Respondent or Conduct Officer may seek a rehearing if the Respondent or Conduct Officer discovers new evidence after the hearing. To obtain a rehearing, the Respondent or Conduct Officer must meet three (3) requirements:

- a. the evidence is in fact new;
- b. the evidence could not have been discovered with reasonable diligence before the hearing; and
- c. there is a reasonable basis to believe that the new evidence would have changed the decision(s) and/or response(s).

2. The Respondent or Conduct Officer must explain in a letter to the Vice Chancellor responsible for student conduct or their designee why the three (3) requirements are met. The letter must be emailed to the Vice Chancellor or their designee no later than sixty (60) University days after the letter of decision was sent to the Respondent.

3. If the Vice Chancellor or their designee determines that the requirements have not been met, then the request must be denied.

4. If the Vice Chancellor or their designee determines that the requirements have been met, then a new hearing must be held before a Hearing Officer or Conduct Board. If University suspension or University expulsion was sought in the original hearing, however, the new hearing must be held before a Conduct Board.

5. The new hearing may be held before the same Hearing Officer or Conduct Board that originally heard the matter or before a different Hearing Officer or Conduct Board. The decision in the new hearing must be based on the recording of the original hearing and the new evidence presented at the new hearing.

6. After the expiration of the sixty-day (60) period, a student who was expelled may seek a rehearing by sending a letter by certified mail to the Vice Chancellor or their designee. In that letter, the student must explain why the three (3) requirements listed above are satisfied and also explain why it would be manifestly unjust not to grant the student a new hearing. The letter must be sent no later than one year after the letter of decision was sent to the student.

7. If the Vice Chancellor or their designee determines that the requirements have not been met, then the request must be denied. The decision of the Vice Chancellor or their designee is final. If the Vice Chancellor determines that the requirements have been satisfied, then a new hearing must be held before the Conduct Board.

SECTION V

Interim Measures

Interim Measures are actions that may be imposed prior to a finding of responsibility to protect the health and safety of members of the University community or in circumstances in which a student or student organization is alleged to have engaged in conduct that poses a substantial risk to the operation of the University or the health or safety of students, faculty, staff, or visitors.

A. Provisions for Student Interim Measures

1. The Vice Chancellor responsible for student conduct or their designee may take interim measures, including the temporary suspension of a student, if there is credible information that the student's conduct presents a clear threat to the physical safety of individuals, or is so disruptive that temporary suspension is necessary to preserve the rights of other students to pursue an education or prevent the disruption of the operation of the University. A student may be temporarily suspended for the reasons stated in this paragraph even though the student's conduct may not violate the Student Code of Conduct.

2. In determining whether to suspend a student temporarily, the Vice Chancellor or their designee should consider whether interim measures other than suspension would be adequate to address the threat to physical safety, the right of individuals to pursue an education, or the potential disruption to the operation of the University. Those measures include, among others:

- a. requiring the student to leave University Housing or to move to a different room, residence hall, or other assigned housing space;
- b. preventing the student from attending class;
- c. limiting the areas on campus in which the student may be present; and
- d. prohibiting the student from having contact with one or more specified individuals.

3. If one or more of those measures would be adequate, then the Vice Chancellor or their designee should require that they be implemented instead of suspending the student temporarily. A student may request at any time while the interim measures are in place to meet with the Vice Chancellor or their designee to contest the implementation or continued implementation of the interim measures.

4. If a student is temporarily suspended, the Vice Chancellor or their designee must provide the student with a Notice of Temporary Suspension. The notice must be sent to the student's e-mail address of record and must:

- a. state the factual basis for the student’s temporary suspension and explain why the student’s conduct or presence on campus presents a clear threat, significant risk, or is so disruptive that temporary suspension is necessary; merely reciting the language of the Code is insufficient;
- b. state that the student has a right to a meeting with the Vice Chancellor or their designee within three (3) University days after the temporary suspension becomes effective to present information to show that the requirements for a temporary suspension have not been satisfied and that the temporary suspension should therefore be lifted;
- c. state the time, date, and place of the meeting with the Vice Chancellor or their designee and state that the student may be accompanied by an advisor of their choosing, including an attorney, but that the student is responsible for any fees that the advisor may charge. The student’s advisor may provide guidance to the student, but may not be otherwise directly participate in the conduct process;
- d. state that after the expiration of the three (3) University day period, a student may seek to have the temporary suspension lifted by making a Request for Reinstatement; and
- e. include a copy of Section V of the Code.

5. After the expiration of the three (3) University day period, a student who has been temporarily suspended may seek reinstatement by making a Request for Reinstatement (“the Request”) on the ground that:

- a. the requirements for a temporary suspension were not met when the student was temporarily suspended and are not currently met, or
- b. circumstances have changed such that the requirements for a temporary suspension are no longer met.

6. The Request must be in writing, state the reasons for request, and include the evidence that supports the Request. The Request must be sent to the Vice Chancellor responsible for student conduct or their designee by e-mail or certified mail or may be hand-delivered to the Vice Chancellor’s office.

7. The Vice Chancellor or their designee must make a decision on the Request as soon as reasonably practicable. Before making a decision, the Vice Chancellor or their designee has the discretion to seek additional information, to ask a Conduct Officer to review and comment on the Request, or to schedule a meeting with the student and their advisor. The Vice Chancellor’s or their designee’s decision on the Request is final and not subject to appeal.

8. If the temporary suspension was based on alleged conduct that constitutes a violation of the Code and formal proceedings have not been instituted against a student who has been temporarily suspended, proceedings must be instituted within five (5) University days of the effective date of the temporary suspension. The temporarily suspended student must be offered an administrative resolution or provided with a notice of hearing within twenty (20) University days of the effective date of the temporary suspension. The Vice Chancellor or their designee may extend the time limit for the hearing for a longer period if the student consents.

9. The fact that a student was temporarily suspended should not be taken into account by the Hearing Officer or Conduct Board in determining whether the student violated the Code.

B. Provisions for Student Organization Interim Measures

1. For student organizations, interim measures which may be imposed include, but are not limited to:

- a. restricting the student organization's participation in University or other organization-sponsored events or activities;
- b. restricting the student organization's from using University facilities, property, or resources;
- c. restricting the student organization from starting or continuing recruitment or intake of new members;
- d. temporary loss of status as University approved housing;
- e. prevention of the use of University name or marks; or
- f. the revocation or suspension of previously granted privileges.

2. The president or a designated officer of a student organization subject to interim measures may request to meet with the Vice Chancellor or their designee at any time while the interim measures are in place to request the removal of the interim measures ("the Request").

3. The Request must be in writing, state the reasons for request, and include the evidence that supports the Request. The Request must be sent to the Vice Chancellor responsible for student conduct or their designee by e-mail or certified mail or may be hand-delivered to the Vice Chancellor's office.

4. The Vice Chancellor or their designee must make a decision on the Request as soon as reasonably practicable. Before making a decision, the Vice Chancellor or their designee has the discretion to seek additional information, to ask a Conduct Officer to review and

comment on the Request, or to schedule a meeting with the president or designated officer of the student organization and the student organization's advisor. The Vice Chancellor's or their designee's decision on the Request is final and not subject to appeal.

5. Any student organization subject to interim measures must be offered an administrative resolution or provided with a notice of hearing within twenty (20) University days of the effective date of the interim measures. The Vice Chancellor or their designee may extend the time limit for the hearing for a longer period if the president or designated officer of the student organization consents to the extension.

SECTION VI

Miscellaneous Procedural Matters

A. Inter-Institutional Authority

1. If University students or student organizations engage in conduct that violates the Standards on any University campus or in a course offered by another University campus, the University campuses may enter into an agreement whereby:

- a. the University campuses agree which campus will conduct an investigation in whole or in part, institute formal proceedings, and conduct those proceedings; and
- b. if the proceedings result in the issuance of a University response, which campus will enforce the University response.

B. University Conduct Board Membership and Quorum

1. The Vice Chancellor responsible for student conduct of each University institution will specify the number, qualifications, term, and selection process for members of the University Conduct Board.

2. The Vice Chancellor responsible for student conduct at each University institution must determine whether the institution will have an Appeals Officer, an Appeals Board, or both. If the Vice Chancellor determines that the institution will have an Appeals Board, then the Vice Chancellor for each institution will specify the number, qualifications, term, and selection process for the members of the Board. If an Appeal Board is appointed it must be comprised of an odd number of members.

3. A University Conduct Board must consist of no fewer than three (3) members of the Conduct Board, at least one (1) of whom must be a faculty member and at least one (1) of whom must be a student. The Conduct Board must be composed of an odd number of members. The Vice Chancellor responsible for student conduct must specify the number of members that a Conduct Board or Appeals Board must have and, if the number is more than three (3), the number that will constitute a quorum.

C. Interpretations of the Code

1. Words in this Code should be given their ordinary meaning unless the context indicates that a different meaning was intended.
2. Any question of interpretation or application of the Code shall be referred to the Vice Chancellor responsible for student conduct or their designee.

D. Amendments

1. The Board of Regents may amend this Code at any time, in whole or in part. There may be times when unexpected issues arise that require prompt action or that involve errors or omissions in the Code. Examples include a change in federal, state, or local law, the adoption of a new Campus or University policy, the repeal of an existing Campus or University policy, the discovery of a drafting error, or the failure to anticipate a particular situation or type of conduct.
2. If an unexpected issue arises, the Code may be amended pursuant to the following procedure:
 - a. First, the Provost of the University of Nebraska System must approve the amendment.
 - b. Second, the General Counsel of the University of Nebraska must approve the amendment.
 - c. Third, the amendment must be reported to the Board of Regents at the next regularly scheduled meeting of the Board.
3. The Provost and the General Counsel may approve an amendment only if each of them separately determines that:
 - a. the content of the amendment is appropriate and reasonably necessary; and
 - b. the subject matter of the amendment either requires prompt action or involves minor changes that correct errors or omissions in a manner consistent with the purpose and scope of the Code. An amendment takes effect when both the Provost and the General Counsel have approved the amendment. The Board has the authority to rescind any such amendment when the amendment is reported to the Board.

E. Effective Date

The provisions of this Code apply to cases in which formal charges are brought after the date on which this Code was approved by the Board of Regents. Amendments to this Code apply to cases in which formal charges are brought after the date that the amendment takes effect.

F. Periodic Review

The University of Nebraska Student Code of Conduct will be reviewed at least every four (4) years.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

August 8, 2024

AGENDA ITEM: Proposal to create a new undergraduate certificate in Esports Media and Communication in the College of Journalism and Mass Communications 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 proposed 15 credit hour in-person certificate in Esports Media and Communication is designed to prepare students to undertake work rooted in the areas of Electronic Sports (Esports – competitive video gaming), media, communication, and promotion. Esports is a dynamic and emerging industry with a growing audience expected to reach 1.41 billion by 2025. The Certificate is a natural extension to the popular Sports Media and Communication major, and while students will gain a basic awareness of game design and development, the certificate focuses on media and communication. Through electives, students will develop and apply skills that may include media production, live streaming, shoutcasting, storytelling with data, web and UX design, social media, and brand strategy. The Esports certificate is comprised of existing courses offered in the College, and will be open to all UNL students in good academic standing. Non-degree students will also be able to seek admission to the program.

BACKGROUND INFORMATION

March 31, 2017 – The Board of Regents approved the proposal to establish a Bachelor of Journalism in Sports Media and Communication in the College of Journalism and Mass Communications at UNL.

RECOMMENDATION

The President recommends approval.

New Academic Program or Organizational Units

UNL-Proposal to establish a new Undergraduate Certificate in Esports Media & Communication

Proposed Data of First Offering or Org. Unit Creation:		Upon Approval		
New/Additional Annual Program Costs*	Program Management		Brief Explanation	
	FTE	Expense	The 15 credit hour in-person certificate is comprised of existing courses offered by the UNL College of Journalism and Mass Communication. The certificate is a natural extension to the popular Sports Media and Communication major and will require no new faculty.	
Faculty	\$ -			
Staff	\$ -			
Additional Expenses**				
Total Annual Expense	\$ -			
*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5				
AAU Recognition Potential Impact: [<input type="checkbox"/>]Very Negative [<input type="checkbox"/>]Negative [<input checked="" type="checkbox"/>]None [<input type="checkbox"/>]Positive [<input type="checkbox"/>]Very Positive [<input type="checkbox"/>]Not Applicable				
AAU Recognition Criterion Impacted (If any): Not applicable				
Minimum Estimated Program Enrollment (Year 5)				
	Enrollment	Credit Hours	Tuition Rate	Income
Resident*	65	15	\$ 268.00	\$ 261,300
				\$ -
			Total Income	\$ 261,300
			Net Income	\$ 261,300
*UNL calculated income based on an estimated tuition rate of \$268 per CH; 15 CH per year per student.				



May 7, 2024

Chris Kabourek, Interim President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0745

Dear Interim President Kabourek,

I am forwarding materials related to a proposal to create a new undergraduate certificate in Esports Media and Communication to be administered by the College of Journalism and Mass Communications. The certificate program will be offered to degree-seeking and non-degree seeking students and will provide a credential in a dynamic and emerging field. The program is reflective of the College’s strategic plan to increase course offerings and experiential learning opportunities related to sports promotion and media production. The program consists of existing coursework and will not require additional resources at this time.

This proposed program has the full endorsement of the Academic Planning Committee, the Executive Vice Chancellor for Academic Affairs, the College of Journalism and Mass Communications curriculum committees and Dean Shari Veil. I, too, approve in favor of this proposal. I request your approval and subsequent reporting to the Board of Regents at an upcoming meeting.

Sincerely,

Rodney D. Bennett, Ed.D.
Chancellor

- c: Mehmet Can Vuran, Chair, Academic Planning Committee
- Kathy Ankerson, Executive Vice Chancellor
- Josh Davis, Associate to the Chancellor
- Renee Batman, Assistant Vice Chancellor
- Suzi Tamerius, Project Coordinator
- Karen Griffin, Coordinator of Faculty Governance
- David Jackson, Vice Provost
- Angela Iwan, Executive Assistant to the EVPP

May 2, 2024

Chancellor Rodney Bennett
201 Canfield Administration
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to create a new undergraduate certificate in Esports Media and Communication to be administered by the College of Journalism and Mass Communications. The APC voted to recommend approval of the proposal at its May 1, 2024, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Memet Can Vuran, Chair, Academic Planning Committee and Professor, School of Computing

c: Executive Vice Chancellor Katherine Ankerson
Dean Shari Veil
Associate Dean Adam Wagler
Associate to the Chancellor Josh Davis
Assistant Vice Chancellor Renee Batman
Project Coordinator Suzi Tamerius



MEMORANDUM

TO: Can Vuran, APC Chair

FROM: Katherine S. Ankerson, Executive Vice Chancellor *KSA*

DATE: April 10, 2024

SUBJECT: New Undergraduate Certificate in Esports Media and Communication

Attached please find a proposal to create a new Undergraduate Certificate in Esports Media and Communication to be administered by the College of Journalism and Mass Communications. The certificate program will be offered to degree-seeking and non-degree seeking students and will provide a credential in a dynamic and emerging field. The program is reflective of the College’s strategic plan to increase course offerings and experiential learning opportunities related to sports promotion and media production. The program consists of existing coursework and will not require additional resources at this time.

The proposal was received in June 2023 and then underwent several revisions through the summer and fall semesters to address curricular requirements for undergraduate certificates and prerequisites. For example, the Coordinating Commission for Post-Secondary Education requires that undergraduate certificates offered at four-year institutions advanced include a majority of advanced and upper-level coursework.

This new certificate program has the full support of the College of Journalism and Mass Communications curriculum committees and Dean Shari Veil. I support this proposal and ask that you review it at your earliest convenience.

Memo

Date: June 27, 2023

To: Katherine Ankerson, EVC, University of Nebraska-Lincoln

From: Shari R. Veil, Dean, College of Journalism and Mass Communications

Re: Esports Media and Communication Undergraduate Certificate Proposal

The College of Journalism and Mass Communications proposes the creation of an undergraduate certificate in Esports Media and Communication. All courses in the certificate are currently being offered in the college. No new courses will be developed, with one currently a special topics course that will become permanent in 2023-2024 academic year. We already have many courses and initiatives developed around Esports on campus, codifying the curriculum as a certificate will create a more opportunities for current students on campus and beyond.

The sports media and communication faculty met on multiple times through 2022-2023, to propose the certificate courses for review by the undergraduate curriculum committee. The undergraduate curriculum committee met on May 5, 2023, and approved the certificate proposal with 5 votes in favor, 0 against and 0 abstentions. The College of Journalism and Mass Communications faculty then met and approved the proposal on May 12, 2023, with 25 votes in favor, 0 against and 2 abstentions.

University of Nebraska-Lincoln New Undergraduate Certificate

I. Descriptive Information

Name of Institution Proposing New Undergraduate Certificate
University of Nebraska-Lincoln
Name of Proposed Undergraduate Certificate
Esports Media and Communication
Other Programs Offered in this Field by this Institution
N/A
CIP Code [IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]
09.0900
Subject Code
SPMC
Primary Administrative Unit for the Proposed Undergraduate Certificate
College of Journalism and Mass Communications
All Units Participating in the Undergraduate Certificate
College of Journalism and Mass Communications
Proposed Delivery Site
University of Nebraska-Lincoln
Undergraduate Certificate will be offered [full program, not individual courses]
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
Undergraduate Certificate will be Offered to
<input type="checkbox"/> UNL degree seeking <input type="checkbox"/> UNL non-degree seeking <input checked="" type="checkbox"/> Both <input type="checkbox"/> Other (please explain)
Program leads to licensure or certification
<input checked="" type="checkbox"/> no <input type="checkbox"/> yes If yes, explain:
Proposed Date the New Undergraduate Certificate will be Initiated
Fall 2025

II. Details

Purpose of the Proposed Undergraduate Certificate:

The proposed undergraduate certificate in Esports Media and Communication in the College of Journalism and Mass Communications (CoJMC) is for students interested in undertaking work rooted in the areas of Esports, media, communication, and promotion. Course work listed below represents existing courses regularly offered by the CoJMC. The Esports Media and Communication undergraduate certificate is a 15-credit-hour certificate that will help prepare students for a range of careers in this emerging industry. The certificate will be open to all students across campus and available to non-UNL students that may include students from community colleges, other institutions, or K-12 educators.

Description of the Proposed Undergraduate Certificate:

The primary student learning outcomes provide a comprehensive education in key areas of Esports. Students completing the certificate will gain an awareness and understanding of the Esports industry, sports promotion, content strategy, and the role video games play in society. Through the electives, students will develop and apply skills that may include media production, live streaming, shoutcasting, storytelling with data, web and UX design, social media, and brand strategy.

The focus for the certificate is the media and communications aspects of Esports that the College of Journalism and Mass Communications has built an expertise in field built on the fundamentals being taught in the college. This is a natural extension to the popular Sports Media and Communication major where Esports can include media coverage, data analysis, branding, athlete/audience engagement, promotion, social media, content creation, live streaming, etc. While students will gain a basic awareness of game design and development, the certificate focuses on Esports media and communication.

Admission into the program is open to all University of Nebraska-Lincoln students who are in academic good standing. All courses must be graded and completed with a C or above. For non-UNL students, requirements for admission will align with current standards outlined by UNL, <https://admissions.unl.edu/apply/admissions-requirements/certificate-program/>.

Required Courses	Certificate Credit Hours	Prerequisites, if applicable
SPMC 291: Intro to Esports	3	
JOMC 317: Video Games & Society	3	
SPMC 464: Sports Media Relations and Promotion	3	SPMC 291 and JOMC 317
Electives (Select two from the following list)		
BRDC 369 Advanced Videography (eSports Live Production) BRDC 477: Broadcast Performance SPMC 350: Sports Data Visualization and Analytics SPMC 460: Advanced Sports Data JOUR 307: Data Journalism ADPR 358: UX/UI Design ADPR 362: Digital Content Strategy ADPR 434: Digital Insights & Analytics ADPR 458: Interactive Media Design ADPR 484: Brands & Branding	6	SPMC 291 and JOMC 317
Total	15	

The courses are part of a regularly scheduled rotation and align with strategic hiring in sports media and communication at the CoJMC. The only additional course being created is the SPMC 291: Intro to Esports which was offered for the first time in the spring 2023. The only prerequisite requirements that will be enforced are also a part of the required coursework (SPMC 291 JOMC 317). The required courses cover the following topics where electives are available to explore various aspects of applied media communications and storytelling techniques.

- **SPMC 291: Intro to Esports.** A course where students explore all aspects of Esports as an industry and the many opportunities for participation in colleges and careers. As with every popular sport, there is a fan base to support by giving them access to a variety of entertainment media for watching matches and consuming content about their favorite teams. Esports is unique in that technology is a key component for producing great content and providing access to fans anywhere and anytime. Students will be

immersed in experiences where they will develop skills used in the Esports industry and apply them for real world purposes. As part of the course, students will have multiple experiences managing and running esports events both live and recorded. Students will learn about and produce content via streaming media and have the opportunity to explore all areas of live streaming content, broadcasting as reporters, casting live or recorded matches, live or recorded game analysis of a match, among other options proposed by students.

- **JOMC 317: Video Games and Society.** Introduces students to the relationships between videogames and society across three domains: design, promotion and operations, and the research of videogames. Within each of the three domains, Esports is one of three focal contexts (the others being AAA development and independent development) in which students learn and experience the roles, requirements, and results of videogame industry processes and personnel. In the first domain, students in JOMC317 design prototypes utilizing design principles and mechanics employed in esports game development. In the second, students learn and evaluate methods employed by esports game developers and other free-to-play monetization models. Finally, students are introduced to extant research on videogames, with a significant focus on the crossovers between sports and esports performance research.
- **SPMC 464: Sports Media Relations and Promotion.** Although not specific to Esports, the course explores vital issues in sports media relations and sports promotion. It provides a fundamental understanding of the unpredictable nature of the sports media industry and the relationships with its various publics and the media. Students learn to write press releases including a team announcement, an awards campaign, crisis communication and a press conference. Related to Esports the course includes a special topics paper where students identify a topic related to class that is approved by the instructor. Students as part of the certificate will be encouraged to use Esports as a focus for their proposal.

The College's advising team will work with students and the Registrar's Office to waive other prerequisites for courses in the certificate program for students who are enrolled in the Esports Media and Communication Undergraduate Certificate program, and not a College of Journalism and Mass Communication major (Journalism, Advertising and Public Relations, Sports Media and Communication, and Broadcasting). These prerequisites serve as a function to ensure degree-seeking students in the College's majors have the foundational skill set to be prepared for any of the 300- and 400-level courses in the college and meet accreditation requirements for learning outcomes. Because the certificate program does not require heavy writing and storytelling the prerequisites can be waived. Students in the program who do not meet the listed prerequisites will request a permission code to enroll via an online form. The CoJMC's advising team manages these requests and agreed this is a manageable way forward based on an existing process already in place at the college. This process follows what is already in place with the college's minors in Advertising and Public Relations and Broadcasting.

The growth in the Sports Media and Communications major has brought to the college expertise in Esports. The Esports certificate is comprised of existing courses offered in the college. There are nearly 1,000 majors in the CoJMC with many sections of multiple courses available to students. The alignment with the current curriculum requires no additional college resources by sharing coursework with existing programs across the CoJMC. Much like the minors offered in the CoJMC, students will work with our academic advisors and faculty with any questions on completing the certificate.

Measures and procedures for verification of completion of the certificate include the successful completion of the 15 credit hours with a C or above. Ongoing evaluation of the certificate program will take place through annual assessment. The CoJMC faculty involved with the program will review learning outcomes and student feedback. Furthermore, faculty discussions will include updates in industry trends that may impact the program. These materials will inform updates to the curriculum as needed that may include additional sections or new courses as the program grows.

The primary contact who can answer questions about the certificate is:

Adam Wagler, Ph.D.
Associate Dean for Academic Programs
College of Journalism and Mass Communications
adamwagler@unl.edu

III. Review Criteria

A. Centrality to UNL Role and Mission

An Esports Media and Communication Undergraduate Certificate at the CoJMC aligns with the college's strategic plan in two primary areas and addresses multiple points in the UNL 2025 plan. Additionally, a new program creates opportunities for collaboration across disciplines. Any undergraduate student at UNL interested in incorporating Esports media into their coursework can obtain the certificate. Additionally, students outside UNL may be interested in getting started at UNL or use the certificate as a continuing education opportunity.

Gen-Z's changing interests are unique. When asked what sports get Gen-Z excited, the results were 34% soccer, 42% American football and 66% video games. Furthermore, 97% of teen boys and 83% of teen girls play video games. Interestingly, 80% of students who play Esports in high school have never participated in extracurricular activities, making it a unique opportunity to engage students in a new way that is relevant to them.^{1 2 3}

The Esports Media and Communication Undergraduate Certificate is for students interested in learning more about the industry. The certificate is for students who want a structured set of professionally oriented courses designed to recognize they have completed work in the Esports area. Students in the program will keep up with current issues and changing technology in the Esports industry that will be valuable to their future careers and personal interest in the subject. Furthermore, it will serve as an academic opportunity for the current and future Esports teams, content creators, and live streamers across UNL and beyond.

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

Aim 5, strategy 2 of the CoJMC strategic plan specifically calls to increase course offerings and experiential learning opportunities related to sports promotion and media production to align with job demand. The development of the Esports undergraduate certificate also addresses Aim 5, strategy 6 to create spaces to experiment with cutting-edge technology and innovations in the delivery of media to prepare students for dynamic careers. This has the potential to impact the college's 2025 targets of increasing broadcasting majors and minors. Furthermore, this proposal addresses Aim 6: Prioritize Community Building that Recognizes and Celebrates Diversity. A certificate in Esports creates a unique space where students from diverse backgrounds can engage with a new, emerging industry.

As part of the UNL 2025 plan, an Esports undergraduate certificate at the CoJMC will create new knowledge and provide leadership in the sports media and communication field. Specifically, *Innovative Student Experiences* where undergraduate students gain experience working with peers, faculty, and industry professionals as part of the certificate courses. This will create leadership and professional development opportunities for students interested in Esports. This new certificate also creates a space for *Interdisciplinary Endeavors to Solve Critical*

¹ Nielsen, Game changer: Rethinking sports experiences for Generation Z, <https://www.nielsen.com/wp-content/uploads/sites/3/2019/12/game-changer-gen-z-sports-report-2019.pdf>, Update on 2019

² Pew Research Center, Teens, Social Media and Technology, <https://www.pewresearch.org/internet/2018/05/31/teens-technology-acknowledgements/>, Update on May 2018.

³ HS Esports League, Why esports?, <https://www.highschoolsportsleague.com/about-us#why-esports> Update on February 2023.

Challenges surrounding Esports as an emerging industry where students will shape its future. As name, image, likeness, and media continue to change the sports landscape, it will become more important to provide leadership in these spaces. Sports has long been a space to examine *Inclusive Excellence and Diversity* where culture issues are openly discussed, and Esports introduces new avenues for that exploration. Additionally, the nature of the field increases access in the sports industry for a wider, more diverse population. Furthermore, an Esports undergraduate certificate will *Broaden Nebraska's Engagement* inherently building connections with community and industry. Connections to companies like Playfly Sports and sports technology companies like Hudl and Opendorse create opportunities for students to build a career path in Esports.

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

The CoJMC takes a broad view of sports that includes traditional and emerging organizations such as Esports leagues. As mentioned previously there are sports technology and services growing locally, Hudl, Opendorse, and Playfly Sports to name a few. As the Esports industry grows and Name, Image, and Likeness fully develops this creates many opportunities for students receiving a certificate in Esports. Efforts in this area will continue to evolve with new and innovative opportunities for not only game developers but the surrounding Esports media industry.

The certificate is for students interested in advancing their knowledge of Esports media and communication alongside their current major and/or career. Prospective students will keep up with current issues and changing technology in Esports that will be valuable to their field of study. Additionally, students will be able to develop professional media and communication skills. In turn, the certificate makes them more valuable in their future career through these experiences in the certificate program.

The CoJMC is committed to student success in all programs offered. The current proposal is built so students may easily complete the undergraduate certificate in three semesters. This is based on current course offerings, and CoJMC will assess demand offering more courses, as needed. Additionally, the college has a team of academic advisors to help prospective and current students plan and successfully complete their certificate program.

D. Evidence of Need and Demand

Sports Media and Communications has been a fast-growing area at the undergraduate level in the CoJMC. The program is only five years old and there are nearly 300 majors. The CoJMC has offered JOMC 317: Video Games and Society, one of the only courses at UNL dedicated to exploring the subject, since spring 2019. It has been offered every semester with an enrollment ranging from 53-106 students. An undergraduate certificate would allow current CoJMC majors and all UNL students to add a credential while promoting the college to perspective students interested in sports, media, and communications. The current course offerings can scale and would anticipate growth in enrollment to bring 50-75 undergraduate students in the first few years. In turn, this has the potential to increase enrollment at UNL. An undergraduate certificate would allow existing students to add a credential while giving the college a program to recruit new students interested in Esports media and communication.

Locally and nationally sports technology and services provide many opportunities in the sports industry. Hudl and Opendorse continue to see growth in sports technology. Their global reach provides opportunities for many students and UNL/CoJMC alumni. Additionally, the introduction to Name, Image and Likeness opportunities for high school and college athletes will continue to develop new and innovative opportunities for not only the athletes but the industry surrounding Esports. For example, the announcement of UNL and Playfly Sports 15-year multimedia rights agreement that began October 1, 2022. "In total, Playfly now oversees more than 35 collegiate and high school state association properties with integrated capabilities that expand beyond traditional multimedia rights including naming rights and valuation consulting, Esports program development, digital technology offerings, and unique sponsorship innovations such as the recently developed Campus Cast

Live broadcasts.”⁴ The CoJMC is collaborating with Playfly surrounding efforts in Esports on campus. As a result, the college takes a broad view of sports that includes traditional and emerging organizations.

Esports is a dynamic, and emerging industry. The audience continues to grow and expected to be 1.41 billion by 2025. To put this in context, the single event viewing of the 2019 Super Bowl was 98 million viewers. The League of Legends World Championship had 100 million viewers. The industry growth was \$1.38 billion in 2021 and expected to be \$4 billion by 2030. As a result, there is lots of revenue growth. Digital ads are up 27.2% and streaming is up 24.8%. Team sponsorships are forecasted to generate \$598 million in revenue by 2023 (+16.3%). Media rights are forecasted to generate \$506 million (+25.0%).^{5 6}

The U.S. Bureau of Labor Statistics reports “overall employment in media and communication occupations is projected to grow 6 percent from 2021 to 2031.”⁷ Specifically, in entertainment and sports occupations it is projected to grow 13 percent during the same period, much faster than the average for all occupations. This increase is expected to result in about 95,500 new jobs over the decade.⁸ Opportunities in sectors related to sports promotion are in demand. Careers in management, professional and technical services, professional and business services are in the top 5 for Q3 2021. These include occupations with the highest weekly and annual wage along with in demand employment opportunities.⁹

No other college or university in Nebraska offers an Esports academic program. However, there are many Nebraska, regional, and national institutions that have competitive Esports teams. Other universities that offer Esports academic programs include Oklahoma State University’s eSports Undergrad Certificate (15 credits), Ohio University Esports Certificate (19 Credits), UNC Wilmington: Esports Performance and Management Undergraduate Certificate (18 hours), and Miami -Ohio University Online Esports Management Certificate (15 credits). In the Big Ten, Northwestern offers an Esports Graduate Certificate (12 Credits). An Esports Undergraduate Certificate would be competitive not only in the state but nationally. A curriculum that complements the competitive Esports teams would allow more students to explore all the opportunities available in the Esports industry. UNL can serve on the cutting edge to provide unique opportunity for students with an Undergraduate Certificate in Esports Media and Communication.

E. Avoidance of Unnecessary Duplication

The Esports Media and Communication Undergraduate Certificate expands offerings related to CoJMC’s Sports Media and Communication major. It is specifically gear towards the communication strategy and media production areas of Esports. A search of the undergraduate catalog for “video games” and “Esports” only returns one course, the CoJMC’s JOMC 317: Video Games and Society which has been taught at the college since 2019.

In the future, there may be opportunities for partnerships with programs in Emerging Media Arts, Computer Science and Computer Engineering, and Management. These areas on campus have a couple offerings that

⁴Playfly Sports, *Nebraska and Playfly Sports Announce 15-Year Multimedia Rights Agreement*, <https://playfly.com/press-releases/nebraska-and-playfly-sports-announce-15-year-multimedia-rights-agreement/>, updated September 2022.

⁵ GamesBeat, Esports jobs grew 87% in 2019, <https://venturebeat.com/business/hitmarker-esports-jobs-grew-87-in-2019/>, update February 27, 2023.

⁶ Newzoo, *Newzoo’s Global Esports & Live Streaming Market Report 2022*, <https://newzoo.com/insights/trend-reports/newzoo-global-esports-live-streaming-market-report-2022-free-version>, update February 27, 2023.

⁷ U.S. Bureau of Labor Statistics, *Media and Communication Occupations*, <https://www.bls.gov/ooh/media-and-communication/home.htm>, update September 8, 2022.

⁸ U.S. Bureau of Labor Statistics, *Entertainment and Sports Occupations*, <https://www.bls.gov/ooh/entertainment-and-sports/home.htm>, update September 8, 2022.

⁹ Nebraska Department of Labor, *Nebraska Workforce Trends*, <https://networks.nebraska.gov/admin/gsipub/htmlarea/uploads/Trends%20January%202022.pdf> updated January 2022.

cover game design, game development, and sports management that may be an appropriate substitution or elective in the future. However, the focus for the certificate is the media and communications aspects of Esports, including coverage, analysis, branding, athlete/audience engagement, promotion, social media, content creation, live streaming, etc. which is different than game design and development.

There are also opportunities to enhance other undergraduate programs at UNL, UNO and UNK but there are currently no partnerships involved with this proposal. The current proposal is planning to begin the program on campus for UNL students, then build out the online options for courses for other campuses and other perspective student. However, students in the surrounding area could easily participate in Esports in the certificate program, events, and productions. There may be future opportunities to add electives in the game design and development areas with emerging media arts and computer science and computer engineering. Currently, a special topics course has been offered in game design in emerging media arts. The college has actively worked with emerging media arts and will continue to explore ways the certificate may include aspects of game design and theory.

F. Adequacy of Resources:

1. Faculty/Staff

The proposed certificate is an extension of existing programs and courses at the CoJMC. The college currently has multiple faculty members from across the college involved. Rooted in the sports media and communication major, the certificate pulls in all aspects of the CoJMC including advertising, public relations, broadcasting, and journalism. The undergraduate program student success staff includes one academic advising director, three academic advisors, and one career development specialist.

2. Library/Information Resources

Web-based resources available through the library will be accessible as needed for the Esports certificate.

3. Physical Facilities and Equipment

The College of Journalism and Mass Communications has ample classroom space for coursework and activities surrounding the certificate. The college has a camera checkout room for students, a new TV studio, KRNU radio station, a podcasting studio, multiple audio studios and classroom technology to support the program. No additional facilities or equipment are needed for this proposal.

The majority of the courses are offered through an in-person format so primarily on-campus program. However, JOMC 317, ADPR 362, ADPR 434, and ADPR 484 have been offered online. This would allow students to complete the program via distance as the program evolves. Additionally, the certificate has the potential to be a fully online program in the future.

4. Instructional Equipment and Informational Resources

No additional equipment or informational resources are needed for this proposal.

Example Three-year Course Rotation

*** based on current rotation of courses

	F23	Sp24	Su24	F24	Sp25	Su25	F25	Sp26	Su26
Required									
SPMC 291	X	X		X	X		X	X	
JOMC 317	X	X		X	X		X	X	
SPMC 464	X	X		X	X		X	X	
Electives									
BRDC 369		X			X			X	
SPMC 350	X	X		X	X		X	X	

SPMC 460		X			X			X	
JOUR 307	X	X		X	X		X	X	
ADPR 358	X			X			X		
ADPR 434	X		X	X		X	X		X
ADPR 458		X			X			X	
ADPR 484	X			X		X	X		

5. Budget Projections [include Table 1 and Table 2]

Table 1: Projected Expenses are zero as no new instructional needs are required at this time. Courses included in the program will be scheduled and assigned like all other CoJMC courses and count in a faculty members regular teaching load. Additionally, the new courses will count as electives in the existing undergraduate programs at the CoJMC.

Table 2: Revenue Sources for Projected Expenses. Based on average tuition per SCH at a rate of \$259 and the projection that students complete the 15-credit certificate each year, the revenue is estimated below:

	Enrolled Students (projected)	Tuition and Fees (estimated)
Year 1	10	\$40,200
Year 2	20	\$80,400
Year 3	35	\$140,700
Year 4	50	\$201,000
Year 5	65	\$261,300
	Total	\$723,600

TABLE 1: PROJECTED EXPENSES - UNL Esports Media & Communication Undergraduate Certificate

	(FY25-2026) Year 1		(FY26-2027) Year 2		(FY27-2028) Year 3		(FY28-2029) Year 4		(FY29-2030) Year 5		Total	
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
Personnel		\$0		\$0		\$0		\$0		\$0		\$0
Operating												
		\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses		\$0		\$0		\$0		\$0		\$0	FTE	\$0

CCPE; 11/19/08

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - UNL Esports Media & Communication Undergraduate Certificate

	FY(25-2026) Year 1	(FY26-2027) Year 2	(FY27-2028) Year 3	(FY28-2029) Year 4	(FY29-2030) 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 ¹	\$40,200	\$80,400	\$140,700	\$201,000	\$261,300	\$723,600
Other Funding						\$0
Total Revenue	\$40,200	\$80,400	\$140,700	\$201,000	\$261,300	\$723,600

¹ Tuition only, based on the projected enrollment of 10 resident students completing the 15-credit certificate the first year. Second year, 20 students. Third year, 35 students. Fourth year, 50 students. Fifth year, 65 students.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs**August 8, 2024**

AGENDA ITEM: Proposal to create a new undergraduate certificate in Wildlife Habitat Management administered by the School of Natural Resources 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 proposed 18 credit hour in-person undergraduate certificate in Wildlife Habitat Management is designed to prepare students to apply scientific principles to managing wildlife habitats in grasslands, forests, aquatic watersheds, and agricultural production landscapes. Workers in natural resources careers, including wildlife habitat management, are vital to Nebraska and the United States. The Bureau of Labor Statistics predicts a 5% growth from 2021 to 2031 in conservation scientist positions. The interdisciplinary certificate is designed primarily for students in the College of Agricultural Sciences and Natural Resources degree programs such as Agronomy, Fisheries and Wildlife, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering. The program is open to degree-seeking UNL undergraduates with preparation in biological sciences and associate degree holders who enter UNL as non-degree-seeking students. While several coursework pathways exist, Fisheries and Wildlife majors could judiciously select courses that satisfy bachelor's degree and certificate requirements.

BACKGROUND INFORMATION

The creation of the Fisheries & Wildlife major predates modern records of the Board.

RECOMMENDATION

The President recommends approval.

New Academic Program or Organizational Units

UNL-Proposal to establish a new Undergraduate Certificate in Wildlife Habitat Management

Proposed Data of First Offering or Org. Unit Creation:		Upon approval		
New/Additional Annual Program Costs*	Program Management		Brief Explanation	
	FTE	Expense	The 18 CH in-person certificate is comprised of existing courses and will require no new faculty. Coursework is designed to prepare students to manage wildlife habitats in grasslands, forests, aquatic watersheds, and agricultural production landscapes. The program is primarily for students in Agronomy, Fisheries and Wildlife, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering majors.	
Faculty		\$ -		
Staff		\$ -		
Additional Expenses**				
Total Annual Expense		\$ -		
*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5				
AAU Recognition Potential Impact: [<input type="checkbox"/>]Very Negative [<input type="checkbox"/>]Negative [<input checked="" type="checkbox"/>]None [<input type="checkbox"/>]Positive [<input type="checkbox"/>]Very Positive [<input type="checkbox"/>]Not Applicable				
AAU Recognition Criterion Impacted (If any): Not applicable				
Minimum Estimated Program Enrollment (Year 5)				
	Enrollment	Credit Hours	Tuition Rate	Income
Resident*	30	6	\$ 268.00	\$ 48,240
				\$ -
			Total Income	\$ 48,240
			Net Income	\$ 48,240
*UNL calculated income based on an estimated tuition rate of \$268 per CH; 6 CH per year per student.				



May 7, 2024

Chris Kabourek, Interim President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0745

Dear Interim President Kabourek,

I am forwarding materials related to a proposal to create a new undergraduate certificate in Wildlife Habitat Management to be administered by the School of Natural Resources in the College of Agricultural Sciences and Natural Resources. The proposed program utilizes existing courses and does not require additional resources to offer. The Wildlife Habitat Management certificate program is expected to be attractive to current students and non-degree-seeking students from community colleges, tribal colleges, and other postsecondary institutions who see this certificate as a valuable credential toward employment.

This proposed program has the full endorsement of the Academic Planning Committee, the Executive Vice Chancellor for Academic Affairs, the College of Agricultural Sciences and Natural Resources faculty and curriculum committees, Dean Tiffany Heng-Moss, and VC Mike Boehm. I, too, approve fully in favor of this proposal. I request your approval and subsequent reporting to the Board of Regents at an upcoming meeting.

Sincerely,

Rodney D. Bennett, Ed.D.
Chancellor

- c: Mehmet Can Vuran, Chair, Academic Planning Committee
- Kathy Ankerson, Executive Vice Chancellor
- Josh Davis, Associate to the Chancellor
- Renee Batman, Assistant Vice Chancellor
- Suzi Tamerius, Project Coordinator
- Karen Griffin, Coordinator of Faculty Governance
- David Jackson, Vice Provost
- Angela Iwan, Executive Assistant to the EVPP

May 2, 2024

Chancellor Rodney Bennett
201 Canfield Administration
City Campus (0419)

Dear Chancellor Bennett:

The Academic Planning Committee (APC) considered a proposal to create a new undergraduate certificate in Wildlife Habitat Management to be administered by the School of Natural Resources in the College of Agricultural Sciences and Natural Resources. The APC voted to recommend approval of the proposal at its May 1, 2024, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Memet Can Vuran, Chair, Academic Planning Committee and Professor, School of Computing

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



MEMORANDUM

TO: Can Vuran, APC Chair

FROM: Katherine Ankerson, Executive Vice Chancellor *KSA*


DATE: April 9, 2024

SUBJECT: New Undergraduate Certificate in Wildlife Habitat Management

Attached please find a proposal to create a new Undergraduate Certificate in Wildlife Habitat Management to be administered by the School of Natural Resources in the College of Agricultural Sciences and Natural Resources. The proposed program of study utilizes existing courses and does not require additional resources to offer the program. The Wildlife Habitat Management certificate program is expected to be attractive to current students along with non-degree seeking students from community colleges, tribal colleges, and other post-secondary institutions who see this certificate as a valuable credential toward employment.

This new certificate program has the full support of the College of Agricultural Sciences and Natural Resources 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 for new undergraduate certificate in Wildlife Habitat
Management

DATE: September 26, 2023

I am pleased to approve, in my role as chief academic officer for the College of Agricultural Sciences and Natural Resources (CASNR), the proposal for a new undergraduate certificate in Wildlife Habitat Management.

Effective management of wildlife habitat requires a background in animal and plant ecology, wildlife management principles, and management strategies for a complex range of habitat types (e.g., grasslands, forests, aquatic watersheds, and land used for agriculture production). As such, this certificate is interdisciplinary in nature and leverages the strengths of three academic units in CASNR at the University of Nebraska-Lincoln.

The proposal was approved by members of the CASNR Curriculum Committee on September 15, 2023, and the CASNR Faculty on September 26, 2023.

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

CC: Dean Tiffany Heng-Moss



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 for new undergraduate certificate in Wildlife Habitat Management

DATE: September 26, 2023

I am pleased to approve the new undergraduate certificate for Wildlife Habitat Management in the School of Natural Resources. This undergraduate certificate would provide learning experiences for students in natural resources and agriculture at UNL or other institutions that have an interest in management of habitat for wildlife.

The certificate will be targeted to students majoring in Fisheries and Wildlife, Agronomy, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering who would use a combination of courses required for their current major and elective courses in their major to complete the certificate to strengthen their credentials and make them more employable.

The certificate was approved by the members of the CASNR Curriculum Committee on September 15, 2023, and the CASNR faculty on September 26, 2023.

If you need additional information, please let me know.

Enclosure

University of Nebraska-Lincoln New Undergraduate Certificate

I. Descriptive Information

Name of Institution Proposing New Undergraduate Certificate
University of Nebraska-Lincoln
Name of Proposed Undergraduate Certificate
Wildlife Habitat Management
Other Programs Offered in this Field by this Institution
Fisheries and Wildlife Major and Minor, Agronomy Major, Plant and Landscape Systems Major and Minor, Grassland Systems Major and associated minors, and Biological Systems Engineering Major
CIP Code: 6 digit <i>[IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]</i>
03.0201
Subject Code: 4 characters
NRES (but using courses in addition: PLAS, WATS, RNGE)
Primary Administrative Unit for the Proposed Undergraduate Certificate
School of Natural Resources
All Units Participating in the Undergraduate Certificate
School of Natural Resources, Agronomy and Horticulture, Biological Systems Engineering
Proposed Delivery Site
University of Nebraska-Lincoln East Campus
Undergraduate Certificate will be offered <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)
Undergraduate Certificate will be Offered to
<input type="checkbox"/> UNL degree seeking <input type="checkbox"/> UNL non-degree seeking <input checked="" type="checkbox"/> Both <input type="checkbox"/> Other (please explain)
Program leads to licensure or certification
<input checked="" type="checkbox"/> no <input type="checkbox"/> yes If yes, explain:
The proposed certificate program is a subset of an existing degree program
<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Percentage of the proposed certificate program made up of existing courses
100 %
Proposed Date the New Undergraduate Certificate will be Initiated
<i>[Fall 2025]</i>

II. Details

Purpose of the Proposed Undergraduate Certificate:

This undergraduate certificate would provide learning experiences for students in natural resources and agriculture at UNL that have an interest in management of habitat for wildlife. We also believe there is potential for use by students

who have achieved an associate's degree with preparation in biology who wish to earn an additional credential in this area. Effective management of wildlife habitat requires a background in animal and plant ecology, wildlife management principles, and management strategies for a complex range of habitat types (e.g., grasslands, forests, aquatic watersheds, and land used for agriculture production). As such, this certificate is interdisciplinary in nature and leverages the strengths of three academic units in the College of Agriculture Sciences and Natural Resources at the University of Nebraska-Lincoln.

The certificate will strengthen credentials of students majoring in Fisheries and Wildlife, Agronomy, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering who would use a combination of courses required for their current major and elective courses in their major to complete the certificate and make them more competitive in the workforce.

Participants in the certificate would gain experience and knowledge related to wildlife habitat management to pursue careers in the following areas:

1--Wildlife biologists with state and federal agencies: Wildlife biologists study animals and other wildlife and how they interact with their ecosystems. Habitat management is a sub-section of this field and employers include NGOs such as Pheasants Forever and Ducks Unlimited, state wildlife agencies, and federal wildlife and natural resources agencies such as US Fish and Wildlife Service, US Geological Survey, the National Park Service, and other Department of Interior agencies. The Bureau of Labor Statistics predicts a steady job outlook for wildlife biologists, but it is a competitive job market. Thus, the certificate will enhance marketability of those who complete it.

2—Conservation scientists: Conservation scientists manage the overall land quality of forests, parks, rangelands, and other natural resources. The Bureau of Labor Statistics predicts a 5% growth from 2021 to 2031 in this field. With a competitive job market, the certificate will enhance marketability of those who complete it.

Description of the Proposed Undergraduate Certificate:

The Learning Outcomes for the Wildlife Habitat Management Undergraduate Certificate are:

- Apply ecological principles to management of wildlife habitat in systems of grasslands, forests, aquatic watersheds, and agricultural production landscapes.
- Compare and utilize methods for identifying typical plant species in Nebraska and the Great Plains.
- Propose strategies for effective management of wildlife habitats.

This interdisciplinary certificate is designed primarily for students in the College of Agricultural Sciences and Natural Resources degree programs such as Fisheries and Wildlife, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering. This certificate program is open to degree-seeking University of Nebraska–Lincoln undergraduates with preparation in biological sciences and associate degree holders who enter UNL as non-degree seeking students. The primary delivery of this program will be in-person.

Admission to the certificate program for non-degree seeking students and current degree-seeking University of Nebraska–Lincoln students in majors outside of the College of Agriculture Sciences and Natural Resources will be: (1) at least 8 credits of introductory biology (e.g., equivalents of LIFE 120 and 121), and (2) either two semesters of chemistry or one semester of physics. Transfer courses must meet the University of Nebraska–Lincoln CASNR transfer guidelines to be accepted. Current students wishing to add this certificate to their Nebraska undergraduate degree program should contact one of the certificate advisors and complete the application form. The School of Natural Resources will manage this program.

Course Code and Name for Required Courses	Credit Hours	Prerequisites, if applicable	Course and Lab Fees
<i>Introductory wildlife management course:</i> NRES 311 Wildlife Ecology and Management**	3	NRES 220 or BIOS 207, or concurrent.	\$0
<i>Grassland management course (select one):</i> NRES 245 / PLAS 245 Introduction to Grassland Ecology and Management** NRES 438 Grassland Conservation: Planning and Management**	3	PLAS 153 Junior Standing	\$0 \$30
<i>Forest management course (select one):</i> NRES 310 Introduction to Forest Management** NRES 457 / PLAS 457 Green Space and Urban Forestry Management (3 cr)	3-4	BIOS 101, PLAS 131 or LIFE 120 Junior Standing	\$15 \$0
<i>Plant identification course (select one):</i> PLAS 442 / GRAS 442 / NRES 442 / RNGE 442 Wildland Plants** NRES 201 / LARC 201 / PLAS 201 Dendrology: Study and Identification of Trees and Shrubs	3-4	Junior Standing None	\$0 \$0
<i>Aquatic management course (select one):</i> NRES 468 / BIOS 458 / BSEN 468 / WATS 468 Wetlands** NRES 481/ WATS 481/ BIOS 481 Stream and River Ecology** NRES 459 / WATS 459 / BIOS 459 Limnology** NRES 470 Lake and Reservoir Restoration** WATS 354 / MSYM 354 / SOIL 354 Soil Conservation and Watershed Management	3-4	Two semesters chemistry, junior standing NRES 222 or equivalent NRES 220 or BIOS 207, two semesters chemistry 12 hrs NRES or related fields PLAS/SOIL 153, one semester physics	\$40 \$20 \$25 \$0 \$0
<i>Agriculture systems management course (select one):</i> PLAS 435 / NRES 435 Agroecology** RNGE 340 / PLAS 340 / GRAS 340 Range Management and Improvement** NRES 417 / PLAS 418 Agroforestry Systems in Sustainable Agriculture** NRES 438 Grassland Conservation: Planning and Management**	3	Senior standing 12 hours biological or agricultural sciences. Junior Standing	\$0 \$0 \$30
Total	18		

***Courses that can be used to satisfy a requirement in the Fisheries and Wildlife major. We have provided the information to demonstrate how current Fisheries and Wildlife major could judiciously select courses that satisfy degree program requirements and also certificate requirements.*

How and when advisors are assigned for students in the certificate program?

The School of Natural Resources' academic advisors (currently Sara Winn 402-472-0636, sara.winn@unl.edu and Kenneth Pyle 402-472-7471, kpyle4@unl.edu) will be assigned as academic advisors for students enrolled in the certificate program. Students majoring in Agronomy, Plant and Landscape Systems, Grassland Systems, and Biological Systems Engineering will retain their academic advisors, but the School of Natural Resources Student Success Team will be available for student questions regarding the certificate. This team will serve as primary contact for questions about the certificate (regarding requirements, substitutions, scheduling of courses, etc.).

What are the measures and procedures for verification of completion of the certificate requirements?

To verify completion of the certificate program, an audit of courses is completed and tracking of completion of the certificate will be done. Students may request an audit of the certificate at any time during the program, but should complete one when they are enrolled in the final courses required to verify the certificate is completed. Forthcoming procedures from the Office of the University Registrar will facilitate verification and generating the certificate.

What are the measures and procedures for ongoing evaluation of the certificate program?

Students in the certificate program will be monitored for progress towards completion. A survey of students at the end of their program will be developed and provided to ensure the certificate meets their needs. An additional evaluation to be completed by the student's future supervisors upon receiving employment may also be conducted.

What is the Impact on Course Subject Codes; Will any subject codes need to be created, modified, or deleted in relation to the creation of this certificate program?

No course subject codes will need to be created, modified or deleted.

III. Review Criteria

A. Centrality to UNL Role and Mission

As a land-grant university, the University of Nebraska-Lincoln is charged with instruction, research, and outreach in agriculture and mechanic arts, not excluding other scientific or classical areas of study. The Institute of Agriculture and Natural Resources (IANR) was established through Nebraska legislative action for leadership in and service in agriculture, natural resources, and related fields of study. The College of Agriculture Sciences and Natural Resources (CASNR) is home to more than 30 undergraduate degree programs providing instruction, research, and outreach in agriculture, natural sciences, and other related fields.

The college has a long and distinguished history of preparing talented, highly-trained, and motivated professionals that contribute to the effective management of private and public lands for wildlife, which includes management of habitats that are shared with agricultural production. Both natural resources and agriculture are economic engines that are vital to the success of Nebraska, and each requires a trained workforce. The certificate would enhance the credentials offered by the School of Natural Resources, Department of Agronomy and Horticulture, and Department of Biological Systems Engineering to ensure an option exists beyond a major/degree that is recognized in the workforce. Those who complete the undergraduate certificate will be well prepared to support wildlife habitat management in Nebraska.

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

This proposal enhances the success of the NU 5-Year Strategic Framework through:

- Workforce development: this certificate will make students more marketable and focus their educational experience on career considerations prior to graduation.
- Student access and affordability: for students who have not yet attained a degree, the accomplishment of this certificate has the potential to make them marketable for positions that do not require a bachelors degree.
- Partnerships: this certificate leverages partnerships with city, state, and federal agencies in agriculture and natural resources, NGOs, and environmental consulting firms that the participating academic units have nurtured to provide real-world case problems, field trips, and learning experiences in the courses required for the certificate.

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

[Nebraska's statewide goals/plan can be found here:

<https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/CompPlan.pdf>]

The undergraduate certificate in Wildlife Habitat Management addresses the following statewide education goals:

- “Nebraska colleges and universities will provide their graduates with the skills and knowledge needed to succeed as capable employees and responsible citizens.”
 - The certificate has been developed specifically for workforce training to provide skills needed for natural resource management in Nebraska.
- “Higher education in Nebraska will 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 certificate was developed with stakeholders (see attached letters of support) in the natural resource agencies and NGOs in Nebraska to provide skilled workers for their hiring opportunities.
- “Postsecondary education institutions will provide appropriate support services to help all students reach their educational goals, regardless of where or how the instruction is delivered.”
 - The certificate is available to students with an associate’s degree who desire additional credentials without completing a Bachelor’s degree. Our support staff are available to assist those students with their educational paths.

The proposed certificate would provide specific skills to students studying natural resources sciences through learning experiences focused on wildlife habitats and sustainable habitat management and restoration.

D. Evidence of Need and Demand

1. Need: Workers in natural resources careers, including wildlife habitat management, are vital to Nebraska and the entire United States. The Bureau of Labor Statistics predicts a 5% growth from 2021 to 2031 in conservation scientist positions. With a competitive job market, the certificate will enhance marketability of those who complete it. The Nebraska Game and Parks Commission reports that in Nebraska, hunting, fishing, wildlife viewing, and state park visitation supports more than 24,000 jobs and has an economic impact of more than \$2.64 billion annually. The University of Nebraska-Lincoln is the primary institution for training students for careers in natural resources in the state.
2. Demand: The School of Natural Resources’ Fisheries and Wildlife degree program (252 enrolled in Fall 2023) currently offers an option in wildlife habitat management. We estimate that at least 40 students have selected the wildlife habitat management option, which suggests the demand for the certificate. We believe it has high potential to be used by students in other related degree programs. The collaborating academic

units have large enrollments in their degree programs, which suggests we should expect at least 10 students to enroll in the certificate program for each of the first five years of operation. The courses used for the certificate are already in use by majors and minors and do not depend on the certificate program for their success; therefore, there is no minimum number of students required to make the certificate program viable.

E. Avoidance of Unnecessary Duplication

No other college or university in Nebraska offers the breadth of courses in wildlife management and ecosystem management found at UNL. Similarly, no other Nebraska post-secondary school offers an undergraduate certificate in Wildlife Habitat Management.

F. Adequacy of Resources:

1. Faculty/Staff: Current faculty and staff in the collaborating academic units will fulfill the teaching and advising needs of the proposed certificate.
2. Library/Information Resources: The University of Nebraska-Lincoln has the infrastructure and talent to ensure students have access to library resources to support their academic success. No new library resources are required.
3. Physical Facilities and Equipment: No new facilities are needed.
4. Instructional Equipment and Informational Resources: UNL's current instructional equipment and informational resources are adequate to support success of students in the program.
5. Course and Lab Fees: No new fees or modifications of current fees are needed to create this program.
6. Budget Projections: No new expenses will be incurred.

IV. Appendices

A: Catalog Copy—See attached

B: Letters of Support—See attached

TABLE 1: PROJECTED EXPENSES - UNL Wildlife Habitat Management UG Certificate

	(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
Personnel		\$0		\$0		\$0		\$0		\$0		\$0
Operating												
		\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses		\$0		\$0		\$0		\$0		\$0		\$0

CCPE; 11/19/08

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - UNL Wildlife Habitat Management UG Certificate

	FY(2025-26) Year 1	(FY2026-27) Year 2	(FY2027-28) Year 3	(FY2028-29) Year 4	(FY2029-30) Year 5	Total
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 ¹	\$16,080	\$32,160	\$48,240	\$48,240	\$48,240	\$192,960
Other Funding	\$0	\$0	\$0	\$0	\$0	\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$16,080	\$32,160	\$48,240	\$48,240	\$48,240	\$192,960

¹ Tuition only, assuming 10 new resident enrollees each year at six credit hours per year, reaching 30 total enrolled students in year three and going forward.

CCPE; 11/19/08

Wildlife Habitat Management Undergraduate Certificate

The courses in the Wildlife Habitat Management Undergraduate Certificate program will the following skills:

1. Apply ecological principles to management of wildlife habitat in systems of grasslands, forests, aquatic watersheds, and agricultural production landscapes.
2. Compare and utilize methods for identifying typical plant species in Nebraska and the Great Plains.
3. Propose strategies for effective management of wildlife habitats.

This interdisciplinary certificate is open to any UNL undergraduate or non-degree seeking students.

Students must complete a minimum of 18 hours in the required course categories. NOTE: Some courses have prerequisites that may not be included in the certificate. Current University of Nebraska–Lincoln students in colleges other than CASNR will be required to complete at least one semester of college-level biology and one semester of college-level chemistry credit prior to admission into the undergraduate certificate program. Transfer courses must meet the University of Nebraska–Lincoln CASNR transfer guidelines to be accepted. Current students wishing to add this certificate to their Nebraska undergraduate degree program should contact one of the certificate advisors and complete the application form. Requirements for admission for students outside UNL will include:

- one course in introductory soil science
- 8 credits of introductory biology (e.g., equivalents to LIFE 120 and 121)
- Two semesters of chemistry or one semester of physics

Course Requirements:

Course Number	Minor Credit # Credit Hours
<i>Introductory wildlife management course:</i> NRES 311 Wildlife Ecology and Management	3
<i>Grassland management course (select one):</i> NRES 245 / PLAS 245 Introduction to Grassland Ecology and Management NRES 438 Grassland Conservation: Planning and Management	3
<i>Forest management course (select one):</i> NRES 310 Introduction to Forest Management NRES 457 / PLAS 457 Green Space and Urban Forestry Management (3 cr)	3-4

<p><i>Plant identification course (select one):</i></p> <p>PLAS 442 / GRAS 442 / NRES 442 / RNGE 442 Wildland Plants</p> <p>NRES 201 / LARC 201 / PLAS 201 Dendrology: Study and Identification of Trees and Shrubs</p>	3-4
<p><i>Aquatic management course (select one):</i></p> <p>NRES 468 / BIOS 458 / BSEN 468 / WATS 468 Wetlands</p> <p>NRES 481/ WATS 481/ BIOS 481 Stream and River Ecology</p> <p>NRES 459 / WATS 459 / BIOS 459 Limnology</p> <p>NRES 470 Lake and Reservoir Restoration</p> <p>WATS 354 / MSYM 354 / SOIL 354 Soil Conservation and Watershed Management</p>	3-4
<p><i>Agriculture systems management course (select one):</i></p> <p>PLAS 435 / NRES 435 Agroecology</p> <p>RNGE 340 / PLAS 340 / GRAS 340 Range Management and Improvement</p> <p>NRES 417 / PLAS 418 Agroforestry Systems in Sustainable Agriculture</p> <p>NRES 438 Grassland Conservation: Planning and Management</p>	3
Total	18

Wildlife Habitat Management Undergraduate Certificate

Appendix B

Letters of Support: Internal and External



26 January 2023

*CASNR Curriculum Committee
College of Agricultural Science and Natural Resources
University of Nebraska*

CASNR Curriculum Committee,

I am pleased to provide a letter of support for the proposed certificate program in Wildlife Habitat Management. The School of Natural Resources' faculty have provided the initial facilitation for the design of the certificate, and our advising staff will provide support to students in this program. However, I am pleased that faculty have created this as an interdisciplinary program that leverages courses in three academic units. As such, the certificate program has relevance to students in a variety of degree programs in CASNR.

Our natural resources programs in CASNR are growing, and the needs for trained workers is great. The certificate nicely packages a set of courses that provide hands-on skills and training. Our stakeholders have elevated the skills provided by this proposed certificate as critical for marketability of students as they seek employment with agencies and NGOs in career pathways related to habitat management.

Thank you for your consideration of this certificate proposal.

Sincerely,

Dr. John P Carroll
Director
Phone - +1 402-472-8368
Email – jcarroll2@unl.edu

[Co-Chair IUCN-SSC Galliformes Specialist Group](#)
[Executive Board, National Association of University Fish and Wildlife Programs](#)

January 29, 2023

John Carroll, Professor and Director
School of Natural Resources
903 Hardin Hall
Lincoln NE 68583-0989

Dear John,

The Department of Agronomy and Horticulture fully supports the proposed undergraduate certificate in Wildlife Habitat and Management. I confirm that we will be glad to accept students from your proposed certificate into PLAS 245 Grassland Management, PLAS 442 Plant Identification, PLAS 435 Agroecology, PLAS 340 Range Management and Improvement. Thank you for including these courses in the program.

The Department of Agronomy and Horticulture looks forward to having the certificate available to our students.

Sincerely,



Martha Mamo, Professor and Head
Department of Agronomy and Horticulture

June 21, 2023

Larkin Powell
Professor & Associate Dean
University of Nebraska–Lincoln
School of Natural Resources
College of Ag Sci & Nat Res

RE: Wildlife Habitat Management Certificate

Larkin,

Thank you for leading the efforts to establish the Wildlife Habitat Management Certificate. Our students will benefit.

BSE is supportive of establishing the Wildlife Habitat Management Certificate.

We have various courses that may be candidates for inclusion. I am glad to explore. I also understand that Aaron Mittelstet has identified AGST (MSYM) 354, Soil Conservation and Watershed Management as a likely course. I agree.

Thanks again for leading us.

Sincerely,

A handwritten signature in blue ink that reads "David Jones". The signature is written in a cursive style with a horizontal line above the name.

David Jones, Ph.D.
Professor and Head



United States Department of the Interior

FISH AND WILDLIFE SERVICE



Nebraska Partners for Fish and Wildlife Program
9325 South Alda Road
Wood River, NE 68883

January 12, 2023

Mr. Larkin Powell
Professor and Associate Dean
School of Natural Resources
College of Ag Science and Natural Resources

Dear Mr. Powell:

The US Fish and Wildlife Service (Service) is pleased to have the opportunity to work with students that have an interest in the field of natural resources management. To date, the knowledge and skills University students have received have been exceptional and students majoring in the natural resources degree program who complete the Wildlife Habitat Management Undergraduate certificate will have received the training necessary to be competitive in entry-level positions within the Service. We look forward to working with the next generation of students as they begin their careers in natural resources management. Thank you for fostering the next generation of conservationists.

Sincerely,

Partners for Fish and Wildlife Program
U.S. Fish and Wildlife Service

REGION 6
MOUNTAIN-PRAIRIE

COLORADO, KANSAS, MONTANA, NEBRASKA, NORTH DAKOTA, SOUTH DAKOTA, UTAH, AND WYOMING



2200 N. 33rd St. • P.O. Box 30370 • Lincoln, NE 68503-0370 • Phone: 402-471-0641

January 12, 2023

Larkin A. Powell
University of Nebraska-Lincoln
College of Agricultural Sciences and Natural Resources
419 Hardin Hall
Lincoln, NE 68583-0974

Re: Wildlife Habitat Management Certificate

Dear Larkin,

Thank you for allowing me to review the proposal to offer a Wildlife Habitat Management certificate through the School of Natural Resources. As we have discussed, it is becoming increasingly difficult to find candidates that possess the necessary qualifications to succeed in the conservation field. The courses required to receive this certificate will provide your students with a leg up on other prospective job seekers. Providing your students with a ready-made path to a deeper understanding of these subjects will serve them well. I feel that this certificate will benefit both the student and those agencies and organizations looking to hire the next generation of biologists, managers, and leaders.

Thanks again for the opportunity and I would be happy to help as you revise these ideas further.

Sincerely,

A handwritten signature in black ink, appearing to be "Eric Zach", written in a cursive style.

Eric Zach
Agriculture Program Manager

January 24, 2023

Larkin Powell
University of Nebraska – Lincoln
419 South Hardin Hall
3310 Holdrege Street
Lincoln NE 68583-0974

Dear Larkin,

Thank you for the opportunity to review and provide feedback on your proposed Wildlife Habitat Management Undergraduate Certificate to be available to students at the University of Nebraska – Lincoln. I think the concept has merit and would be worthwhile.

The Natural Resources Conservation Service, along with other conservation agencies in the federal government, hire a wide range of natural resource conservation professionals – and in some cases, these positions are more of a general natural resources management role. With that in mind, I encourage you to compare how your course offerings compare to the “series” and associated education qualifications used by Office of Personnel Management (OPM). It is apparent to me that having this certificate available for students who are not majoring in fisheries and wildlife would not only provide more knowledge about wildlife habitat but also allow them to qualify for a wider range of occupational series within the federal government.

As an example, a student in agronomy or animal science that might easily qualify for a series in their field of study (i.e. 471 agronomy or 487 animal science) could also qualify for a 401 general natural resources management or even 486 wildlife biologist if they selected appropriate course work to obtain the certificate.

With that in mind, I am supportive of the university adding this certificate to their program.

NRCS appreciates the close communication between the university staff and our agency to ensure well-trained resource professionals are entering the workforce for conservation.

If you have any questions, please contact me at 402.437.4100 or by email at ritch.nelson@usda.gov.

Sincerely,

Ritch Nelson

RITCH NELSON
State Wildlife Biologist





BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

August 8, 2024

AGENDA ITEM: Proposal to establish a Bachelor of Science (BS) in Artificial Intelligence (BSAI) administered by the Department of Computer Science in the College of Information Science and Technology (IS&T) at the University of Nebraska at Omaha (UNO)

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

This is a report required by Regents' Policy.

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

The proposed 120 credit hour in-person undergraduate BSAI degree in Artificial Intelligence (AI) is designed so that students will become specialists/leaders able to construct and implement AI systems and AI-driven technologies across a broad spectrum of industries and consumer uses. The BSAI degree will synergistically leverage coursework in UNO's BS in Computer Science program and UNL's Data Science degree. The curriculum will only include two new courses, one of which will also serve the existing UNO BS in Computer Science. The program has been designed for students to focus on AI and machine learning foundations and applications while providing them with the flexibility to expand their knowledge with other discipline-related electives. This elective coursework requirement can be met using existing UNO coursework and/or coursework associated with UNL's Data Science degree.

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 of the proposed new Undergraduate Major.

New Academic Program or Organizational Units

UNO-Proposal to establish a BS in Artificial Intelligence (BSAI)

Proposed Data of First Offering or Org. Unit Creation:		Upon approval			
New/Additional Annual Program Costs*	Program Management		Brief Explanation		
	FTE	Expense	The 120 CH in-person undergraduate BSAI degree is designed so that students will become specialists/leaders able to construct and implement AI systems and AI-driven technologies. The curriculum will synergistically operate with the BS in Computer Science (CS) program, sharing several introductory courses. Students can also leverage coursework associated with UNL's Data Science degree; only two new courses will be created (including one that will be shared with CS).		
Faculty	0.125 \$ 21,424.00				
Staff	\$ 20,275.00				
Additional Expenses**	\$ 114,626.00				
Total Annual Expense	\$ 156,325.00				
*Total salary and benefits at year 5; **Additional costs on an annualized basis estimated for Year 5					
AAU Recognition Potential Impact: []Very Negative []Negative []None []Positive []Very Positive [X]Not Applicable					
AAU Recognition Criterion Impacted (If any):					
Minimum Estimated Program Enrollment (Year 5)					
	Enrollment	Credit Hours	Tuition Rate	Income	
Resident*	90	24	\$ 268.00	\$ 578,880.00	
Fees	90			\$ 111,438.90	
			Total Income	\$ 690,318.90	
			Net Income	\$ 533,993.90	
*UNO calculated the income based on a combination of tuition and fees for 24 SCH per year; fees are inclusive of course and non-course fee types.					



MEMORANDUM

To: Jeffery Gold, Executive Vice President and Provost

From: Jo Li, Chancellor, University of Nebraska at Omaha

Date: May 14, 2024

RE: Program Proposal—Artificial Intelligence

A handwritten signature in blue ink, appearing to be 'Jo Li', located to the right of the 'From:' field.

The University of Nebraska at Omaha committees have reviewed and endorsed the creation of a new undergraduate program.

The Department of Computer Science requests the creation of a Bachelor of Science in Artificial Intelligence (BSAI). The transformative power of Artificial Intelligence (AI) is widely recognized and poised to reshape every facet of our daily lives. Recent breakthroughs, exemplified by innovations like ChatGPT, Gemini, LLAMA, Bard, Pi, Dall-E, and Sora, have ignited a pressing need for educational institutions to adapt swiftly to the burgeoning field of AI. The need to prepare a future workforce that is proficient in the fundamentals of AI and that is aware of the opportunities, as well as the challenges, posed by AI technologies is urgent. It is imperative for the metropolitan university of UNO to have a program that can better prepare our students in AI, empowering them to emerge as future leaders of the ongoing AI revolution.

Cc: David Jackson, Vice Provost
Phil He, Senior Vice Chancellor for Academic Affairs, Office of Academic Affairs
Martha Garcia-Murillo, Dean, College of Information Science and Technology
Angela Iwan, Executive Assistant to the Provost, Office of the Provost
Keristiena Dodge, Chief of Staff, Office of the Chancellor
Angie Sargus, Executive Associate, Academic Affairs



New Degree and Major Proposal Form

Descriptive Information

Name of Institution Proposing the Program:

University of Nebraska at Omaha

Name of the Proposed Program:

Artificial Intelligence

Degrees/credentials to be awarded graduates of the program:

Bachelor of Science in Artificial Intelligence, abbreviation of BSAI

Other programs offered in this field by this institution:

UNO BS/MS in CS with AI Concentration

CIP code: 11.0102

List the administrative units for the program:

Department of Computer Science

Proposed delivery Site:

University of Nebraska Omaha (UNO) campus: In-person

Date approved by governing board: TBD

Proposed date (term/year) the program will be initiated:

Fall 2025

I. Description of the Proposed Program

The transformative power of Artificial Intelligence (AI) is now widely recognized, poised to reshape every facet of our daily lives. Its impact spans socio-economic structures, technological ecosystems, global competitiveness, and the future of work. Recent breakthroughs, exemplified by innovations like ChatGPT, Gemini, LLAMA, Bard, Pi, Dall-E, and Sora, have ignited a pressing need for educational institutions to adapt swiftly to the burgeoning field of AI. Universities nationwide are keenly observing its profound influence on higher education. The need to prepare a future workforce that is proficient in the fundamentals of AI and that is aware of the opportunities as well as the challenges posed by the AI technologies is urgent. Advances in AI are progressing at a rapid pace. It is imperative for the metropolitan university of UNO to have a program that can better prepare our students in AI empowering them to emerge as future leaders of the ongoing AI revolution.

The Computer Science department, the designer of this proposal, unequivocally believes that a new BS degree in AI (BSAI) is the appropriate curricular pathway to prepare the future workforce in AI, and that the faculty in the computer science department at the college of IS&T are uniquely qualified, and well-equipped to deliver such a degree. The proposed BSAI degree will be a step towards forging a strong AI workforce for the state of Nebraska and our nation. This BSAI degree will be the first-of-its-kind at University of Nebraska-Omaha (UNO) and to the best of our knowledge, it will be the first such degree across the Nebraska University (NU) system. A timely assessment and launching of the BSAI degree will enable UNO to serve the larger Midwest region by partnering with AI related small businesses, availing state and federal government AI workforce development opportunities, and engaging the community and making them aware of the developments in the field of AI.

The mission of the BSAI program is to produce “AI-specialists/leaders” to meet the exploding demand of AI related jobs across the nation. The department proposes to develop a 4-year degree program, tailored to meet the demand and needs of academia, government, and industry for a future AI-ready workforce that can contribute to the socio-economic landscape of the state of Nebraska. The proposed program of study will prepare students through didactic courses teaching the foundational principles of AI, hands-on experiences, and projects/labs using latest AI technologies, and capstone term projects with clients.

The BSAI program educational objectives are to graduate students who:

- Attain a successful professional career in AI or related fields. Design and implement AI systems and AI-driven technologies to push boundaries of technological innovation, solve real-world problems, ethical decision making, empathy, enabling organizations to meet the opportunities and challenges of an AI-driven economy and improve the lives of people, communities and societies.
- Provide leadership, integrate multiple perspectives, mentor, and take responsibility for ethical and safe data collection and governance of data in emergent AI systems.
- Successfully adapt to the rapidly evolving AI landscape through life-long learning, community engagement, and endeavor to make AI technologies work for the larger social good.

II. Program of Study

2.1. Admission Requirements

The BSAI program is open to all UNO undergraduate students who are eligible to enroll in a program in the college of IS&T. The criteria and procedures for admitting students into the BSAI program adhere to those required for admission to UNO. These criteria are described on UNO’s website [Undergraduate Admissions | University of Nebraska Omaha \(unomaha.edu\)](https://unomaha.edu/undergraduate-admissions). These requirements along with ACT or SAT scores, high school diploma or GED, and other application materials would be evaluated for admission to the University.

For transfer students, the ACT or SAT requirement must be supported by a GPA of 2.5. Transfer students must have a minimum of 12 credit hours.

- a. **From within the Institution:** Students who transfer from within the University system to the Bachelor of Science in Artificial Intelligence are evaluated with the same

admission criteria as any other incoming students. Transfer credits are evaluated based on transfer credits grades and transfer guides developed by faculty members from the various institutions in the university system. Students must have an official transcript on file and have completed the course with a ‘C- or better’ to gain transfer credit for a course. The students also must have a cumulative GPA of 2.5 or better. Selected computer science core courses such as CIST 1400 Intro to Computer Science I and CSCI 1620 Intro to Computer Science II require a grade of C or better.

These transfer guides provide consistent course consideration based on review of syllabi by program faculty.

- b. **From Another Institution:** Courses are transferred from two types of ‘other institutions.’ The first situation is a transfer request from an institution who has an existing set of course transfer equivalencies established with the College of IS&T. In this case, a transfer guide is available and is used to guide the recommendation for transfer credit. The second situation is when students seek to transfer coursework from other institutions will have to submit an official transcript to the University and a course syllabus to the College. The course syllabi and a copy of the transcript will be forwarded to college faculty with content expertise who will evaluate and recommend equivalency of transfer credit.

Upon completion of evaluation of transfer credits, the College advisors document faculty recommendations in the student’s file and in the TES- transfer equivalency system. The evaluations are communicated to the registrar office staff to update the equivalency on the student’s academic record.

2.2. Major Topics

Major topics include English composition, Public speaking or Debate, College and Career Success, Natural & Physical Science, Social Sciences, Humanities and Fine Arts/US Diversity, Calculus I, Statistics, Linear Applied Linear Algebra, Mathematical Foundations of Computer Science, Introduction to Computer Science, Data Structures, Algorithms, Concepts and Principles of AI, Machine learning, Generative AI, AI/IT Ethics, and a capstone course. In addition, the students can pursue concentration area of emphasis or Core extension elective choosing topics from computer science, and AI concentration courses covering philosophy, information sciences. The program allows free electives for students to tailor programs integrating foundational aspects of AI with business, computer science, education, information systems, math, philosophy, natural/physical sciences, and social impacts. (Please see Appendix Attachment I for sample 4-year plan of study with these topics).

2.3. Program of Study

A minimum of 120 credit hours is required for a BSAI. A student must fulfill the university, college, and departmental requirements. Some courses may satisfy requirements in more than one area, but credit is awarded only once, thereby reducing the total number of credit hours for the degree to 120. For a BSAI degree, students must complete the following subject topic requirements.

University General Education (46 hours, 9 hours of which can be satisfied by courses in the required areas below; also assumes double counting 6 hours for humanities and diversity requirements)	31
Major Degree Requirements Core Courses (36 hours) Extension Courses (18 hours) Mathematics Courses (11 hours)	65
Electives	24
Total credits	120

2.3. Courses and Credit Hours

Course Number	Title and Description	Credit Hours	Competency Domain
CIST 1400 (Core)	Introduction to Computer Science I: This course is an introduction to computer science within the context of a high-level programming language. Students will be introduced to fundamental programming concepts and program design with the goal of solving computational problems. This course has a required laboratory component.	3	Introductory Computer Programming with Lab
CSCI 1620 (Core)	Introduction to Computer Science II: This course introduces students to advanced programming techniques and algorithm analysis. The topics covered will enable students to develop large-scale software with efficient algorithms that are maintainable. This course has a required laboratory component; students must register for the laboratory section attached to their lecture section.	3	Advanced Computer Programming with Lab
Math1950 (Math)	Calculus I: This is a course in plane analytic geometry emphasizing the study of functions, limits, derivatives and applications, and an introduction to integration.	5	Mathematics & general education quantitative reasoning
CSCI 2030 (Math)	Foundations of Mathematics for Computer Science: This course introduces discrete mathematics concepts that are foundational for the study of computer science such as functions, relations, and sets, basic logic, methods of proof, mathematical induction, computational complexity, recursion, counting, recurrences, relations.	3	Mathematical foundations of Artificial Intelligence
MATH 2050 (Math)	Applied Linear Algebra: This course presents Matrix algebra, simultaneous equations, vector spaces, with applications of linear algebra and computational considerations. Mathematical software is utilized, with required assignments.	3	Mathematics

AIML 2060 (Core New Course)	Concepts in Artificial Intelligence: This course will introduce students to the foundational concepts in Artificial Intelligence and provide a broad overview of topics including representation, heuristic search, automated problem-solving, decision-making, and machine learning. This course will be the first contact with AI concepts in the BSAI degree program and will.	3	AI foundations
CSCI 2410 (Core)	Data Analytics in Python: This course is an introduction to the basic concepts and principles of data analytics using Python language. The course emphasizes applying Python, libraries and special software packages to data munging, analysis, mining, and visualization, and machine learning techniques including statistical analysis, parameter estimation, regression, classification, predictive modeling etc.	3	AI foundations
CIST 2500 (Core)	Introduction to Applied Statistics for IS&T: The course emphasizes the function of statistics in information science and technology including topics such as descriptive statistical measures, probability discrete probability, sampling, estimation analysis, hypothesis testing, regression, and analysis of variance. Computer packages will be used for the problem-solving process.	3	Applied Mathematics
CIST 3000 (Core)	Advanced Composition of IS&T: Advanced Composition for IS&T provides students with instruction and practice in academic writing for the technical sciences. The course focuses on principles of rhetoric and composition, advanced library-based research techniques, academic modes of writing suited to the technical sciences, style, grammar, and punctuation, all with attention to adapting writing to suit the needs of various academic and professional audiences.	3	General Education Writing in the Discipline
CIST 3110 (Core)	IT Ethics: The course will cover the development and need for issues regarding privacy and the application of computer ethics to information technology.	3	Applied Information Science and AI and General Education Humanities
CIST 3320 (Core)	Data Structures: This is a core that will cover several data structures such as tree, hashing, priority queues and graphs as well as different algorithm design methods by examining common problem-solving techniques.	3	AI foundations
CSCI 3470 (Core)	Fundamentals and Algorithms for Machine Learning: This course discusses the fundamentals and algorithms of machine learning. Topics include supervised learning such as Decision Tree, Perceptron, Support Vector Machine, Naive Bayes, and Regression, unsupervised learning such as clustering, dimensionality reduction, kernel methods, learning theory such as bias/variance trade-offs, generalization, overfitting, and large margins.	3	AI foundations
CSCI 4100 (Core)	Introduction to Algorithms: The course provides students with a basic understanding of algorithm analyses. Main topics include growth of functions, asymptotic notation, recurrences, divide and conquer, sorting and its lower bounds, dynamic programming, greedy algorithms, graph traversal.	3	AI foundations
CSCI 4450 (Core)	Principles of AI: An introduction to principles of artificial intelligence. The course will cover topics such as machine problem solving, uninformed and informed	3	AI foundations

searching, propositional logic, first order logic, approximate reasoning using Bayesian networks, temporal reasoning, planning under uncertainty and machine learning.

AIML 4970
(Core
New Course)

AI Capstone: The Capstone Project completes an Artificial Intelligence student's undergraduate experience. Students will address real-world problems by developing projects applying AIML-driven principles and reasoning skills acquired throughout their undergraduate study.

3

A hands-on project course with clients, assessments involving real-life AI applications.

2.3.1. Extension Coursework

The BSAI program requires 18 credits (6 courses at 3 credits each) to be used as extension classes. These courses can be selected by the students in consultation with their undergraduate advisors. They can also be selected to enable students to have a broader learning experience that widens their future career choices. As customary for the undergraduate programs in the CS department, the plans of studies with these courses are approved by the BSAI undergraduate program committee. The students can choose any 6 courses at the sophomore to senior levels with the CSCI prefix and course numbers 2xxx-4xxxx and/or from a set of pre-approved extension courses from other departments. More details about these courses available in CS undergraduate catalog course listings¹.

Extension Coursework (Choose 6 courses)

- Any CSCI courses numbered 2xxx-4xxx which are not used to meet other BSAI degree requirements may be used to satisfy extension coursework
- The following courses are also included because they are part of the existing BSCS AI Concentration:
 - PHIL2010: Symbolic Logic
 - ISQA 4010: Business Intelligence
 - MATH/STAT 4450: Machine Learning and Data Mining

Potential Concentrations

Extension coursework hours can be used to accommodate future concentrations. Recognizing that AI impacts multiple disciplines, we anticipate that new interdisciplinary concentrations can be added to the program after it is approved. This will enable students to specialize according to their interests. Concentration proposals will be reviewed and approved by the BSAI undergraduate program committee.

2.3.2. Free Electives

A total of 24 credits are provided as free electives. Students can work with the advisors to use these free electives as they prefer. The BSAI program has been designed with a sufficient

¹ <https://catalog.unomaha.edu/undergraduate/coursesaz/csci/>

number of free electives inspired by the transdisciplinary nature of AI. Students can avail these free electives to have a convergent learning experience that prepares them for a diverse set of future careers. Courses from any of the focus areas of the UNL Data Science program can be applied as free electives for the proposed BSAI program (example UNL elective courses that complement the degree requirements include but are not limited to CSCE 386, CSCE 486, MATH 435, NRES 418, PLAS 420, SOCI 407, STAT462, STAT 475).

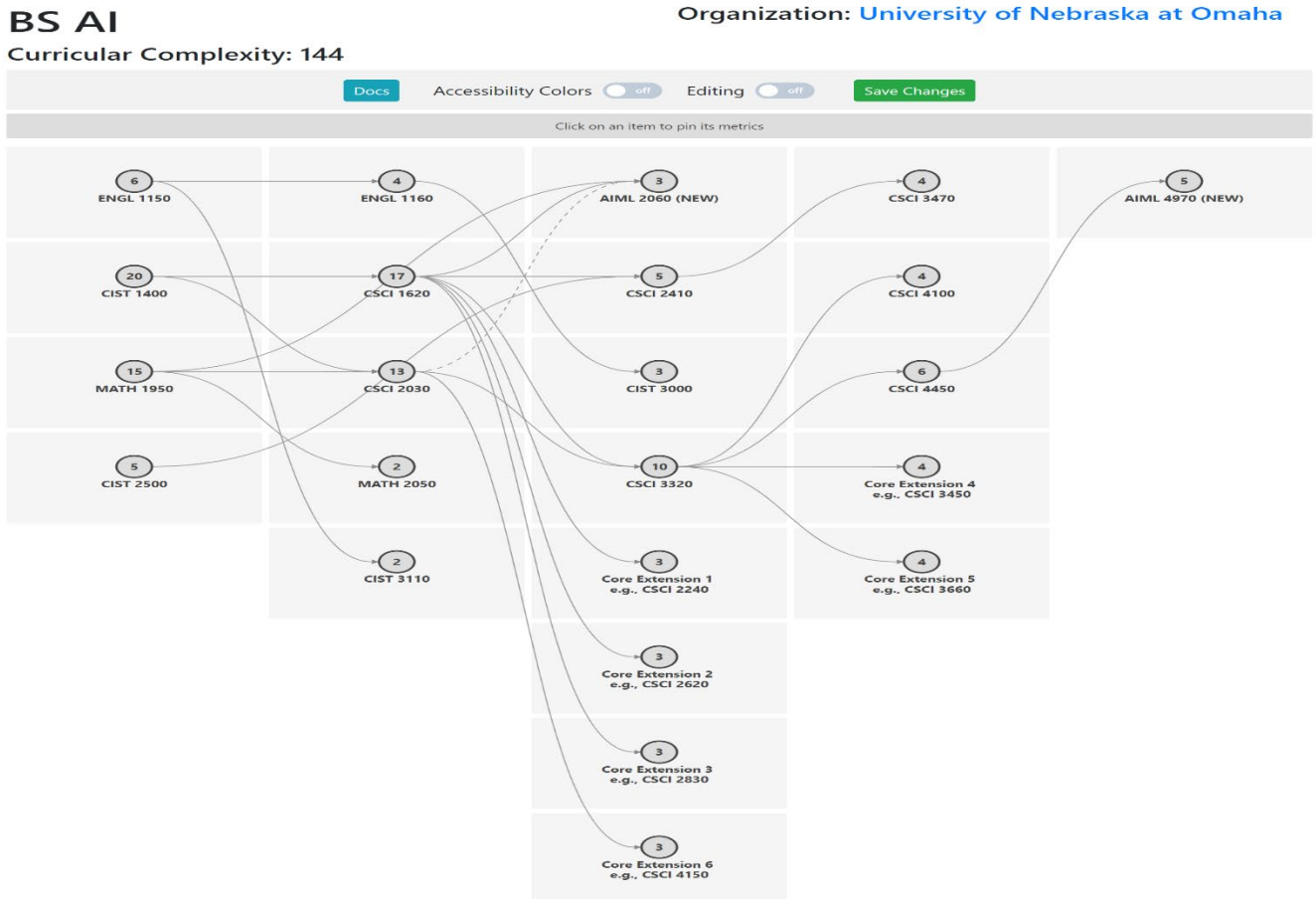
2.3.3. 4-Year Plan

Student cohorts including those matriculating into UNO and transfer students will start the BSAI program in Fall semester. Students can complete the BSAI program in 4 years. A sample 4-year plan of study where the students enroll in 14-16 credits in Fall and Spring semesters is given below. Several existing courses that are a part of the BSAI curriculum are offered in summer sessions as well. Further, the transfer equivalencies established for these existing courses will carry over to the BSAI program as well. These will enable the BSAI students to accelerate and/or reduce course load during the Fall and Spring semesters.

Bachelor of Science in Artificial Intelligence Plan of Study										
Year 1										
Fall					Spring					
Course #	Course Title	Course Total	Credits		Course #	Course Title	Course Total	Credits		
ENGL 1150	English Composition I		3		ENGL 1160	English Composition II		3		
CMST 1110/2120	Public Speaking OR Debate		3		CSCI 1620	Intro to Computer Science II		3		
MATH 1950	Calculus I		5		AIML 2060	Concepts in AI		3		
CIST 1400	Intro to Computer Science I		3		CIST 2500	Stats for IS&T		3		
Elective	CIST 1010 College & Career Success		1		Elective	Free Elective		3		
Semester Total:				15	Semester Total:				15	
Cumulative Total:				15	Cumulative Total:				30	
Year 2										
Fall					Spring					
Course #	Course Title	Course Total	Credits		Course #	Course Title	Course Total	Credits		
CSCI 2410	Data Analytics in Python		3		CSCI 3320	Data Structures		3		
CSCI 2030	Mathematical Foundations of Computer Science		3		MATH 2050	Applied Linear Algebra		3		
GenEd	Natural & Physical Science with Lab		4		GenEd	Natural Science without lab		3		
GenEd	Social Science Course		3		Elective	Free Elective		3		
Elective	Free Elective		1		Elective	Free Elective		3		
Semester Total:				14	Semester Total:				15	
Cumulative Total:				44	Cumulative Total:				59	
Year 3										
Fall					Spring					
Course #	Course Title	Course Total	Credits		Course #	Course Title	Course Total	Credits		
CSCI 3470	Fundamentals & Algorithms of Machine Learning		3		CSCI 4100	Intro to Algorithms		3		
	Concentration Area of Emphasis or Core Extension Elective		3		CIST 3110	IT Ethics (*Also applies towards humanities)		3		
CIST 3000	Advanced Composition for IS&T		3			Concentration Area of Emphasis or Core Extension Elective		3		
GenEd	Social Science Course		3		GenEd	Humanities & Fine Arts/Global Diversity Course		3		
GenEd	Humanities & Fine Arts/US Diversity		3		Elective	Free Elective		3		
Elective	Free Elective		1		Semester Total:				15	
Cumulative Total:				75	Cumulative Total:				90	
Year 4										
Fall					Spring					
Course #	Course Title	Course Total	Credits		Course #	Course Title	Course Total	Credits		
CSCI 4450	Principles of AI		3		AIML 4970	Capstone Course		3		
	Concentration Area of Emphasis or Core Extension Elective		3			Concentration Area of Emphasis or Core Extension Elective		3		
	Concentration Area of Emphasis or Core Extension Elective		3			Concentration Area of Emphasis or Core Extension Elective		3		
GenEd	Social Science Course		3		Elective	Free Elective		3		
Elective	Free Elective		3		Elective	Free Elective		3		
Semester Total:				15	Semester Total:				15	
Cumulative Total:				105	Cumulative Total:				120	

2.3.4. Curricular Complexity

Curricular complexity is a measure that is inversely proportional to the graduation rate of a program of study. It captures the pre-requisites and the degree of dependencies among the courses in a program. The higher the degree of dependency, the higher the curricular complexity and higher the difficulty for the students to progress through the program and graduate. Higher curricular complexity is also usually an indication of the rigidity and limited flexibility of a program. The curricular complexity of the BSAI program is 144, which is significantly lower than the current BS CS program offered by the CS department. A goal of the BSAI program design was to keep the curricular complexity low to allow students to learn the foundational aspects of AI along with its diverse applications. The curricular complexity of the BSAI program is depicted in Figure 3.



III. Faculty, Staff, and other Resources

3.1. Resources for Implementation and Maintenance

The proposed BSAI program is built on the strong educational infrastructures, research resources, and successes of existing programs in the College of Information Science & Technology; the Peter Kiewit Institute of Information Science, Engineering, and Technology; the College of Engineering, and its Office of STEM Education initiatives. The college of IS&T has a successful Cybersecurity program that was previously built leveraging resources from the computer science and information system courses. The BSAI program is inspired by the resource sharing model underlying the cybersecurity program and will expand its resource utilization as the demand and enrollment increase.

The program can start in Fall 2025 and maintained for at least five years with support from at least 12 existing CS faculty (5 Instructors/Lecturers, 3 Assistant Professors, 1 Associate Professor, and 3 Professors) who currently teach the required BSAI courses.

3.2. Physical Facilities, Equipment and Informational Resources

While no new additional physical facilities are needed for this program, the program will need computers in the PKI classrooms to be equipped with open-source software platforms such as Tensorflow, Pytorch and ChatGPT for machine learning and generative AI prompt engineering courses. While most of the AI software platforms are available free of charge, some of the AI tools with API support imposes nominal charges for their uses. These could be covered through existing Technology Fees assessed on IS&T course offerings. Students will also be able to use Holland Computing Center, AI labs and their GPU machines for capstone courses for the first 5 years. Dedicated GPU servers at the college of IS&T with UNO IT support may be acquired to address equipment shortages as the enrollments increase in the long-term.

3.3. Current vs Additional Resources

The BSAI program will be implemented leveraging the currently available faculty resources, physical facilities, instructional equipment and informational resources to deliver almost all the BSAI program. We will use our IT support to install new (freely available) AI software tools in the PKI classrooms.

The proposed curriculum includes 2 new courses, one of which is already planned for development to support the existing BS Computer Science program. Only the proposed Capstone course AIML 4970 would exclusively serve this program, and it would be offered initially only once a year starting in year 4 after the program is created. Thus, eventually the program would require a new 0.125 FTE faculty effort per academic year.

3.3.1 Administration

The BSAI program has been designed to allow for the creation of new concentrations in the future. The governance of this degree and its concentrations are managed by an AI undergraduate program committee (UPC) whose responsibilities include:

- a. Deciding what courses are offered under the AIML course designation

- b. Working with faculty and approving SLOs, and content more broadly, for all AIML-designated courses.
- c. Managing the content for AIML Core courses
- d. Deciding what concentrations to offer within the BSAI program
- e. Approving of special topics offerings
- f. Approving of internships and independent studies
- g. Report to CS department and the College Academic Committee
- h. Document workflows and processes, reviewing them annually, in consultation with the rest of the committee, to keep them up to date
- i. Handle all appeals and other management tasks
- j. Manage course and catalog update entry, if/when changes are made by the cognizant concentration committees
- k. Act as the primary point of contact for advising staff and the dean's office for the AIML program.
- l. Coordinate program reviews, working with the concentration committees and the GPC
- m. Schedule and conduct advisory board meetings, working with the concentration chairs for contact management
- n. Handle general education assessments for program-specific classes
- o. Student award/designation handling

The CS department, body of the whole, will maintain a veto privilege for decisions made by the program committee. The IS&T College Academic committee governs all courses and programs in the college, as specified in its charge in IS&T college governance documents.

3.4. Budgetary Considerations

The BSAI degree could be offered at minimal additional cost to the College of IS&T during its first five years.

The CCPE expense table estimates the following direct costs:

- 0.125 FTE faculty time beginning in year 4 to account for the cost of offering the dedicated capstone course for this program once annually once students reach that point in the curriculum. This pro-rated cost is estimated from a 9-month base salary of \$130,000 with 28% fringe benefits and a 3% increase in year 5. All other instruction costs are assumed to be subsumed by the BS CS degree since the necessary courses are already scheduled regularly.
- Advising support staff cost is estimated using a base advisor salary of \$55,000 with 28% fringe benefits and 3% annual increases amortized over approximately 350 students per advisor. Projected support staff costs for the program annually are computed by multiplying this amortized amount by total expected enrollment of the program (see table 1 in section 4.3).

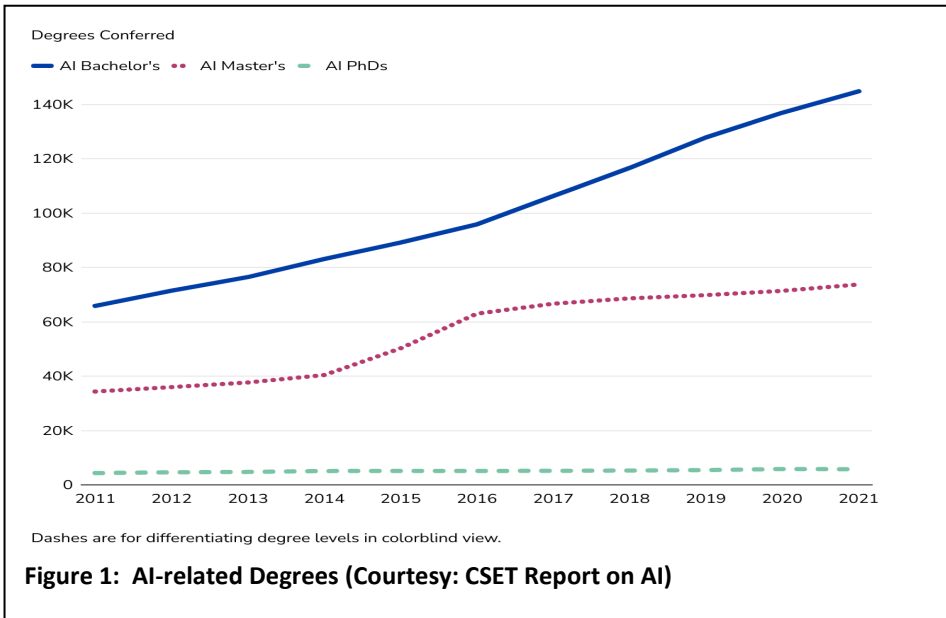
- General operating costs of \$3000 are expected during the first five years to support modest marketing needs of the program. Pro-rated professional development costs for the 0.125 FTE faculty member are also included starting in year 4.
- Equipment costs are shown in the budget table based on the full technology fee rate which would be assessed to the students in the program based on anticipated enrollments to capture the total technology maintenance costs to UNO. However, we recognize that only a portion of these costs would be returned to IS&T for maintenance of the shared technology infrastructure supporting all degree programs based on current allocation practices.
- Library/Information Resources are projected using the anticipated full library services fee revenue generated by students in the BSAI program. There are no specific additional library needs tied to this program; rather, this line item captures the general cost to UNO for these students to use the library and its resources.
- Other expenses are budgeted as equal to the total annual student fee revenue generated less costs already captured by the equipment and library line items. Since student fees are generally assumed to be tied to costs during the fiscal year in which they are generated, this line item ensures the CCPE budget model does not artificially inflate revenue based on student fees.

The CCPE revenue table assumes that the sole source of support for this program will be tuition and fees directly generated by students in the program. Tuition is projected based on estimated annual enrollments (see table 1 in section 4.3) with an average credit load of 12 credits per fall/spring per student and a fixed average in-person resident tuition rate of \$268 per credit hour. The tuition rate conservatively assumes that 50% of the coursework will be billed using IS&T's higher differential tuition while the rest will be billed using the general UNO rate. Fee revenues are estimated using the current UNO undergraduate fee table, assuming that all coursework is in-person.

These estimated budget projections ultimately amount to a net amortized return of approximately \$5,9000 per enrolled BSAI student each year.

IV. Evidence of Need and Demand

Market analyses using the US Department of Post-Secondary Education Data System (IPEDS)



indicate that AI-related degree conferrals have steadily increased over 120% over the last decade. Bachelors in AI degrees, increased from 60K in 2011 to over 140K in 2021 (see Figure)². These programs grew by 323% over 2018-2022³. The demand for these programs is likely to accelerate even more with the arrival of new AI technologies since 2022. The growth in completions in these

programs was around 188% over 2018-2022. Though, Bachelor's in AI degree is conferred by around 55 institutions across US, only a couple of institutions offer Bachelor's in AI regionally. Further, only 31% of the AI market share is held by the public 4-year institutions whereas 66% of the market share is held by the private not-for-profit institutions charging higher tuition rates. The job prospects for graduates with AI skills are very healthy with close to 200,000 postings over the last 3 years by around 15,000 employers and a median advertised salary over 100k dollars. The proposed Bachelor's in AI degree, BSAI, will empower our students to become future leaders in AI, inform our local community of AI developments, and create an AI talent pool that can profoundly impact the future economy of our state.

4.1. Employment and Educational Advancement Opportunities

The demand and need for AI professionals is acute across several sectors including Financial Services, Healthcare, Technology, Media, Marketing, Government and Military, and National Security. As per world economic forum 2022, the demand for AI professionals has increased by 450% since 2013. The demand for AI specialists is projected to grow at 40% from 2023-2025 and the jobs requiring AI skills are expected to increase by 58% as per the economic forum report. As

² <https://cset.georgetown.edu/publication/leading-the-charge-a-look-at-the-top-producing-ai-programs-in-u-s-colleges-and-universities/>

³ UNO ILCI market analyses

Number of AI Job Postings in the United States by State, 2022
 Source: Lightcast, 2022 | Chart: 2023 AI Index Report

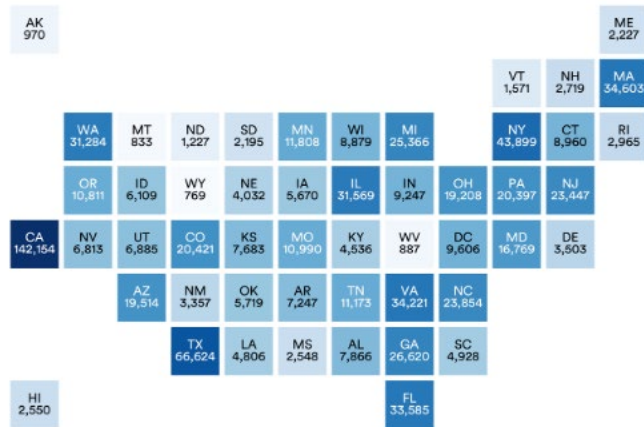


Figure 2: US AI job demand in 2022.

per IDC’s official report the global spending on AI systems is anticipated to reach \$97.9 billion by the end of 2023 with a compound annual growth rate (CAGR) of 28.4% over the past 5 years. According to a report by LinkedIn, AI specialist is the #1 emerging job in the US with a 74% annual growth rate in the job postings over the last five years. More details are available from the Onhires report⁴. A summary list of career paths in AI⁵ is described in Appendix Attachment I. A statewide posting of AI job postings⁶ from the US Bureau of Labor and statistics⁷ shows a total of 20345 AI job posting in Nebraska and its four neighbors, in 2022. 4032 AI job postings were in our state.

4.2. Enrollment Projections

Based on the university Program Development Guide (<https://www.unomaha.edu/academic-affairs/files/documents/curriculum/program-unit-development-guide-2023.pdf>), the CCPE threshold for viability is 7 graduates per year. We believe the BSAI program can easily achieve this. Since the BSAI program will be implemented with the existing faculty in the Computer Science Department and all the classes being offered can be taken by students in the BSCS program, except for the AI Capstone course, the minimum number of students required to make the program fiscally viable is very low. There is very little risk of required classes getting cancelled due to low enrollment, and historical enrollments in them from BSCS students has been strong (ie., 30-40 students per course section). If the capstone course which is unique to the program is offered only once a year, as few as 10 students per admission cohort would be needed to meet UNO’s current minimum scheduling guidelines.

We conservatively estimate 10-20 new students being admitted to the program annually, which is similar to the organic growth rates of recent BS program launches in IS&T. With a more deliberate marketing campaign about the new program regionally within OUR tuition states, there is potential for significantly more aggressive growth.

Additionally, our enrollment projections estimate that that between 5-7 students already at UNO will change majors into the AI degree program. The College of IS&T admits over 250 new undergraduate students a year, and historically the bulk of them declare Computer Science at the time of admission. Once on campus, a subset of these students change majors within the first year or two once they learn more about the more specialized degrees within the college. We project

⁴ <https://www.onhires.com/blog-post/statistics-and-forecasts-for-recruiting-in-ai>

⁵ <https://onlinedegrees.sandiego.edu/artificial-intelligence-jobs/>

⁶ <https://lightcast.io/resources/blog/demand-for-ai-skills-continues-climbing>

⁷ https://www.bls.gov/opub/mlr/2023/article/industry-and-occupational-employment-projections-overview-and-highlights-2022-32.htm#_edn39

that approximately 2-3% of the total newly admitted IS&T cohort each year will internally transfer into the BSAI degree after joining UNO.

The table below shows enrollment and graduation projections for the first five years while assuming a conservative year-to-year estimated retention rate of 85%. In total, we believe the program has the potential to reach 90-100 total enrolled students by the 2029-2030 academic year.

Table 1: Five Year Enrollment and Graduation Projections

	2025-26	2026-27	2027-28	2028-29	2029-30
Continuing Students	0	8	23	39	53
New Admits	10	15	20	25	30
Internal Transfers	0	5	5	7	7
Total Enrolled	10	28	48	71	90
Graduates	0	0	2	8	14
Est. Retention Rate	85%	85%	85%	85%	85%

V. Partnerships with Business

The BSAI program will leverage numerous collaborative activities between the UNO Computer Science department, the college of IS&T, and local areas businesses, that include:

- Computer Science faculty have conducted several Generative AI lectures and workshops in 2023-2024 for businesses including Physician’s Mutual, Union Pacific, Mutual of Omaha, Standard Nutrition, and National Association of Insurance Commissioners (NAIC) at Omaha and Orlando Florida attended by several hundreds of participants. Some of these industry engagements has led to the establishment of student scholarships for CS majors in the college. Through the BSAI program, we will continue and expand these community engagements to showcase student achievements, get internship and scholarships for BSAI majors.
- CS faculty offered a short course on Generative AI in the J-term for the local industry in Fall 2023 and are offering a micro-credential on Generative AI in 2024 to raise awareness of AI in the local industries, and the Omaha larger community. BSAI program when implemented will provide pathways for continuing students to pursue a career with AI skills.
- The BSAI program will leverage the five-fold expansion of Scott Scholar interns at Union Pacific in 2024 and beyond to provide high quality AI internships to the BSAI majors. The career connect program at the campus level will also be leveraged to pair BSAI students with local area companies and organizations for paid internship positions.
- Annual CS Education Week (since 2009) have been conducted for area high schools, including quiz bowl and programming contests, that involve over 150 students and over 30 grade 9-12 teachers as team coaches. Google has been a key sponsor of this event. BSAI program will also leverage this event by enhancing to include events where students detect deepfakes, create AI-assisted arts and games.
- CS faculty have hosted several REU sites about mobile computing and IoT security and privacy. Our recruitment networks for these sites will be used to springboard REU sites for AI providing research opportunities for the BSAI program.
- Aim for the Stars, CodeCrush, and iSTEM after School – These three programs directly engage middle and high school students and teachers in Nebraska and surrounding states in computing

education and training. The BSAI program will allow AI related topics to be infused in these programs.

VI. Collaborations within the University of Nebraska

The College of IS&T proposed the HARC (Human Artificial Intelligence, Robotics Consortium) in 2019, involving 4 the Colleges of Arts and Sciences (CAS), the College of Business (CBA), College Fine Arts and Media (CFAM), College of Education (CEHHS), and College of Public Affairs and Community Service (CPACS) with participation of around 14 faculty from these units. The HARC initiative was selected as one of the 10 big ideas for the UNO campus that year. The department faculty have continued to collaborate with faculty from these colleges in terms of cross-listing of courses, obtain joint research awards and co-supervise students in AI related projects and theses. CS faculty with research expertise in AI, regularly collaborate with faculty at departments of Philosophy and Mathematics/Statistics from CAS in curricular development and AI related hiring. They have procured joint federal and state awards in collaboration with faculty at the Aviation Institute, Emergency Management, and Digital Governance Analytics from CPACS. Faculty at the Biomechanics and teacher education and leadership from CEHHS have been regular collaborators with CS department leading in NSF awards. Faculty members from CBA and Psychology are collaborators in several active AI-related NSF grant submissions. The BSAI program and its curriculum are designed to foster and further these collaborations. For instance, courses from Philosophy and Math are included in the BSAI curriculum and a few free electives are provided to enable transdisciplinary and convergent AI experiences in the BSAI capstone projects.

AI and especially machine learning projects have been pivotal in the collaborations of the CS faculty with UNL and UNMC. CS faculty have several ongoing collaborations (that have been supported through the Collaboration Initiative Awards) with UNL faculty. Most prominently, the federally funded “Bridge Health” project is a collaborative project involving CS and college of IS&T faculty with UNL engineers. In addition, CS faculty have ongoing projects with UNL Institute of Agriculture and Natural Resources on the study of Nebraska invasives, Animal Health, and resilient agriculture group. The CS faculty have had a long history of collaboration with UNMC including the department of Pathology, Visual Sciences, and Surgery. Machine learning plays a crucial role in medical imaging-based disease detection and management. The BSAI program will further these collaborations and provide opportunities to the BSAI program students to apply AI techniques to accelerate discovery and improve healthcare.

VII. Collaborations with Higher Education Institutions and Agencies External to the University

AI has been designated as one of the grand challenges by NSF. CS faculty along with others from the college have several ongoing collaborations in AI and its applications to science and Engineering. CS faculty along with the South Dakota School of Mines were awarded the NSF award (\$6 million total) for the Data Driven Material Discovery. This collaboration has led to a book on Machine Learning, several machine learning models and over 20 conference and journal publications applying machine learning and AI for material discovery. Subsequently, UNO CS faculty were also one of the 4 lead partners for the NSF Engineering Research Center (\$52 million

total) program. The team has made it to the final stage of the Blue Ribbon panel visit to the NSF headquarters and awaits results in Spring 2024. CS faculty have also active research collaborations with South Dakota, Kansas State, Montana State, and the University of Oklahoma. These collaborations have resulted in the submission of two grant proposals to NSF (\$12 million) total in January 2024. UNO is the lead in one of these proposals and is a lead partner for AI in the other. In addition, CS faculty have been invited to lead the AI efforts in the formation of an AI Institute for 2D materials and to compete for an NSF AI Institute grant in 2024. NSF AI Institutes continue to be one of the largest government award programs to spur research, education, and community awareness in AI technologies. CS AI faculty were invited and collaborated with Minnesota, New Mexico in proposing an AI Institute precision agriculture in the recent past. Our participation in these large collaborative federal grant competitions have raised the visibility of UNO's AI expertise across several of these universities in the region. A CS faculty serves as the leader of the AI initiatives in the newly formed NSF TIP directorate enhancing our national AI footprint even further. Establishment of the BSAI program at UNO is timely and will be highly synergistic with these collaborations and strengthen them further.

VIII. Centrality to Role and Mission of the Institution

The proposed BSAI program supports numerous goals, sub-goals and objectives of the University of Nebraska, UNO, the College of Information Science & Technology, as well as the collaborating Department of Computer Science and its internal and external collaborators, as noted below:

- The proposed BSAI program enhances and furthers UNO's goal of national recognition, innovation and leadership in STEM education. AI/ML education is widely acknowledged to have a transformative potential and improve the quality of life, locally, nationally, and globally, which is well aligned with the mission of UNO. UNO has recognized the importance of STEM as being critical to its metropolitan university mission and has designated STEM as one of five campus priority areas (See Campus Priorities: Charting a Clear Vision for 20/20, UNO, February 2012).
- The UNO Spring 2023 strategic planning forum identified the Future of Work and Career Connect as two crucial UNO initiatives. The BSAI program supports both these strategic initiatives, especially the Future of Work initiative focused on "the rise of chatbots and AI, its growing role in society, and the workplace, and the opportunities and threats facing the use of AI and automation". BSAI program will forge a future AI workforce that is aware of both the opportunities and challenges of AI and help the communities navigate these technologies for the social good.
- The proposed BSAI program aligns well with the mission of the college of IS&T, "to keep students at the center of all college and IS&T efforts; strive to achieve the highest academic excellence; actively collaborate with academic, business, and community entities on various projects related to IS&T". The BSAI program is student centric and provides them with AI skills that are increasingly becoming essential to have a successful IS&T career in the future. Besides increasing our national visibility through undergraduate research, the program will also serve the needs of our local businesses and higher education institutes in creating a future AI workforce.
- The proposed BSAI degree program will, in part, fulfill the mission statements of the Department of Computer Science "to provide outstanding undergraduate and graduate education in computer science;" and "to integrate our educational, research, and service

activities with other programs in the college and the university and with the communities we serve to reflect the role of computer science in information science and technology.” (See CS department Strategic Plan – Mission and Vision Statements, <http://cs.unomaha.edu>).

IX. Consistency with the University of Nebraska’s Five-Year Strategy

The BSAI degree program builds upon the University of Nebraska (NU)’s strategic four focus⁸ areas on access, affordability, and attainment, talent development, culture, diversity and inclusion, and partnerships. The BSAI program at the undergraduate level will support the NU’s first strategic area by providing access to the rapid advances in the high-tech field of AI to students from Nebraska’s high schools and transfer institutions including community colleges through NU’s affordable programs and attain proficiency in AI technology. The BSAI supports the second focus area on talent development by contributing towards filling the 34,000 annual openings in the high-skill, high-demand, and high-wage (H3) future jobs in the state of Nebraska. The recent advances in AI have highlighted its immense benefits along with its potential for bias in its algorithms that can impact communities in diverse ways. The BSAI degree program aims to produce future AI specialists and leaders who can play an active role in developing equitable AI technologies for the larger social good. Finally, many of our partners from government, academia, and industries are actively looking forward to an AI-skilled future workforce to remain globally competitive. The BSAI program will forge a strong workforce in AI to meet the demands and needs of our partners and create new collaboration avenues for scholarships from UNO alumni.

⁸ <https://nebraska.edu/-/media/unca/docs/offices-and-policies/documents/strategic-plans/university-of-nebraska-five-year-strategy.pdf?la=en>

X. Avoidance of Unnecessary Duplication

After a careful search, the University of Nebraska is unaware of any undergraduate program like BSAI in the state of Nebraska. As per the UNO ILCI market analyses report³, Illinois Institute of Technology (IIT), Indiana-University-Purdue University (IUPUI), Kansas State University (KSU) in the Midwest region offer programs related to the proposed BSAI program. Drake University has also recently launched a BS in AI program. The colleges of Arts and Sciences, Engineering, and Agricultural and Natural Sciences at the University of Nebraska Lincoln (UNL) offer an interdisciplinary major in data science preparing students with skills and competencies in data analyses, algorithm design and problem solving with foundational knowledge in statistics, mathematics, and the computer sciences provided by the participant colleges.

The IIT BS in AI program is offered by the College of Computing that consists of Applied Mathematics, Computer Science, and Information Technology Departments. The 2022 IPEDS Tuition and Fees for this program is \$50,279. The IIT AI program requires a student to complete 127 credits⁹ which is seven more than the 120 credits required to complete the UNO's BSAI program. The extensive Math (6 courses including Calculus II) and Physics (2 calculus-based Physics courses) requirements have higher curricular complexity and provide limited flexibility to students to pursue computing and AI courses and design AI-driven concentration areas of emphasis. The UNL program requires students to select any two out of the available focus areas, one of which is AI. Students are not required to choose AI. However, students interested in AI must complete an additional focus area. The UNL program aims to provide a broader interdisciplinary education in data sciences. In contrast, the proposed BSAI degree program is focused on AI, requiring AI courses from the sophomore level to the senior level. The program aims to provide students with a broad knowledge of generative, symbolic, and machine learning AI technologies and applications to produce a future workforce that can contribute to diverse careers in AI-enabled and AI-driven system development including applications.

The free electives in the proposed BSAI program will allow students to obtain a transdisciplinary and convergent AI learning experience, empowering them to apply AI technologies in a multitude of domains in their future careers.

The IUPUI BS in AI program¹⁰ is offered by the Computer Information Science Department in their School of Science which also includes the Natural Sciences, Earth and Environmental Sciences, Forensic and Investigative Sciences, Psychology and Neuroscience departments. The 2022 IPEDS Tuition and Fees for this program is \$11,447. The program is offered with two concentrations -- Data and computational science and Intelligent Control Systems (offered jointly with the School of Engineering). The IUPUI AI program requires students to complete 128 credits, eight more than the proposed BSAI program. This program is similar to IIT program in terms of Math (8 courses including Calculus I, II, and Multivariate Calculus) and 4 Life Science electives including a Neuroscience elective. The proposed BSAI curriculum has lesser curricular complexity and provides deeper explorations within the subfields of AI based on the concentration areas of

⁹<https://bulletin.iit.edu/undergraduate/colleges/computing/computer-science/bs-artificial-intelligence/#samplecurriculumtext>

¹⁰ <https://science.iupui.edu/cs/academics/degrees-and-programs/degrees/artificial-intelligence-bs-iupui-aiscibs.html>

emphasis. Students can also get a transdisciplinary experience that is difficult to obtain in the IUPUI program.

The Kansas State University provides a totally online Machine learning and Autonomous systems bachelor's degree program¹¹. The tuition rate is \$351.20 per credit hour and the students are required to complete 120 credit hours. This degree is significantly different from the proposed BSAI degree in terms of its exclusive focus on machine learning sub-area of AI and in being a 100% online degree. Carnegie Mellon University offers a BS in AI program at the East Coast. The 2022 IPEDS Tuition and Fees for this program is \$60,584.

At UNO, the BSAI degree has been designed to synergistically operate with the BS CS program. The BSAI program shares several CS introductory courses with BS CS. The degree has been designed for students to focus on AI and machine learning foundations and applications while providing them with the flexibility in electives and extension coursework. The BS in CS degree provides an AI concentration pathway. This pathway requires students to pursue several systems and math core requirements that arise from the ABET requirements for CS degree. Students opting for a rigorous and comprehensive foundations in computer science along with a specialized set of AI courses can pursue BS in CS with AI concentration pathway. Students opting for a rigorous and comprehensive foundation in artificial intelligence and machine learning can pursue the BS in AI; they can take several of the computer science courses using core extensions and electives. This new degree will also enable the students to obtain a CS minor through the core-extension and elective classes. The BSAI program is also vertically aligned with UNO's fast track and MS CS graduate programs. The MS in CS degree provides 1) thesis, 2) project-equivalent thesis, and 3) course work options. Graduates of BSAI program can pursue the MS in CS options 1) and 2), by choosing CSCI 4220 and CSCI 4830 in their extension's coursework. They need to complete additional computer science systems courses to pursue the coursework options.

XI. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

Meeting the Needs of Students. The proposed BSAI degree provides a flexible pathway to an AI degree by providing a small core of required courses and enabling flexibility for students through 18 credits of core extensions and 24 credits of free electives. This would enable interested transfer students to include previously earned credits towards the completion of this degree, making for a more affordable college education.

Meeting the Needs of the State. With the remarkable rise in industrial adoption of AI in the last decade and even more so in the last 2 years, the proposed BSAI degree shows the university being responsive to the workforce development and ongoing training needs of employers and industries. AI is becoming ubiquitous in urban as well as rural communities, in consumer products as well as business processes. As previously discussed, there is a growing demand for a workforce who master the technical and ethical challenges of applying this technology in contributing to the economic prosperity of the state and its diverse communities.

¹¹ <https://online.k-state.edu/programs/machine-learning-and-autonomous-systems-bachelors/>

Meeting the Needs by Building Exemplary Institutions. The proposed BSAI degree enhances UNO's capability to compare favorably with its peer institutions. By being among the first of its peers to offer such a degree, UNO will be in position to provide an exemplar AI education for its peers that strikes a balance between theory and practice, filling in the gap between the vocational AI associate's degrees that are starting to be offered at community colleges and the theory-focused AI degrees currently being offered at the graduate level by research universities.

Furthermore, the degree will have the same assurance of quality as the other computing-related degrees (e.g., Computer Science, Cybersecurity, etc.) offered by UNO, which are accredited through the Higher Learning Commission and, in some degrees, by discipline-specific accreditation bodies such as ABET.

Meeting Educational Needs through Partnerships and Collaboration. The proposed BSAI degree will leverage existing partnerships with, and educational programs for, Computer Science teachers in primary and secondary schools to train CS teachers in the basics of AI. UNO currently offers the MS in Computer Science Education program and the Graduate Certificate in Computer Science, both of which are completely online. New courses, such as AI for Teachers can be developed as electives within these programs. An increasing number of Nebraska teachers are enrolling in these degrees due to LB 1112. These teachers in turn can educate students to develop literacy in AI, understanding its current challenges and ethical applications.

Lastly, the degree will also leverage existing partnerships between the university and local industries who have been participating in the industrial advisory boards of the College of IS&T and the CS Department. The inputs of these partners have been invaluable towards the continued growth and evolution of UNO's computing degrees, resulting in the introduction of cloud computing courses and the launching of a Graduate Certificate in Machine Learning. The BSAI degree represents the next step in this partnership.

Attachment I

Summary of Career Paths in AI

Career Path	Description	Median Annual Salary
Big Data Analyst	Find meaningful patterns in data by looking at the past to help make predictions about the future.	<u>\$133,442</u>
User Experience (UX) Designer/Developer	Work with products to help customers understand their function and can use them easily. Understand how people use equipment and how computer scientists can apply that understanding to produce more advanced software.	<u>\$77,398</u>
Natural Language Processing Engineer	Explore the connection between human language and computational systems; this includes working on projects like chatbots and virtual assistants.	<u>\$111,000</u>
Researcher	Work with computer science and AI research Discover ways to advance AI technology	<u>\$53,460</u>
Research Scientist	Expert in applied math, machine learning, deep learning, and computational stats. Expected to have an advanced degree in computer science or an advanced degree in a related field supported by experience.	<u>\$123,279</u>
Software Engineer	Develop programs in which AI tools function. The role may also be referred to as a Programmer or Artificial Intelligence Developer.	<u>\$88,896</u>
AI Engineer	Build AI models from scratch and help product managers and stakeholders understand results.	<u>\$126,536</u>
Data Mining and Analysis	Finding anomalies, patterns, etc. within large data sets to predict outcomes.	<u>\$93,044</u>
Machine Learning Engineer	Using data to design, build and manage ML software applications.	<u>\$145,296</u>
Data Scientist	Collect, analyze and interpret data sets.	<u>\$119,313</u>
Business Intelligence (BI) Developer	Analyze complex data sets to identify business and market trends	<u>\$92,283</u>
Big Data Engineer/Architect	Develop systems that allow businesses to communicate and collect data	<u>\$142,783</u>
Robotics Engineer	Design, build and test robots or robotic systems.	<u>\$100,640</u>
Computer Vision Engineer	Develop and work on projects and systems involving visual data.	<u>\$104,258</u>

TABLE 1: PROJECTED EXPENSES - UNO BS in Artificial Intelligence (BSAI)

	(FY 2025-26) Year 1	(FY2026-27) Year 2	(FY 2027-28) Year 3	(FY2028-29) Year 4	(FY 2029-30) Year 5	
Personnel						Cost
Faculty ¹	\$0	\$0	\$0	\$20,800	\$21,424	\$42,224
Professional	\$0	\$0	\$0	\$0	\$0	\$0
Graduate assistants	\$0	\$0	\$0	\$0	\$0	\$0
Support staff ²	\$2,011	\$5,801	\$10,234	\$15,566	\$20,275	\$53,888
Subtotal	\$2,011	\$5,801	\$10,234	\$36,366	\$41,699	\$96,112
Operating						
General Operating ³	\$3,000	\$3,000	\$3,000	\$3,188	\$3,188	\$15,375
Equipment ⁴	\$2,640	\$7,392	\$12,672	\$18,744	\$23,760	\$65,208
New or renovated space ⁵	\$0	\$0	\$0	\$0	\$0	\$0
Library/Information Resources ⁶	\$1,980	\$5,544	\$9,504	\$14,058	\$17,820	\$48,906
Other ⁷	\$7,762	\$21,734	\$37,258	\$55,111	\$69,859	\$191,724
Subtotal	\$15,382	\$37,670	\$62,434	\$91,100	\$114,626	\$321,213
Total Expenses	\$17,393.53	\$43,470.84	\$72,668.23	\$127,466.86	\$156,325.60	\$417,325.05

CCPE; 11/19/08

¹ 0.125 FTE faculty to teach dedicated capstone once annually starting in year 4. Base salary of \$130,000 with 28% benefits and 3% annual increase.

² Staff advisor salary prorated per BSAI student assuming \$55,000 base salary with 28% benefits and 3% annual increases.

³ Marketing and advertising expenses at \$3000 annually with prorated faculty professional development costs incurred by IS&T from year 4 on

⁴ Total UNO technology costs estimated at 100% of technology fee revenue annually.

⁶ Total UNO library costs estimated at 100% of library services fee revenue annually.

⁷ Other campus costs estimated at 100% of remaining fee revenue less technology and library costs in previous line items.

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - UNO BS in Artificial Intelligence (BSAI)

	(FY 2025-26) Year 1	(FY2026-27) Year 2	(FY 2027-28) Year 3	(FY2028-29) Year 4	(FY 2029-30) Year 5	Total
Reallocation of Existing Funds ¹	\$0	\$0	\$0	\$0	\$0	\$0
Required New Public Funds ²	\$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 ³	\$76,702	\$214,766	\$368,170	\$544,585	\$690,319	\$1,894,542
Other Funding ⁴	\$0	\$0	\$0	\$0	\$0	\$0
1						\$0
2						\$0
3						\$0
Total Revenue ⁵	\$76,702	\$214,766	\$368,170	\$544,585	\$690,319	\$1,894,542

³ Tuition is estimated at an average resident rate of \$268 per credit hour assuming 12 credits per student per fall/spring term. Fee revenue is estimated using UNO's current rates. No increases to either fees or tuition are assumed.

TUITION + FEE PROJECTION - UNO BS in Artificial Intelligence (BSAI)

	2025-26	2026-27	2027-28	2028-29	2029-30
Projected Enrollment	10	28	48	71	90
Estimated SCH (avg 12 credits per sen	240	672	1152	1704	2160
Estimated Tuition (\$268 weighted average resident in-person tuition rate with no increases)	\$ 64,320.00	\$ 180,096.00	\$ 308,736.00	\$ 456,672.00	\$ 578,880.00
Cultural Enrichment Fee (\$7.50 per st	\$ 75.00	\$ 210.00	\$ 360.00	\$ 532.50	\$ 675.00
IS&T Student Success Fee (\$25 per stu	\$ 250.00	\$ 700.00	\$ 1,200.00	\$ 1,775.00	\$ 2,250.00
Library Services Fee (\$8.25 per credit	\$ 1,980.00	\$ 5,544.00	\$ 9,504.00	\$ 14,058.00	\$ 17,820.00
MavCard Services Fee (\$7.75 per stud	\$ 77.50	\$ 217.00	\$ 372.00	\$ 550.25	\$ 697.50
Student Access and Success Fee (\$120	\$ 1,200.00	\$ 3,360.00	\$ 5,760.00	\$ 8,520.00	\$ 10,800.00
Student Research Fee (\$3.00 per cred	\$ 720.00	\$ 2,016.00	\$ 3,456.00	\$ 5,112.00	\$ 6,480.00
Technology Fee (\$11.00 per credit h	\$ 2,640.00	\$ 7,392.00	\$ 12,672.00	\$ 18,744.00	\$ 23,760.00
UPF (\$543.96 per student)	\$ 5,439.60	\$ 15,230.88	\$ 26,110.08	\$ 38,621.16	\$ 48,956.40
Fee Subtotal	\$ 12,382.10	\$ 34,669.88	\$ 59,434.08	\$ 87,912.91	\$ 111,438.90
Tuition + Fees	\$ 76,702.10	\$ 214,765.88	\$ 368,170.08	\$ 544,584.91	\$ 690,318.90



To: Office of Academic Affairs

From: Dr. Martha Garcia-Murillo, Dean of IS&T



Date: April 17, 2024

Subject: BS in Artificial Intelligence

The faculty of the Computer Science Department have proposed creation of a new BS degree in "Artificial Intelligence" with a new course prefix of AIML (Artificial Intelligence / Machine Learning). This new program seeks to capitalize on considerable student interest and market demand for learning specialized skills in AI. The proposed program is distinct from existing degrees offered by the College of IS&T both in its specialized nature but also in offering students substantial programmatic flexibility so that they can combine applied AI skills to other problem domains by easily adding minors or double majors without significantly extending time to degree.

The proposed BS in AI degree was unanimously approved by the College of IS&T Academic Committee on April 5, 2024. Industry representatives who serve on the IS&T Advisory Board have shared considerable enthusiasm about the potential impact that a BS in Artificial Intelligence relative to local workforce needs. I fully support the creation of this new degree program as outlined in the proposal.

Impact on Resources

The proposal projects appropriate enrollment growth in this new degree program over its first five years given available market data. During this initial period, we anticipate only modest resources needed to execute this program. The proposed curriculum relies primarily on existing coursework which is regularly offered and required by the existing BS in Computer Science, which will subsume most instructional costs. One additional course section per year is anticipated (0.125 FTE) for a dedicated AI Capstone course, and this will only be needed beginning in year 4. As shown in the CCPE budget tables, projected personnel and operating costs for this degree should be readily covered by tuition and fees with a net return of \$3.00 to \$4.00 for every \$1.00 newly invested during its first five years. Thus, this program is likely to serve as a net revenue generator for UNO and the College of IS&T, even from its first year of existence.



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 Bachelor of Science in Artificial Intelligence proposed by the College of Information Science and Technology. This is an important contribution and response to the challenges and opportunities posed by AI, and I fully support this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mel B'.

Dr. Melanie Bloom
Dean, College of Arts and Sciences
Professor of World Languages and Literature
University of Nebraska at Omaha

CC: Dr. Martha Garcia-Murillo, Dean of IS&T; Dr. Brian Dorn, Associate Dean, IS&T; Denise Devney, Office of Academic Affairs



To: Office of Academic Affairs
From: Andrew W. Swift, Chair, Department of Mathematical and Statistical Sciences
Date: April 23, 2024
Subject: BS in Artificial Intelligence Proposal

I am writing on behalf of the Department of Mathematical and Statistical Sciences in the College of Arts and Sciences to express our support for the proposed BS in Artificial Intelligence. Our involvement in this program includes students mandatorily taking MATH 1950 Calculus I and MATH 2050 Linear Algebra as part of the major degree requirements as well as optionally taking MATH/STAT 4450 Machine Learning and Data Mining, should they choose this as an extension course within their plan of study.

The three courses mentioned above already exists and are offered regularly. Based on the proposed enrollment projections, we do not anticipate issues with adding students from Artificial Intelligence within the existing course capacity.

Sincerely,

Andrew W. Swift, DSc.
Associate Professor and Chair
Mathematical and Statistical Sciences

April 17, 2024

Dr. Subramaniam,

UNO's Philosophy Program strongly supports the proposal for the *Bachelor of Science in Artificial Intelligence (BSAI)*. Given the unimaginable impact and incredible growth of AI, there is an obvious demand for qualified graduates with an education focused in the field. The BSAI provides an important and necessary alternative to existing programmatic offerings at UNO and other nearby institutions.

UNO's Philosophy Program greatly appreciates our on-going collaborative relationship with UNO's Computer Science Department, particularly around the area of AI. We are very happy to have our *PHIL 2010 Symbolic Logic* course included within the BSAI program. Moreover, we are excited by the prospect of developing future courses to help support the development and growth of the BSAI, especially around Ethics of AI.

We particularly appreciate that the BSAI proposal allows students to focus on developing a technical mastery in AI while also controlling the credit hours required by the major. We suspect that by controlling the required credit hours, the proposed BSAI will allow more students the opportunity to expand their knowledge, skills, and career prospects with additional coursework from across the university, particularly with second majors.

By helping students more deeply develop essential skills of speaking, writing, and general critical thinking, Philosophy makes for a particularly apt pairing with the BSAI. Moreover, I think that our two concentrations in Philosophy are especially well designed to complement the BSAI.

Our concentration in *Brains, Minds, and Machines* is perfectly constructed to help students appreciate the connection of AI to the fields of Philosophy, Psychology, and Neuroscience. Being able to draw such interdisciplinary connections expands students career prospects to the wide range of fields that will be increasingly impacted by developments in AI.

Our concentration in *Ethics, Law, and Social-Political Philosophy* is especially well tailored to provide students the contextual understanding to appreciate how AI is and will continue to impact society at large. Indeed, AI raises a host of new questions from *Whose creative contributions can be included in training sets for AI art generators?* to *Should AI be allowed to make consequential decisions in the field of battle?* Combining the technical knowledge of the BSAI with our philosophical training around ethics, law, and political philosophy will help prepare the future leaders needed to develop the policies and legal structures that this new technology is going to require.

Moreover, since a second major in Philosophy only requires 30 credit hours, students can add a major in Philosophy to the BSAI without exploding the number of credit hours needed for graduation.

As we have discussed in person, I also expect there are a number of potential research intersections across the university that would benefit from having an undergraduate program focused on AI.

We look forward to working with you on this and eagerly anticipate resulting closer ties between our programs.

Sincerely,



William J. Melanson
Associate Professor and Chair of Philosophy
wmelanson@unomaha.edu
402-554-2877

NOVEMBER 9, 2023

PROGRAM OVERVIEW: BS ARTIFICIAL INTELLIGENCE

John Kerins

NEW MARKET RESEARCH ANALYST, ILCI

The purpose of this report is to give insight into the market conditions surrounding a potential bachelor's degree program in Artificial Intelligence, specifically the regional/national completions trends and the demand in the labor market for this kind of education. The market was examined on a regional and national level, with regional being defined as within the states of NE, IA, KS, MO, WI, MN, IL, SD, ND, WY, and CO due to a limited number of competitors in the market.

The National Center for Education Statistics(NCES) currently reports completions in Artificial Intelligence programs under the CIP code 11.0102, and this CIP code will be used to define potential competitor programs.



TABLE OF CONTENTS

Pg. 3	Artificial Intelligence Completions, All Award Levels, National
Pg. 6	BS Artificial Intelligence Completions, Regional
Pg. 9	BS Artificial Intelligence Completions, National
Pg. 12	Other Potential Competitor Programs
Pg. 13	Labor market demand for AI Skills: Job Postings Data Overview

ARTIFICIAL INTELLIGENCE COMPLETIONS, ALL AWARD LEVELS, NATIONAL

PROGRAM OVERVIEW

55
Institutions
323% Growth (2018-2022)

712
Completions
188% Growth (2018-2022)

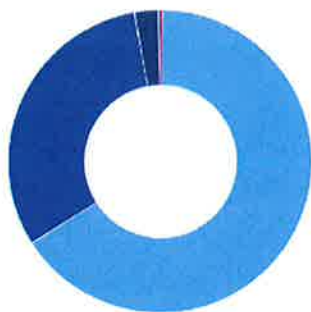
Completions Distribution
Average: 12.9
1 + |-----| 185
Median: 6



- All Programs
- Distance Offered Programs
- Non-Distance Offered Programs

	Completions (2022)	% Completions	Institutions (2022)	% Institutions
All Programs	712	100%	55	100%
Distance Offered Programs	52	7%	11	20%
Non-Distance Offered Programs	660	93%	44	80%

MARKET SHARE BY INSTITUTION TYPE

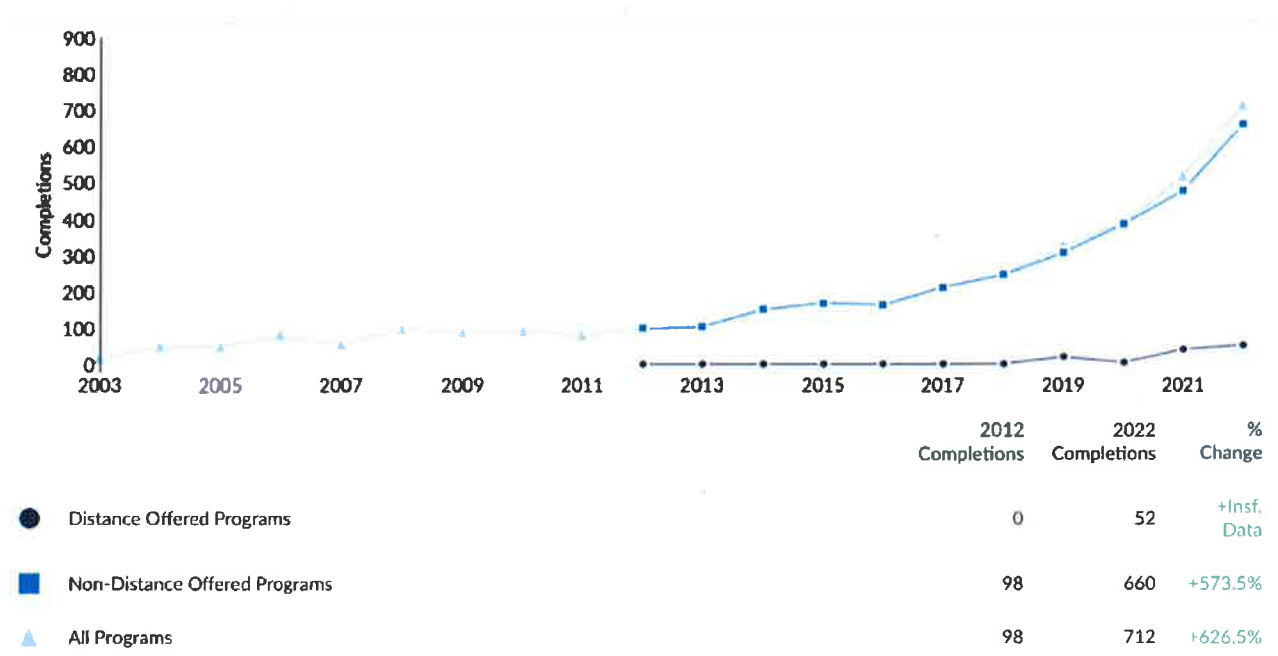


Institution Type	Completions (2022)	Market Share
Private not-for-profit, 4-year or above	469	65.9%
Public, 4-year or above	222	31.2%
Private for-profit, 4-year or above	18	2.5%
Public, 2-year	3	0.4%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Completions (2022)	Growth % YOY (2022)	Market Share (2022)	IPEDS Tuition & Fees (2022)	Completions Trend (2018-2022)
Carnegie Mellon University	185	10.1%	26.0%	\$60,854	
University of Pennsylvania	66	-24.1%	9.3%	\$63,452	
Pennsylvania State University-Main Campus	37	Insf. Data	5.2%	\$19,835	
University of Washington-Seattle Campus	31	-39.2%	4.4%	\$12,242	
Boston University	30	20.0%	4.2%	\$62,360	
University of North Texas	28	Insf. Data	3.9%	\$11,140	
University of Southern California	23	228.6%	3.2%	\$64,726	
Northeastern University	22	2,100.0%	3.1%	\$60,192	
University of California-Santa Cruz	20	Insf. Data	2.8%	\$14,240	
Illinois Institute of Technology	18	200.0%	2.5%	\$50,279	

REGIONAL COMPLETIONS TREND



COMPLETIONS BY AWARD LEVEL



Award Level	Completions (2022)	Percent
Award of less than 1 academic year	10	1.4%
Associate's Degree	7	1.0%
Bachelor's Degree	104	14.6%
Postbaccalaureate certificate	69	9.7%
Master's Degree	485	68.1%
Doctor's Degree	37	5.2%
Award of at least 1 but less than 2 academic years	0	0.0%
Award of at least 2 but less than 4 academic years	0	0.0%
Post-masters certificate	0	0.0%

SIMILAR PROGRAMS

110

Programs (2022)

852,040

Completions (2022)

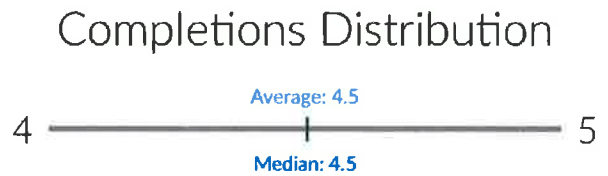
CIP Code	Program	Completions (2022)
52.0201	Business Administration and Management, General	342,045
11.0701	Computer Science	60,381
11.0101	Computer and Information Sciences, General	52,124
14.1901	Mechanical Engineering	44,494
11.0103	Information Technology	33,097

BS ARTIFICIAL INTELLIGENCE COMPLETIONS, REGIONAL

PROGRAM OVERVIEW

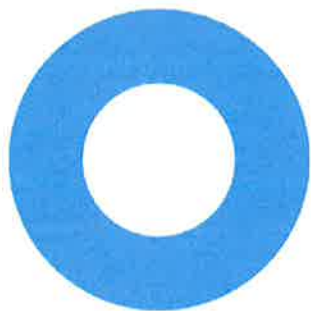
2
Institutions

9
Completions



	Completions (2022)	% Completions	Institutions (2022)	% Institutions
● All Programs	9	100%	2	100%
● Distance Offered Programs	0	0%	0	0%
● Non-Distance Offered Programs	9	100%	2	100%

MARKET SHARE BY INSTITUTION TYPE

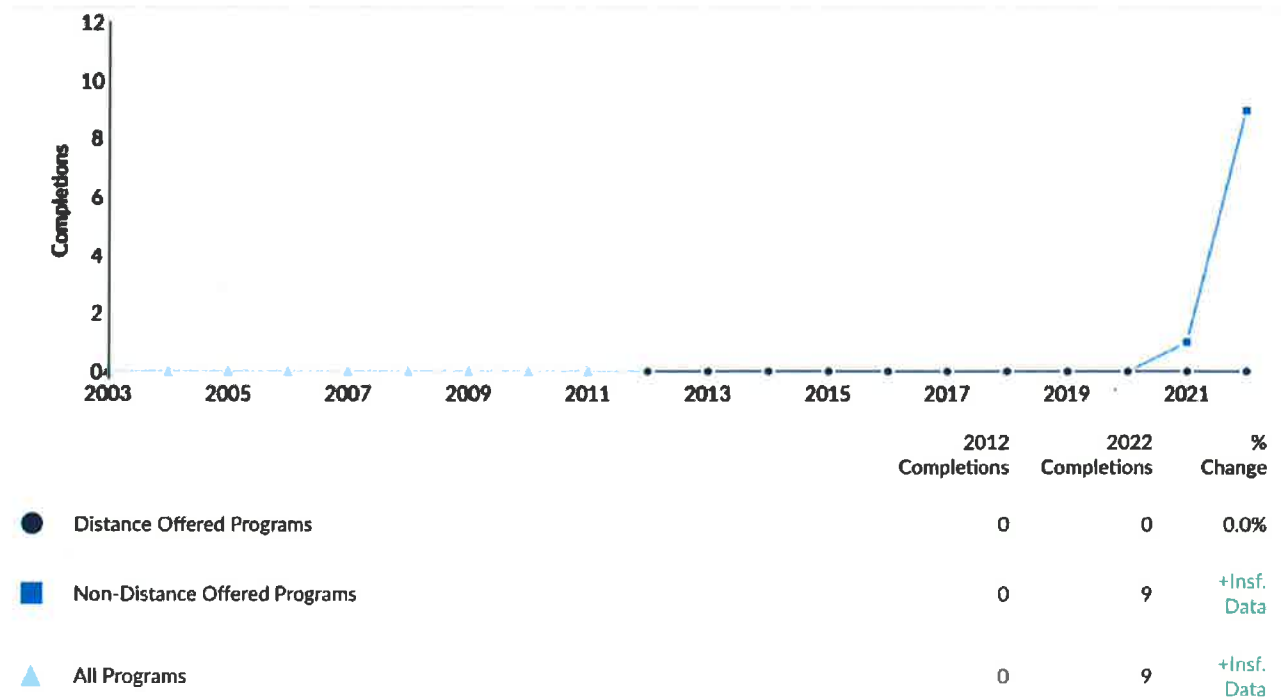


Institution Type	Completions (2022)	Market Share
● Private not-for-profit, 4-year or above	9	100.0%

COMPLETIONS BY TOP INSTITUTIONS

Institution	Bachelor's Degree Completions (2022)	Growth % YOY (2022)	Market Share (2022)	IPEDS Tuition & Fees (2022)	Completions Trend (2018-2022)
Concordia University-Wisconsin	5	Insf. Data	55.6%	\$33,062	
Illinois Institute of Technology	4	300.0%	44.4%	\$50,279	

REGIONAL COMPLETIONS TREND



SIMILAR PROGRAMS

78

Programs (2022)

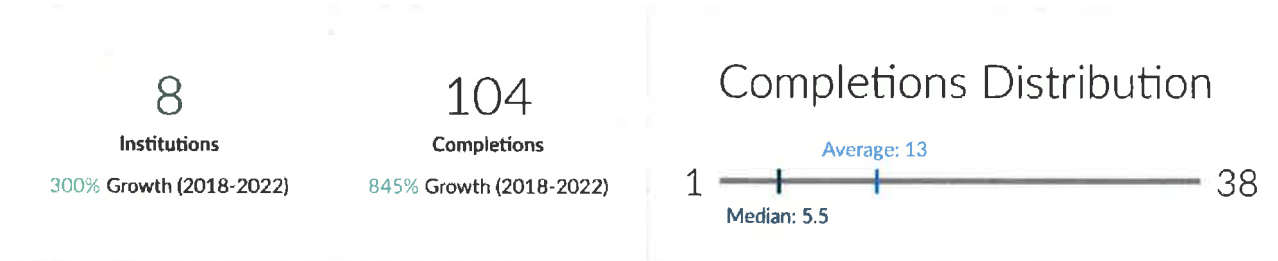
53,883

Completions (2022)

CIP Code	Program	Bachelor's Degree Completions (2022)
52.0201	Business Administration and Management, General	17,650
11.0701	Computer Science	5,826
14.1901	Mechanical Engineering	5,232
11.0101	Computer and Information Sciences, General	3,059
14.0801	Civil Engineering, General	2,155

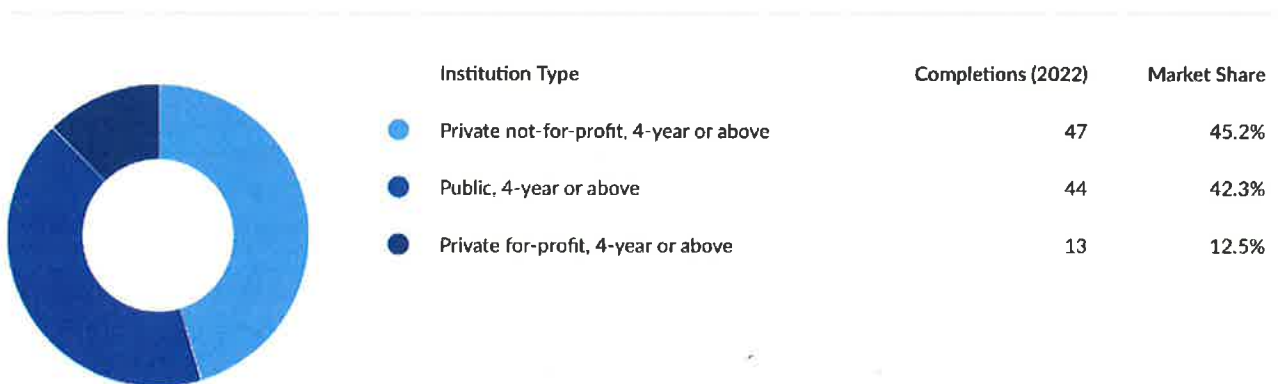
BS ARTIFICIAL INTELLIGENCE COMPLETIONS, NATIONAL

PROGRAM OVERVIEW



	Completions (2022)	% Completions	Institutions (2022)	% Institutions
All Programs	104	100%	8	100%
Distance Offered Programs	5	5%	1	13%
Non-Distance Offered Programs	99	95%	7	88%

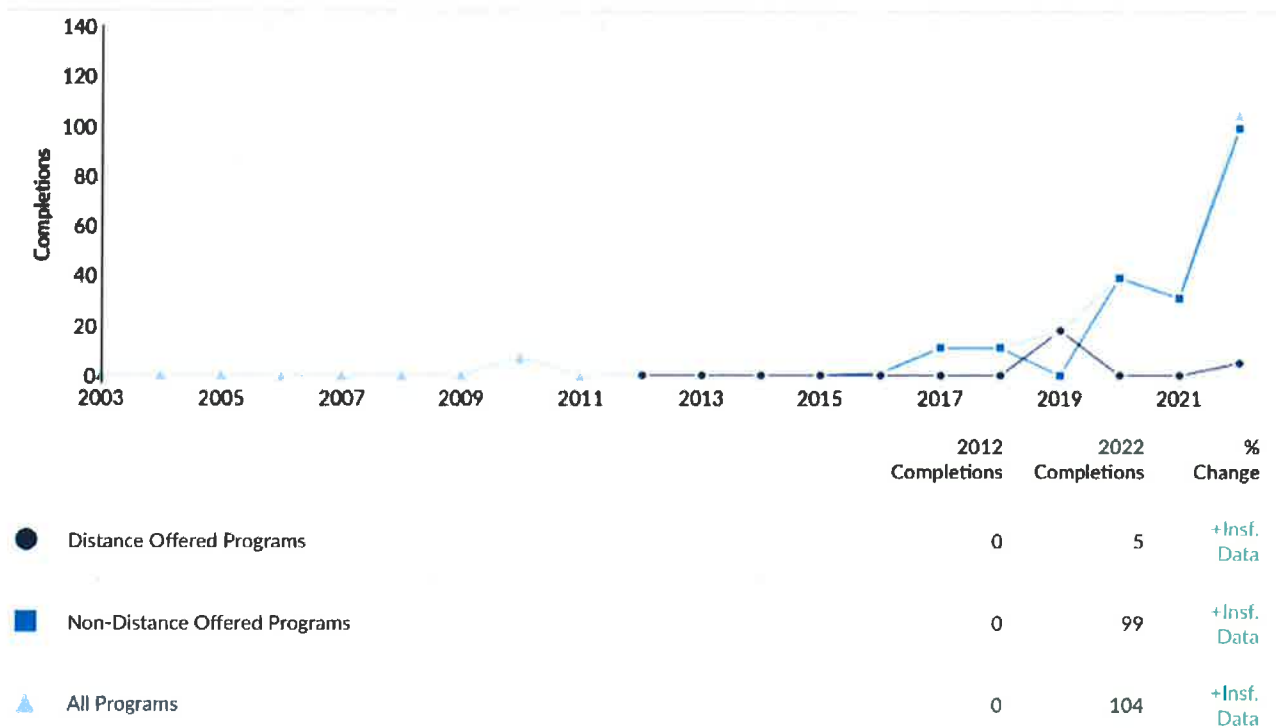
MARKET SHARE BY INSTITUTION TYPE



COMPLETIONS BY TOP INSTITUTIONS

Institution	Bachelor's Degree Completions (2022)	Growth % YOY (2022)	Market Share (2022)	IPEDS Tuition & Fees (2022)	Completions Trend (2018-2022)
Carnegie Mellon University	38	137.5%	36.5%	\$60,854	
Pennsylvania State University-Main Campus	37	Insf. Data	35.6%	\$19,835	
Full Sail University	8	-27.3%	7.7%	\$26,307	
SUNY College at Plattsburgh	6	200.0%	5.8%	\$8,881	
Concordia University-Wisconsin	5	Insf. Data	4.8%	\$33,062	
University of Advancing Technology	5	Insf. Data	4.8%	\$18,708	
Illinois Institute of Technology	4	300.0%	3.8%	\$50,279	
Indiana University-Bloomington	1	0.0%	1.0%	\$11,447	

NATIONAL COMPLETIONS TREND



To:

Dr. Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska, Omaha

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

sincerely,



Chitta Baral
Professor
School of Computing and Augmented Intelligence
Arizona State University



Don Stroh Administration Center • 5606 So. 147th Street • Omaha, NE 68137 • 402-715-8200 • Fax 402-715-8448

May 24, 2024

To

Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. With the increased interest in AI among our students, BSAI provides a good pathway for them to further their interests in AI. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Anthony Weers", written over a white background.

Dr. Anthony Weers
Millard Public Schools
5606 S 147th St
Omaha, NE 68137



Aksarben Foundation

2120 South 72nd Street, Suite 800

Omaha, NE 68124

aksarben.org

May 31, 2024

Mahadevan Subramaniam
Professor and Chairperson, Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Dr. Subramaniam,

I am writing to express my strong support for the University of Nebraska at Omaha's proposed Bachelor of Science in Artificial Intelligence (BSAI) program. As President of the Aksarben Foundation, I have witnessed firsthand the transformative power of technology and innovation on our community and beyond.

In the past year, the rapid advancements in Generative AI and other AI technologies have underscored the urgent need for specialized education in this field. The integration of AI across various industries highlights the necessity for a workforce that is proficient in AI principles and applications. This new degree program is not only timely but essential in preparing students to meet the challenges and opportunities presented by this dynamic and evolving technology landscape.

The proposed BSAI program will provide students with a comprehensive understanding of AI technologies, platforms, ethics, and fairness, all of which are critical components in today's tech-driven world. By offering this degree, UNO's Computer Science Department will equip students with the skills and knowledge needed to excel in AI-related careers, thereby addressing the growing demand for AI expertise in academia, industry, and government.

We at the Aksarben Foundation are particularly excited about the potential impact of this program on our local community. The increased interest in AI among students is a clear indicator of the need for such a program. The BSAI degree will not only foster students' interests but also prepare them for the future workforce, contributing to the economic growth and technological advancement of our region.

In conclusion, I wholeheartedly support the BSAI program and encourage its approval at the state level. This program represents a significant step forward in aligning educational offerings with the needs of our rapidly changing world. I am confident that it will greatly benefit our students and the broader community.

Thank you for considering my endorsement. Please do not hesitate to contact me if you require any further information.

Warm regards,

Sandra Reding
President
Aksarben Foundation

Page 183 of 354

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To
Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha
Date: May 29, 2024

Dear Subramaniam,

In light of the rapid advancements in Artificial Intelligence, it is imperative to equip the future workforce with comprehensive knowledge and skills in this transformative field. We foresee AI principles and AI-driven technologies, along with ethical considerations and fairness, playing an increasingly significant role across various disciplines in higher education. Given the heightened interest in AI among students, the proposed Bachelor of Science in Artificial Intelligence (BSAI) program at UNO's Computer Science Department is both timely and essential.

As the Coordinator of Engagement, Curriculum, Instruction, and High-Ability Learning for Nebraska City Public Schools, I work directly with students, educators, and curriculum developers to foster a robust educational environment. My role has given me unique insights into the growing need for advanced technological education among K-12 students. With the new legislation requiring a Computer Science and Technology course for high school graduation, students will engage with essential topics such as best practices in computer literacy, ethical digital citizenship, information technology concepts, cybersecurity fundamentals, computational thinking, and programming literacy.

These topics ensure that students gain a comprehensive understanding of computing, develop critical skills in AI, data analysis, cybersecurity, and programming, and learn to navigate the ethical implications of technology. The proposed BSAI program at UNO will provide a crucial pathway for these students to continue their studies in AI, building on the foundational skills they acquire in high school. This seamless transition from secondary to post-secondary education will prepare them for the evolving demands of the workforce, ensuring they are well-equipped to meet the challenges and opportunities presented by rapid technological advancements.

Furthermore, as the secretary of the Nebraska Association for Curriculum, Instruction, and Assessment (NACIA), I have been involved in statewide educational initiatives that emphasize the importance of integrating technology and innovative curricula into K-12 education. This role has highlighted the growing need for advanced technological education among students who are eager for opportunities to engage with cutting-edge technologies. Additionally, as a former secretary for the Nebraska Association for the Gifted (NAG), I have observed a significant

interest in AI-related fields among high-ability students. The BSAI program will cater to this interest and help cultivate a new generation of innovators and leaders in AI.

We fully support the BSAI program at UNO and believe it will significantly contribute to preparing a skilled workforce ready to meet the demands of academia, industry, and government as AI technologies become increasingly integral.

Yours sincerely,

Kate Sherwin
Coordinator of Engagement, Curriculum, Instruction, and High-Ability Learning
Nebraska City Public Schools
1700 14th Avenue
Nebraska City, NE 68410

To

Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. With the increased interest in AI among our students, BSAI provides a good pathway for them to further their interests in AI. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

Yours Sincerely,



Arthur L. Brown II, M.S.Ed.
Dean of Information Technology
Metropolitan Community College
30th & Fort Street
Omaha, Nebraska 68111

e: abrownii@mccneb.edu

p: 531.622.2322

To
Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha
Date: May 29, 2024

Dear Subramaniam,

In light of the rapid advancements in Artificial Intelligence, it is imperative to equip the future workforce with comprehensive knowledge and skills in this transformative field. We foresee AI principles and AI-driven technologies, along with ethical considerations and fairness, playing an increasingly significant role across various disciplines in higher education. Given the heightened interest in AI among students, the proposed Bachelor of Science in Artificial Intelligence (BSAI) program at UNO's Computer Science Department is both timely and essential.

As the Coordinator of Engagement, Curriculum, Instruction, and High-Ability Learning for Nebraska City Public Schools, I work directly with students, educators, and curriculum developers to foster a robust educational environment. My role has given me unique insights into the growing need for advanced technological education among K-12 students. With the new legislation requiring a Computer Science and Technology course for high school graduation, students will engage with essential topics such as best practices in computer literacy, ethical digital citizenship, information technology concepts, cybersecurity fundamentals, computational thinking, and programming literacy.

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Furthermore, as the secretary of the Nebraska Association for Curriculum, Instruction, and Assessment (NACIA), I have been involved in statewide educational initiatives that emphasize the importance of integrating technology and innovative curricula into K-12 education. This role has highlighted the growing need for advanced technological education among students who are eager for opportunities to engage with cutting-edge technologies. Additionally, as a former secretary for the Nebraska Association for the Gifted (NAG), I have observed a significant

interest in AI-related fields among high-ability students. The BSAI program will cater to this interest and help cultivate a new generation of innovators and leaders in AI.

We fully support the BSAI program at UNO and believe it will significantly contribute to preparing a skilled workforce ready to meet the demands of academia, industry, and government as AI technologies become increasingly integral.

Yours sincerely,

Kate Sherwin
Coordinator of Engagement, Curriculum, Instruction, and High-Ability Learning
Nebraska City Public Schools
1700 14th Avenue
Nebraska City, NE 68410



Jon Walker
Buildertrend
11818 I St.
Omaha, NE 68137

May 21st, 2024

Dr. Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. At Buildertrend, we anticipate AI-based technologies and platforms will play a significant and expansive role in shaping our organization's future success. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department at UNO is timely, essential, and will meet Buildertrend's demand for professionals trained in AI. We expect these demands to grow as AI technologies become more integral to our operations. We welcome this program initiative and look forward to BSAI graduates from UNO joining our teams.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Walker', with a long horizontal flourish extending to the right.

Jon Walker
Chief Technology Officer
Buildertrend



BUILDING AMERICA®

20th May, 2024

To

Mahadevan Subramaniam,

Professor and Chairperson,

Computer Science Department College of Information Science and Technology,

University of Nebraska, Omaha

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and application is crucial. At Union Pacific Railroad, we anticipate AI-Based technologies and platforms will play a significant and expansive role in shaping our organization's future success. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department at UNO is timely, essential and will meet the needs of the state as well as potentially for Union Pacific Railroads' demand for professionals trained in AI. We expect these demands to grow as AI technologies become more integral to our operations. We welcome this program initiative and look forward to BSAI graduates from UNO joining tech teams in Nebraska such as ours.

Yours Sincerely,

Rahul Jalali

Executive Vice President, Chief Information Officer

Union Pacific Railroad



Dr. Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

May 20, 2024

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. At FNBO, we anticipate AI-based technologies and platforms will play a significant and expansive role in shaping our organization's future success. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department at UNO is timely, essential, and will help prepare students to meet our need for professionals trained in AI. We expect these demands to grow as AI technologies become more integral to our operations. We welcome this program initiative and look forward seeing UNO graduate students from BSAI.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'Matthew S. Spyers', written over a horizontal line.

Matthew S. Spyers

SVP, Chief Technology Officer

To

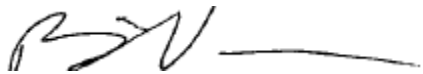
Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

May 16th 2024.

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. At Pacific Life we anticipate AI-based technologies and platforms will play a significant and expansive role in shaping our organization's future success. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department is timely, essential, and will meet Pacific Life's demand for professionals trained in AI. We expect these demands to grow as AI technologies become more integral to our operations. We welcome this program initiative and look forward to BSAI graduates from UNO joining our teams.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'SV', followed by a horizontal line extending to the right.

Scott Vassar, AVP of Technology Services

Pacific Life

6750 Mercy Road, Omaha, NE 68106



Mutual of Omaha Insurance Company

3300 Mutual of Omaha Plaza
Omaha, NE 68175
mutualofomaha.com

May 20, 2024

Dr. Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology University of Nebraska at Omaha

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. At Mutual of Omaha, we anticipate AI-based technologies and platforms will play a significant and expansive role in shaping our organization's future success. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department at UNO is timely, essential, and will meet Mutual of Omaha demand for professionals trained in AI. We expect these demands to grow as AI technologies become more integral to our operations. We welcome this program initiative and look forward to BSAI graduates from UNO joining our teams.

Yours Sincerely,

Mike Lechtenberger

Mike Lechtenberger
Chief Information Officer
Mutual of Omaha

May 22, 2024

Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science & Technology
University of Nebraska-Omaha

Dear Dr. Subramaniam,

I am writing to express my support for the proposal to establish a new bachelor's degree program in Artificial Intelligence (AI) at the University of Nebraska-Omaha's College of Information Science & Technology. I believe that this program will provide a valuable opportunity for students to learn the theory and practice of AI, as well as its applications and implications in various domains.

AI is one of the most rapidly developing and impactful fields of science and technology in the 21st century. It has the potential to transform many aspects of our society, economy and environment. However, it also poses significant challenges and risks that require informed and critical perspectives. Therefore, it is essential to educate and train the next generation of AI professionals who have not only the technical skills but also the broader knowledge and awareness of the opportunities and responsibilities of AI.

The proposed degree program in AI will address this need and will also prepare students for dynamic and diverse career paths in AI. Moreover, the program will enhance the visibility and reputation of the University of Nebraska as a leader and pioneer in AI education and research in the region and beyond.

As a lifelong Nebraskan and as a technology leader, I have witnessed the increasing demand and need for professionals with AI expertise and trust the College of Information Science & Technology to provide students the education to meet these needs. I strongly support the proposal to establish a Bachelor of Science in Artificial Intelligence at UNO's College of Information Science & Technology.

Sincerely,

A handwritten signature in black ink, appearing to read "Melissa Moreno".

Melissa Moreno, EdD
Senior Vice President & Chief Information Officer
Lindsay Corporation



May 20, 2024

To
Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. At the Nebraska Startup Academy, we anticipate AI-based technologies and platforms will play a significant and expansive role in shaping the future success of startups and the broader entrepreneurial ecosystem in Nebraska. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the Computer Science Department is timely, essential, and will meet the demand for professionals trained in AI within our network, across the state, and beyond.

Our vision is to establish Nebraska as a Midwest innovation hub, and the integration of AI expertise is a pivotal component in realizing this goal. We expect the demand for AI professionals to grow as these technologies become more integral to the operations and growth strategies of startups and corporations alike. The BSAI program will undoubtedly equip students with the skills needed to innovate, support, and drive technological advancements in our community leading to economic development that will keep our best and brightest here in Nebraska upon graduation.

We welcome this program initiative and look forward to collaborating with the BSAI program, as well as working with its graduates who will contribute to the vibrant startup ecosystem we are fostering, and corporations who are looking for solutions to the gap they are experiencing in AI.

Yours sincerely,

A handwritten signature in black ink, appearing to read "C.Cuddy". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Charlie Cuddy
President and Executive Director, Nebraska Startup Academy

Columbus, GA, May 18, 2024

To

Mahadevan Subramaniam
Professor and Chairperson
Department of Computer Science
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

Yours Sincerely,

Rania Hodhod

Rania Hodhod, Chair and Professor of Computer Science
Columbus State University
4225 University Avenue
Columbus, GA, 31907



College of Arts and Sciences
(1290 Frenger Mall, SH 123)
Department of Computer Science, MSC CS
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001
575-646-3723
www.cs.nmsu.edu

To: Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Professor Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

Yours Sincerely,

A handwritten signature in black ink, appearing to read 'S. Tran'.

Son Tran, Ph.D., Professor and Head
Computer Science Department
New Mexico State University
Las Cruces, NM 88011

UNIVERSITY OF KENTUCKY
COLLEGE OF ENGINEERING
DEPARTMENT OF COMPUTER SCIENCE

M. Truszczyński
101 Davis Marksbury Building
329 Rose Street
Lexington, KY 40506-0633

(859) 257-3963
mirek@cs.uky.edu

May 24, 2024

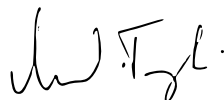
Dr. Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Dr. Subramaniam,

It is a pleasure to write this letter concerning the proposal for the Bachelor's in Artificial Intelligence (BSAI) program that was developed by the UNO's Computer Science Department. With the rapid ascent of Artificial Intelligence (AI) into a critical factor of all domains of human activity, educating and training a future workforce proficient in AI, in its fundamental principles and applications is crucial. I anticipate AI principles and AI-driven technologies and platforms, aware of ethics and fairness issues, to play a significant and expansive cross-cutting role in higher education across disciplines.

I carefully reviewed the description of the proposed program that you made available to me. I find it well designed, carefully thought through, and timely. It will be a great step towards meeting the demand in the field of AI. I expect this demand to grow as AI technologies become more integrated into academia, industry and government. I welcome and support the BSAI program at UNO.

Sincerely



Mirosław Truszczyński
Professor Emeritus, AAAI Fellow

To

Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Dr. Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. We anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. We expect these demands to grow as AI technologies become more integral across academia, industry and government. We welcome and support the BSAI program at UNO.

Yours Sincerely,



Paul Tarau, PhD., Professor
Dept. of Comp. Sci. and Eng., University of North Texas
1155 Union Circle #311366 Denton, Texas 76203-5017



May 27, 2024

To
Mahadevan Subramaniam
Professor and Chairperson
Department of Computer Science
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. AI principles, AI-driven technologies and platforms, ethics, and fairness will play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely and essential. It is a great step towards meeting the demand for AI. We expect these demands to grow as AI technologies become more integral across academia, industry, and government. We welcome and support the BSAI program at UNO.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sudeep Sarkar'.

Sudeep Sarkar, Ph.D.

Distinguished University Professor and Chair, Computer Science and Engineering
Co-Director, USF Institute for Artificial Intelligence + X
Editor-in-Chief, Pattern Recognition Letters
Fellow of NAI, AAAS, IEEE, IAPR, and AIMBE.

Computer Science and Engineering

University of South Florida | 4202 E Fowler Avenue, ENG 030 | Tampa, FL 33620-4301
813-974-3780 | usf.edu/engineering/cse



COLLEGE OF NATURAL SCIENCES
THE UNIVERSITY OF TEXAS AT AUSTIN

Department of Computer Science • 2317 Speedway, Stop D9500 • Austin, Texas 78712-1757 • 512 471-7316

May 20th , 2024

To
Mahadevan Subramaniam
Professor and Chairperson
Computer Science Department
College of Information Science and Technology
University of Nebraska at Omaha

Dear Subramaniam,

With the recent advances in Artificial Intelligence, educating and training a future workforce proficient in its fundamental principles and applications is crucial. I anticipate AI principles and AI-driven technologies and platforms, ethics, and fairness to play a significant and expansive cross-cutting role in higher education across disciplines. The proposed Bachelor's in Artificial Intelligence (BSAI) program by the UNO's Computer Science Department is timely, essential, and is a great step towards meeting the demand in the field of AI. I expect these demands to grow as AI technologies become more integral across academia, industry, and government. I welcome and support the BSAI program at UNO, and I expect graduates from the program to be perfect candidates for the first-of-its-kind Online Masters in AI (MSAI), which we run at UT Austin.

Yours Sincerely,

A handwritten signature in cursive script that reads "Peter Stone".

Dr. Peter Stone
Professor
Department of Computer Science
The University of Texas at Austin



BOARD OF REGENTS AGENDA ITEM SUMMARY

Academic Affairs

August 8, 2024

AGENDA ITEM: Proposal to transition the Master of Science (MS) in Biomedical Informatics, jointly delivered by the University of Nebraska at Omaha (UNO) and the University of Nebraska Medical Center (UNMC) to being administered at UNO, hence deleting the UNMC offering.

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

This is a report required by Regents' Policy.

PRESENTERS: David S. Jackson, Interim Provost

PURPOSE & KEY POINTS

UNMC's Biomedical Informatics (BMI) program was established as a joint offering with UNO and consists of both master's and doctoral degree options that leverage the coursework offered at both institutions. In past years, only one student has graduated with a UNMC BMI degree, while 20 students have graduated from the UNO program. Given the student demand, it is proposed that the administrative home for the BMI MS degree be entirely shifted to UNO; relevant coursework will still be offered by UNMC faculty to UNO and UNMC students as the courses also serve UNMC Ph.D. students across several disciplines. The current UNMC MS student will be allowed to complete their degree, which is expected by Fall 2025. After the student completes their studies, this action will eliminate the MS degree offered at UNMC.

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.

Transitioned/Eliminated Programs or Organizational Units

UNMC-Proposal to Transition the MS in Biomedical Informatics (BMI) to Remain at UNO Only

Date of Board Approval:		January 25, 2013				
If a degree, estimated date of final teachout:		UNMC administered degree only: Dec. 2025				
Annual Program Savings*	Reductions at Teachout		Brief Explanation			
	FTE	Savings	The BMI was established as a joint UNMC/UNO MS and Ph.D. degree granting program using coursework offered on both campuses. Only one MS student in the last several years has graduated from UNMC (Fall 2019); 20 have graduated from UNO. UNMC will eliminate its MS program (keeping the PhD); UNO will still offer the MS degree. No savings will be realized as UNMC will still teach applicable coursework to Ph.D. students in BMI and other disciplines.			
Reduction in Faculty**	0					
Reduction in Staff**	0					
All Other Savings***						
Total Annual Savings		\$ -				
*Annual Savings at Teachout; **Total salary and benefits for the time period specified; ***Total of any additional savings on an annualized basis.						
AAU Recognition Potential Impact: []Very Negative []Negative [X]None []Positive []Very Positive []Not Applicable						
AAU Recognition Criterion Impacted (If any): Not applicable (MS degree)						
For Degrees: Program Enrollment						
	AY 2024	AY 2023	AY 2022	AY 2021	AY 2020	Total
Number of Majors	1	0	0	0	0	1
Number of Degrees Granted	0	0	0	0	0	0



May 22, 2024

H. Dele Davies, MD
Senior Vice Chancellor for Academic Affairs
University of Nebraska Medical Center
987810 Nebraska Medical Center
Omaha, NE 68198-7810
dele.davies@unmc.edu

Dear Dr. Davies:

I have received the request to transition the Master of Science in Biomedical Informatics to be administratively housed at the University of Nebraska Omaha.

Based on the information provided, I understand this joint program has not had many students on the UNMC side and this discontinuation is only for the UNMC administered side of the program. I acknowledge no UNMC courses will be discontinued and UNMC faculty will be available to support UNO students as committee members, as appropriate.

I concur with this decision and that this be reported at an upcoming Board of Regents meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey P. Gold'.

Jeffrey P. Gold, MD
Chancellor

JPG/kks



May 10, 2024

Jeffrey Gold
Chancellor, UNMC
Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear Chancellor Gold:

I am forwarding you the materials requesting to transition the Master of Science in Biomedical Informatics, jointly delivered by UNO and UNMC, to being administratively housed at UNO, hence deleting the UNMC offering.

The UNMC side has only had 1 graduate in the past 5 years, while UNO has had many more. Additionally, UNO has expressed a desire to pursue accreditation for this program, which will even better attract and serve students. Given these, and our wish to best support the program, we agree it is beneficial for UNO to administratively house this program. UNMC classes and faculty will still be available to support this program as needed. As UNMC reviews our BMI PhD curriculum, we will investigate if there is need for an additional, and distinct, clinical or population health informatics MS program.

This proposal has been reviewed and has our approval and was approved by the UNMC Graduate Council at our April 2024 meeting. We are requesting your review and approval as Chancellor so that the Office of the Provost can coordinate consideration by the Executive Graduate Council, Chief Academic Officers, and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

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

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor
University of Nebraska Medical Center



December 20, 2023

Dear Drs Dorn and Dean Garcia Murillo

As you are aware, UNO and UNMC have offered a joint MS and PhD in Biomedical Informatics for several years. Over the last couple of years, we have had several conversations around the joint program related to whether it is meeting the needs of students and the workforce as designed. Recently, UNO also has expressed desire to pursue CAHIIM accreditation for the MS program.

Given that the UNMC MS program has had only 2 graduates in the past 5 years, and not many applicants, we agree that it would be best for UNO to take over the administration of this program. We are currently in the process of reviewing the PhD curriculum as well, based on our research that suggests UNMC students are more interested in clinical informatics and population health informatics. As we review our PhD curriculum, we will also revisit if there is a need for an additional, and distinct, clinical or population health informatics MS program.

Even though UNO will be the administrative home, your students are still able to take UNMC courses as appropriate for the program, and our faculty are still willing and available to serve on committees and as committee chairs as part of the graduate faculty.

Please do not hesitate to contact me with any questions.

Sincerely,

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

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor for Academic Affairs
Dean for Graduate Studies, University of Nebraska Medical Center



To: Dr. Dele Davies, UNMC Senior Vice Chancellor
From: Dr. Martha Garcia-Murillo, Dean of IS&T
Date: March 7, 2024
Subject: MS Biomedical Informatics



This letter acknowledges that UNO's College of Information Science and Technology supports UNMC's intent to discontinue offering the MS in Biomedical Informatics (BMI) at the medical center. This master's degree program was initially established as joint degree program between UNO and UMNC in 2013. Over the last few years faculty and administration on both campuses have been working to identify the programmatic opportunities and logistical challenges which influence the demand for graduate education in biomedical informatics for the state of Nebraska and our region.

While only 2 MS BMI degrees were awarded by UNMC in the last five years, UNO awarded 20 in that same time period according to the 2022-2023 UNO Academic Department Indicators report. The faculty and administration of UNO's College of Information Science and Technology affirm our commitment to offering the MS BMI degree moving forward on our campus.

Any currently active MS BMI students homed at UNMC will continue to have access to the required UNO coursework to complete their degree. These courses are shared with multiple graduate programs at UNO and will continue to be regularly scheduled. The College of IS&T is also happy to continue offering coursework in computing and informatics to UNMC graduate students enrolled in other programs both now and in the future. Conversely, we do not anticipate any impact on current MS BMI students in the program at UNO. Dr. Davies and has confirmed that students homed at UNO are still welcome to take occasional classes at UNMC as appropriate in meeting their degree requirements.

Lastly, we acknowledge that this change would not impact the joint UNMC-UNO administration of the PhD in Biomedical Informatics at this time. The faculty on both campuses are actively discussing the doctoral program's structure and curriculum to better understand the opportunities and challenges moving forward. We look forward to continued dialogue with UNMC over the coming months regarding the joint doctoral program.

Please do not hesitate to contact us if we can provide any further information.

MS IN BIOMEDICAL INFORMATICS

Proposal for Program Deletion

UNMC's Biomedical Informatics program was established as a joint degree program with UNO, and consists of both master's and doctoral degree options. Prospective students apply either through one of the two campuses, with their resulting degree conferred from that institution. There have been several conversations addressing whether the joint master's program is meeting the needs of our students and the workforce.

Applications to the Biomedical Informatics (BMI) master's program via UNMC have historically been sparse. In the past 5 years, only 1 student has graduated from the UNMC BMI master's program, while 20 students have graduated from the UNO program. There is 1 student currently enrolled in the UNMC master's program. Given these statistics, it is proposed that administrative responsibility for the Biomedical Informatics master's degree be shifted fully to UNO, and the program deleted at UNMC. Students from UNO will still be able to take courses as needed and as offered at UNMC.

1. Statement of Need

1. Student demand: *Demand for this program is very low. There is currently 1 student enrolled (matriculated Spring 2024).*
2. External demand: *There remains a demand for graduates trained in biomedical informatics within Nebraska and nationally.*
3. Number of graduates in last 5 years: *1*

Year	2024 (Anticipated)	2023	2022	2021	2020	2019
# of Graduates	0	0	0	0	0	1

4. Current employment of graduates for last 5 years and other indicators of program quality: *The only program graduate in the past 5+ years has been a UNMC faculty member in the Department of Family Medicine since 2001. She remains as such.*
5. Institutional need and impact on other graduate and undergraduate programs, departments or campuses: *There would be no impact on other programs if the MS program was inactivated.*

BMI courses currently offered at UNMC:

BMI 810 (Introduction to BMI) – would continue as part of the PhD program

BMI 899 (Master's Thesis) – would be discontinued

BMI 970 (Seminar: Health Informatics) – would continue as part of the PhD program

All other required and elective courses will continue as they are part of other degree programs.

2. Curriculum

1. Description of curriculum: *See appendix A for curricula for the UNMC Biomedical Informatics master's program*
2. Special requirements: *None*
3. Scheduling of courses for the last 5 years: *Master's Thesis hours and BMI 970 have been offered on an as-needed basis. BMI 810 is offered annually in the fall and will continue as such.*
4. Availability/quality of practica, internships, etc.: *N/A. The MS program had no practicum /internship requirement*
5. Duplicate or closely related course offerings at the department, campus, University-wide levels: *The UNMC College of Allied Health Professionals currently offers a Certificate in Applied Health Informatics. The Biomedical Informatics master's degree will continue to be offered at UNO.*
6. Dual-listed courses (graduate and upper-division undergraduate): *None*

3. Faculty

1. Narrative description summarizing expertise of the faculty: *UNMC Biomedical Informatics faculty are housed at several departments across campus. All have extensive practical and/or academic experience in varying aspects of medical, biomedical and/or healthcare informatics. Many mentor/advise PhD students.*
2. Résumés including publications, current research activities and outside funding (grants, contracts, etc.), conferences attended and papers presented, other scholarly activity: *Not applicable to program deletion*
3. Possible reassignment, retraining or retirement of faculty and staff: *None needed*

4. Students

1. Number of students influenced by deletion/consolidation: *There is only 1 student currently enrolled in the program.*
2. Level of progress of affected students: *The current student will be expected to graduate in Fall, 2025.*
3. Potential for transfer to other programs/departments: *This student has the option of transferring to the UNMC BMI PhD program or to UNO's BMI master's program.*
4. Relative cost to students: *There would be no new costs to this student.*

5. Facilities

1. Laboratories/faculty offices: *All facilities will continue to be needed for the PhD program.*
2. Library holdings: *No change*

6. Budget

1. Present cost of the program (budget). *There is no additional cost of this program given that all courses are now used in the PhD program.*
2. Income of the program (grants, contracts, student tuition, fees, etc.): *Student tuition income based 1 active student is estimated at 5,641.65 per semester (9 credit hours).*
3. Funds saved if the program is eliminated/consolidated. *There are no funds saved if the program is eliminated. Instructor and faculty time will not change.*
4. Phase-out costs and time-line. *There is no phase out cost. Incoming admissions have been paused. The remaining student would be expected to graduate in Fall, 2025.*

Appendix A: University of Nebraska Medical Center Biomedical Informatics Master's Degree Curriculum

UNMC		
BMI MS		HRS
Core (Pick 1):		2
HPRO 830	Foundations of Public Health	3
HSRA 810	US Health Care Systems	3
GCBA 823	Fundamentals in Genetics and Genomics	2
PAMM	Molecular Basis of Disease	3
Research and Quantitative Methods Core:		3
BIOS 806	Biostatistics	3
Computing Core :		6
CSCI 8010	Foundations of CS	3
Pick 1		
CIST 9080	Research Directions in IT	3
CSCI 8080	Design and Analysis of Algorithms	3
CSCI 8325	Data Structures	3
Informatics Core:		6
BMI 970	Seminar: Health Informatics	3
ISQA 8570	Information Security Policy and Ethics	3
Electives (Pick 2):		6
Other Required Courses		7-9
BMI 899	Masters Thesis	
Total Hours Required		30



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve the University of Nebraska’s 2025-27 Biennial State Operating and Capital Budget Requests

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

This is a report required by Regents’ policy.

PRESENTER: Jeffrey P. Gold, M.D., President
Chris J. Kabourek, Senior Vice President | CFO

PURPOSE & KEY POINTS

The University must submit its biennial budget request to the Coordinating Commission for Postsecondary Education by August 15 and to the state by Sept. 15. The University’s budget request reflects the guidance provided to all state agencies on salaries and health insurance increases, as well as targeted support for priority initiatives.

Salaries and Benefits

Per budget instructions issued to all state agencies from the state’s Department of Administrative Services (DAS) budget office, the university is including 3% increases for salaries and 5% increases for health insurance. These are placeholders until collective bargaining and health insurance plans are finalized later this year.

Strategic Opportunities

The University is focused on select priorities that will have the greatest impact on Nebraskans and where the University is best positioned to become more competitive. Those include student recruitment and retention, and growth in research and education in areas like agriculture, healthcare and STEM.

In line with those priorities, the University will seek \$1.5 million each year of the biennium to match the Board of Regents’ investment in expanding the new Presidential Scholars Program, which provides a full cost of attendance scholarship plus a \$5,000 annual stipend to Nebraska students who score a perfect 36 on the ACT. The program will have significant impact on Nebraska’s competitiveness for its best and brightest since its launch this spring, and additional investments allow the University to offer a limited number of scholarships to students who score at least a 32, helping Nebraska retain more of its top talent.

The University will also seek \$1.5 million each year to support research excellence through the Nebraska Research Initiative, funding that will expand Nebraska’s research capacity and competitiveness as it seeks to continue to grow the high impact research programs and readmission into the prestigious Association of American Universities.

Capital Construction – No New Funding

Exciting progress has been made on two key projects that the State has already planned to invest in. Both projects will have a significant statewide impact on Nebraska’s health care workforce development and agriculture research capabilities.

The program statement for Project Health at UNMC, including authorization to spend \$50 million from existing philanthropic funds on non-construction design work, will be presented to the Board of Regents at their August 2024 meeting. UNMC has a goal to grow professional learner enrollment by 20 to 25 percent to meet Nebraska’s growing urban and rural healthcare needs. This will only be possible with significant expansion and improvement of teaching and learning capacity at UNMC’s locations across the state. A public-private partnership, Project Health (the first phase of Project NExT) aims to address the challenge. Added capacity for teaching and research activities will also support Nebraska’s goal for AAU readmission. The University will request the transfer of existing capital construction funds as part of its capital biennial request.

In May 2024, federal, state and university leaders launched construction of the USDA’s National Center for Resilient and Regenerative Precision Agriculture with a groundbreaking at Nebraska Innovation Campus. The \$160 research center will be home to world-leading research and development in ag tech, precision agriculture, and other areas crucial to the future of agricultural innovation.

A companion to the USDA ARS facility, the Ag Tech Incubator and Accelerator, will serve as a business incubator and accelerator and ensure that the research and discovery taking place at the national center moves quickly from discovery to real-world solutions. The Legislature and Governor in 2022 approved \$25 million in state funding for that facility, contingent upon the university raising \$25 million in private funding. Fundraising is moving forward in earnest and is one of the key priorities of the Only in Nebraska campaign. In case fundraising is not complete by June 30, 2025, the University will seek reappropriation into the next biennium of the existing capital construction funds.

Capital Construction – Planning Funds

Expansion of educational space so the University can meet student demands and support workforce growth in high-need fields has been identified as a key investment the University needs to begin planning for. Planning dollars for upgrades to the Peter Kiewit Institute at UNO and a new College of Allied Health building at UNMC will be included in the request. Both projects would be funded by public-private partnerships.

The University recognizes that resources are finite, and that strong fiscal discipline is necessary to allow for investment in priorities. University leaders continue to actively explore the processes and structures that will allow the University to operate as efficiently and effectively as possible so that resources can be spent for maximum impact, tuition can remain affordable, and Nebraska can move toward its vision for excellence.

RECOMMENDATION

The president recommends approval of the item.

University of Nebraska 2025-27 Biennial Operating and Capital Budget Requests

Proposal to the Board of Regents
August 8, 2024

University of Nebraska System (Excluding NCTA) 2025-2027 Operating Budget Request to the State of Nebraska

	2025-26 Request	2026-27 Request	Biennium
<u>Core Operations</u>			
<i>Per State Budget Instructions (note salaries and health insurance are placeholders and may be revised)</i>			
Salaries and fringe benefits	3%	3%	
Health Insurance	5%	5%	
Workers Compensation Assessment	119,388	-	119,388
Accounting System Assessment	(23,574)	-	(23,574)
<u>New Investments</u>			
<i>Keeping our best and brightest at home</i>			
Presidential Scholars	1,500,000	1,500,000	3,000,000
<i>Research Excellence (AAU)</i>			
Research for Nebraska (Nebraska Research Initiative)	1,500,000	1,500,000	3,000,000
<u>Capital Request - No New Funding</u>			
(1) Project Health			
Transfer the existing \$300 million of funding from the Nebraska Transformational Project Fund to the Board of Regents			
(2) Ag Innovation Center			
Reappropriate into the 2025-27 biennium any of the \$25 million unused funding			
<u>Capital Request Planning Dollars to support Public Private Partnerships</u>			
(3) Planning funds to begin design on the Peter Kiewit Renovation and Expansion project at UNO and the College of Allied Health facility at UNMC. Private funds will finance a significant portion of both projects.			
	2025-26 Request	2026-27 Request	Biennium
UNO PKI Renovation/Expansion	2,500,000	2,500,000	5,000,000
UNMC College of Allied Health	2,500,000	2,500,000	5,000,000
	5,000,000	5,000,000	10,000,000



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve the Nebraska College of Technical Agriculture’s 2025-27 Biennial State Operating and Capital Budget Requests

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

This is a report required by Regents’ policy.

PRESENTER: Jeffrey P. Gold, M.D., President
Chris J. Kabourek, Senior Vice President | CFO

PURPOSE & KEY POINTS

The university must submit its biennial budget request to the Coordinating Commission for Postsecondary Education by August 15 and to the state by Sept. 15. The University’s budget request reflects investments in excellence and competitiveness initiatives, in addition to the guidance provided to all state agencies on salaries and health insurance increases.

Salaries and Benefits

Per budget instructions issued to all state agencies from the state’s Department of Administrative Services (DAS) budget office, the university is including 3% increases for salaries and 5% increases for health insurance. These are placeholders until collective bargaining and health insurance plans are finalized later this year.

RECOMMENDATION

The president recommends approval of the item.

Nebraska College of Technical Agriculture 2025-27 Biennial Operating and Capital Budget Requests

Proposal to the Board of Regents
August 8, 2024

Nebraska College of Technical Agriculture (NCTA) 2025-2027 Operating Budget Request to the State of Nebraska

	2025-26 Request	2026-27 Request
<u>Core Operations</u>		
<i>Per State Budget Instructions (note salaries and health insurance are placeholders and may change)</i>		
Salaries and fringe benefits @ 3%	3%	3%
Health Insurance @ 5%	5%	5%



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve and authorize the execution of a three-year Microsoft Campus Agreement for the University of Nebraska System with Dell as the reseller

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

This is a report required by Regents' policy.

PRESENTERS: Bret Blackman, Vice President for IT
Andrew Buker, Assistant Vice President for Infrastructure Services

PURPOSE & KEY POINTS

Microsoft is a key partner and supplier to the University of Nebraska System and the Microsoft Campus Agreement provides access to Microsoft software, including *Windows*, *Office*, *Microsoft 365*, and *Azure*. This agreement is offered under a Midwestern Higher Education Compact, MHEC, collaborative contract that was competitively bid and awarded to Dell.

The Microsoft Campus Agreement includes productivity, cybersecurity, and computational services that are critical to the operation of the University of Nebraska System and the campuses. It also continues the unlimited-use licenses for *Windows Server* and *Microsoft SQL Server* for all faculty, staff, and students that was adopted by the NU System in 2018.

All costs included in this agreement are variable based on the number of licenses subscribed to and services consumed each year. The budget is represented as a not to exceed over the three-year life of the agreement. As reference, the annual cost in Fiscal Year 2024 was \$3,013,288.80, with NU-ITS paying for the Office of the President, UNL, UNO, UNK, and NCTA portion and Nebraska Medicine IT paying for UNMC.

Final paperwork for signatures is not made available until 30 days prior to our October 1 renewal.

Project Budget \$10,500,000

BACKGROUND INFORMATION

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

RECOMMENDATION

The President recommends approval.

Campus and School Agreement

This agreement is entered into by the entities identified on the signature form.

This agreement consists of (1) these terms and conditions and the signature form, (2) the Product Terms, (3) the Online Services Terms, (4) any Enrollment entered into under this agreement, (5) any order submitted under this agreement, and (6) the eligibility criteria for Campus and School Agreement at the Licensing Site as of the effective date of this agreement.

Terms and Conditions

Definitions.

In this agreement, the following definitions apply:

1. “Affiliate” means
 - a. If Institution is a non-public entity, then, with regard to Institution, “Affiliate” means any Qualified Educational User (as defined in the applicable Microsoft Qualified Educational User Definition available at the Licensing Site) that controls, is controlled by, or is under common control with Institution.
 - b. If Institution is a public entity, then, with regard to Institution, “Affiliate” means, any Qualified Educational User that is:
 - (i) within the administrative control or supervision of Institution, or
 - (ii) expressly authorized by Institution to purchase as its affiliate.
 - c. with regard to Microsoft, any entity that controls, is controlled by, or is under common control with Microsoft.

For purposes of this definition, **except with regard to hospitals, healthcare systems, and research laboratories** (collectively, “Healthcare Institutions”), “control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity. For Healthcare Institutions, “control” means that Institution is the sole owner of the Healthcare Institution or the only entity with the power to direct the management and policies of the Healthcare Institution’s day-to-day operations.

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, Institution and its Affiliates through the use of Online Services.

“Education Qualified User” has the definition provided in the Enrollment.

“Enrollment” means the document that Institution submits under this agreement to place orders for Products.

“day” means a calendar day.

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Institution to address a specific issue.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses.

“Licensed Period” means the period of time beginning on the effective date specified in the Enrollment and continuing for the period of time specified in the Enrollment.

“Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

“Microsoft” means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates, as appropriate.

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product Terms.

“Online Services Terms” means the additional terms that apply to Institution’s use of Online Services published on the Licensing Site and updated from time to time.

“Organization” means the organization Institution defines in its Enrollment.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region.

“Product Terms” means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

“SLA” means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Licensing Site.

“Software” means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

“Student” means any individual enrolled in any educational institution that is part of the Organization, whether on a full-time or part-time basis.

“use” or “run” means to copy, install, use, access, display, run, or otherwise interact with.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

2. “Users” means Institution, Education Qualified Users, and Students designated on the Enrollment to run the Products, and members of the public who access devices located in Institution’s open access labs or libraries.

License for Products.

- a. **License Grant.** Microsoft grants the Organization a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless Institution exercises a buy-out option, which is available for some Subscription Licenses.
- c. **Applicable Use Rights.** The latest Use Rights, as updated from time to time, apply to the use of all Products, subject to the following exceptions.

- (i) **For Versioned Software:** Material adverse changes published after the date a Product is first licensed will not apply to any licenses for that Product acquired during the applicable Enrollment term unless the changes are published with the release of a new version and the Organization chooses to update to that version. Renewal of Software Assurance does not change which Use Rights apply to perpetual Licenses acquired during a previous term or Enrollment.
- (ii) **For all other Products:** Material adverse changes published after the start of the subscription period will not apply during the subscription term.
- d. **Downgrade Rights.** Organization may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **License Confirmation.** This agreement, the applicable Enrollment, and Institution's order confirmation, together with proof of payment, will be Institution's evidence of all Licenses obtained under an Enrollment.

Use, ownership, rights, and restrictions.

- 3. a. **Products.** Unless otherwise specified in this agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable Enrollment.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. **Non-Microsoft software and technology.** Institution is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.
- d. **Restrictions.** Institution must not (and is not licensed to) (1) reverse engineer, decompile or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Except as expressly permitted in this agreement or Product documentation, Institution must not (and is not licensed to) (1) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (2) distribute, sublicense, rent, lease, lend, any Products, Fixes, in whole or in part, or use them to offer hosting services to a third party.
- 4. e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Institution any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

Making copies of Products and re-imaging rights.

- a. **General.** Institution may make as many copies of Products as it needs to distribute them within the Organization. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Institution may use a third party to make these copies, but Institution is agreed it will be responsible for any third party's actions. Institution agrees to make reasonable efforts to notify its Users that the Products are licensed from Microsoft and subject to the terms of this agreement.

- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Institution may (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
- (iii)** Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (iv)** The Product, language, version, and components of the copies made must be identical to the Product, language, version, and components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (v)** Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (vi)** Institution must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights provided with the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5.

Transferring and reassigning Licenses.

- a. License transfers.** License transfers are not permitted, except that Institution may transfer only fully-paid perpetual licenses to:
- (i)** an Affiliate, or
 - (ii)** a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (1) a divestiture of part of the Organization or (2) a merger involving any part of the Organization.

Upon such transfer, the divested or merged part of the Organization must uninstall and discontinue using the licensed Products and render any copies unusable.

- b. Notification of License Transfer.** Institution must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from the Licensing Site, and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Institution provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the Licenses being transferred (including, without limitation, the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single User or device within the Organization. Licenses and Software Assurance may be reassigned within the Organization as described in the Use Rights.

Confidentiality.

“Confidential Information” is non-public information that is designated “confidential” or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. The Online Services Terms may provide additional obligations for, and limitations on disclosure and use of, Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other’s business, products or services.

6.

Each party will take reasonable steps to protect the other party’s Confidential Information and will use the other party’s Confidential Information only for purposes of the parties’ business relationship. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, “Representatives”) and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party’s Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives’ unaided memories in the development or deployment of the parties’ respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

7.

Privacy and compliance with laws.

a. Institution consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Institution will obtain all required consents from third parties (including Institution’s contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention and other processing of personal data from the European Economic Area and Switzerland.

8.

c. **U.S. Export.** Products and Fixes are subject to U.S. export jurisdiction. Institution must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions by U.S. and other governments related to Microsoft products, services, and technologies.

Term and termination.

a. **Effective date.** The effective date of this agreement will be the earlier of either the date the agreement is executed by Microsoft or the effective date of the first Enrollment.

b. **Term.** This agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

- c. **Termination without cause.** Either party may terminate this agreement without cause upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Institution within a reasonable period of time, Microsoft may terminate this agreement and all Enrollments under it. If Institution terminates an Enrollment as a result of a breach by Microsoft, then Institution will have the early termination rights described in the Enrollment.
- e. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation.
- f. **Program updates.** Microsoft may make changes to this program that will make it necessary for Institution to enter into a new agreement and Enrollment at the time of an Enrollment renewal.

9. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Institution is first licensed for that version. If it does not and Institution notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Institution paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Institution's use. Institution's remedies for breach of this warranty are in the SLA.

The remedies above are Institution's sole remedies for breach of the warranties in this section. Institution waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use in a manner inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Institution is permitted to redistribute.

10.

- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The

party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Institution against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Institution's license and refund any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Institution's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Institution.** To the extent permitted by applicable law, Institution will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Institution's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Institution's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

Limitation of liability.

11. For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Institution was required to pay for the applicable Products during the term of this agreement, subject to the following:
 - a. **Online Services.** For Online Services, Microsoft's maximum liability to Institution for any incident giving rise to a claim will not exceed the amount Institution paid for the Online Service during the 12 months before the incident.
 - b. **Free Products and Distributable Code.** For Products provided free of charge and code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
 - c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
 - d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.
- 12.

Verifying compliance.

- a. **Right to verify compliance.** Institution must keep records relating to all use and distribution of Products by Institution and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Institution must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Institution hosts, sublicenses, or distributes to third parties. Institution agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Institution must order sufficient licenses to cover its use, and

(2) if unlicensed use or distribution is 5% or more, Institution must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price list and Institution price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to actual install base. If there is no unlicensed use, Microsoft will not subject Institution to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

- c. **Verification process.** Microsoft will notify Institution at least 30 days' in advance of its intent to verify Institution's compliance with the license terms for the Products Institution and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Institution's operations.
- d. Additionally, Institution must use reasonable efforts to make Users aware of the terms and conditions upon which they are allowed to use the Products. Accordingly, Institution must:
 - (i) Notify all Users in advance of using the Products that:
 - 1) their use of the Products is subject to the terms of this agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
 - 2) they are allowed to run the Products only during the Licensed Period;
 - 3) if this agreement is terminated, or an Enrollment expires and Institution does not purchase perpetual Licenses for the Products ordered under the Enrollment, then all Products run under this agreement or the applicable Enrollment must be deleted when the Licensed Period expires or is otherwise earlier terminated, whichever is first;
 - (ii) Periodically publish in an Organization-wide publication and applicable web sites a reference to the location (either physical or on a computer network) where they can view the Product Terms and Use Rights;
 - (iii) Notify Microsoft immediately if Institution becomes aware of any actual or potential violation of this agreement; and
 - (iv) Provide all reasonable assistance and cooperation Microsoft requests to investigate and remedy any unauthorized use of the Products by Users.

13. If Institution complies with this section, Institution will not be responsible for Student Users' failure to comply with the terms of this agreement.

Miscellaneous.

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Institution and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Institution about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Institution. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Institution is free to enter into agreements to license, use, or promote non-Microsoft products or services.

- e. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product Terms and Use Rights from time to time, subject to the terms of this agreement. Any additional or conflicting terms and conditions contained in Institution's or a reseller's purchase order are expressly rejected and will not apply. Microsoft may require Institution to sign a new agreement or an amendment to an existing agreement before processing a new order or entering into an Enrollment.
- f. **Assignment.** Either party may assign this agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law, venue, and jurisdiction.** This agreement is governed by the laws of the state where Institution is organized or formed. Both parties agree that the federal courts have exclusive jurisdiction over disputes under this agreement and the resolution. Any legal actions relating to this agreement must be brought in a court of competent jurisdiction with federal courts located in the jurisdiction of the state where Institution is organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

The parties consent to personal jurisdiction in the agreed venue. This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this agreement except those requiring performance only during the term of the agreement.
- l. **Taxes.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. Institution shall pay all value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this agreement and that Microsoft is permitted to collect from Institution under applicable law. Institution shall be responsible for any applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution or provision of Products by Institution to the Organization. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Institution may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided, however, that, Institution promptly secures and delivers to Microsoft an official receipt for those withholdings and other documents Microsoft reasonably requests to claim a foreign tax credit or refund. Institution must ensure that any taxes withheld are minimized to the extent possible under applicable law.

- m. **Management and reporting.** Institution must provide and manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center web site (or its successor site) at <https://www.microsoft.com/licensing/servicecenter>. On the effective date of this agreement and any Enrollments, the contact(s) Institution has identified for this purpose will be provided access to this site and may authorize additional users and contacts.

- n. Order of precedence.** In the case of a conflict between any documents in this agreement that is not expressly resolved in the documents, their terms will control in the following order, from highest to lowest priority: (1) this Campus and School Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this agreement, and (6) any other documents in this agreement. Terms in an amendment control over the amended document and any prior amendments, concerning the same subject matter.
- o. FERPA.** Upon receipt of a judicial order or lawfully issued subpoena requiring the disclosure of personally identifiable information from education records related to Institution in Microsoft's possession, Microsoft or an Affiliate of Microsoft will attempt to redirect the request to Institution. If compelled to disclose personally identifiable information from education records related to Institution to a third party, Microsoft will use commercially reasonable efforts to notify Institution in advance of a disclosure unless legally prohibited. Institution understands that Microsoft may have no or limited contact information for Institution's students and students' parents in its possession. Consequently, Institution will convey notification on behalf of Microsoft to students (or, with respect to a student under 18 years of age and not in attendance at a postsecondary institution, to the student's parent) of such an order or subpoena as may be required under applicable law.



Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)*

Signature* _____

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>		Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Campus and School Agreement identified on the signature form, (3) the Product Terms, (4) the Online Services Terms, (5) any supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, (6) the Supplemental Terms and Conditions for Online Services if Institution's Campus and School Agreement is a version 2009 or earlier and Institution is ordering Online Services, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term or expiring renewal term, as applicable. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment effective date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

<input type="checkbox"/>	12 Full Calendar Months	<input type="checkbox"/>	36 Full Calendar Months
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Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective box above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Education Platform Product” means any Product chosen by Institution under this Enrollment, and designated as an Education Platform Product in the Product Terms. Education Platform Products may only be licensed on an Organization-wide basis, or for the full Student Count.

“Education Qualified User” means an employee or contractor (except Students) who accesses or uses an Education Platform Product for the benefit of the Institution.

“Expiration Date” means the date upon which the Enrollment expires.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Organization-wide Count” means the total number of Education Qualified Users in the Organization as listed in the “Licensing options; rights and restrictions” table included in this Enrollment.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is designated as a server and not used as a personal computer, or not Managed (as defined in the Product Terms at the start of the applicable initial or renewal term of the Enrollment). At its discretion, Institution may designate any device excluded above that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Education Platform Products or Online Services Institution has selected. “Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met and which was entered into by Institution or Institution’s Affiliate, and that is active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Student Count” means the total number of Students in the Organization as listed in the “Licensing options; license rights and restrictions” table included in this Enrollment.

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Subscription License” means, for purposes of this Enrollment, a fixed term license that expires when the Enrollment expires or is terminated unless the buyout option is exercised. Any License ordered under this Enrollment is a Subscription License, even if it is otherwise designated on the purchase order.

2. Order requirements.

- a. Minimum order requirements for Enrollment for Education Solutions.** This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options (Education Qualified Users or Students), depending on the Users it wishes to enable to use the Products.

The initial order must include Subscription Licenses for at least:

- (i) One Education Platform Product for an Organization-wide Count of at least 1,000; or
- (ii) One Education Platform Product for a Student Count of at least 1,000; or
- (iii) A mix of Education Platform Products that may be ordered as described in the Product Terms.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Institution must submit an order within 30 days of the effective date of the Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so.

- b. Additional Products.** Upon satisfying the minimum order requirements above, Institution may order Additional Products. For Additional Products identified in the Product Terms as licensed Organization-wide or for the full Student Count, Institution must order Licenses equal to the Organization-wide Count or Student Count, as applicable.
- c. Use Rights for Education Platform Products.** For Education Platform Products other than Online Services, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- d. Country of usage.** Institution must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Orders must be submitted to an authorized Reseller who will transmit the order to Microsoft. The Reseller and Institution determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Resellers and other third parties do not have authority to bind or impose any obligation or liability on the Microsoft Affiliate that enters into this Enrollment.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Education Platform Products and Additional Products may be added at any time by contacting a Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Online Services not previously ordered, an initial order for the Online Service is required prior to use.
 - (ii) Adding Licenses for previously ordered Products.** For Education Platform Products other than Online Services and for Additional Products licensed Organization-wide or for the full Student Count, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count or Student Count to account for any such increases on each anniversary of the Enrollment effective date during the Licensed Period. Additional Licenses for Online Services must be ordered prior to use.
 - (iii) Invoicing.** Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- g. Annual orders.** Institution must submit annual orders as follows:
- (i) Annual order requirements.** If Institution has a three-year Licensed Period, it must submit an annual order that accounts for any changes since the initial order or last annual order, including its updated Organization-wide Count or Student Count. Each annual order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment effective date or last anniversary date, except for permitted reductions, step-ups, add-ons and any Additional Products not ordered Organization-wide.
 - (ii) Subscription License Reductions.** Institution may reduce the quantity of Subscription Licenses at the enrollment anniversary date on a prospective basis as follows:
 1. For Enterprise Platform Products, Licenses can be reduced, as long as the initial order minimum requirements are maintained.
 2. For Additional Products ordered Organization-wide or for the full Student Count, the quantity of Licenses can be reduced provided it remains equal to Institution's Organization-wide Count or Student Count (as applicable).
 3. For other Additional Products, Institution may reduce the Licenses. If the License count is reduced to zero, then Institution's use of the applicable Subscription License will be cancelled.
 - (iii) Annual order period.** Microsoft must receive an anniversary order prior to each Enrollment anniversary date. Institution may order more often than at each Enrollment anniversary date except for Subscription License reductions.
- h. Buy-out option.** Institution may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services (if permitted) and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses. A buy-out option is available if Institution has licensed the Products under one or more Enrollments (including any extensions) for at least 36 full calendar months immediately preceding the Expiration Date. To exercise its buy-out option, Institution must submit and Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order. Institution may order perpetual Licenses for Education Platform Products and Additional Products licensed Organization-wide in a quantity at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. Institution may order perpetual Licenses for Additional Products in a quantity equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses.
- i. How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at the Volume Licensing Service Center (<https://www.microsoft.com/licensing/servicecenter>) or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- j. Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Institution may step-up to a higher edition or suite. The order requirements set forth in the subsection above titled "Adding Licenses for previously ordered Products" apply to all step-ups.

3. Pricing.

- a. Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or Reseller, as applicable.

- (i) **One-year Licensed Period.** Microsoft will not increase the price it charges to the Reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding one year Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- (ii) **Three-year Licensed Period.** If Institution chooses a three-year Licensed Period and complies with the ordering requirements in this Enrollment, provided Institution qualifies for the same price level for the entire Licensed Period, for any Products ordered during the Licensed Period, Microsoft will charge the Reseller the same price for a License on each annual order as when Institution first ordered the Product, except for step-ups.
- b. **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level for Education Platform Products (A, B, C, or D). If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Provided that Institution qualifies for the same price level for the entire term, Institution's price level does not change during the term of the Enrollment. If Institution qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Institution's request or on its own initiative.

Select Price Level that Applies to Education Qualified User Option	Organization Wide Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

Select Price Level that Applies to Student Option	Student Count	Price level (Only Applicable For Education Platform Products)
<input type="checkbox"/>	1,000	A
<input type="checkbox"/>	3,000	B
<input type="checkbox"/>	10,000	C
<input type="checkbox"/>	25,000	D

- c. **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its Reseller. However, Microsoft will provide the Reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the Reseller for the Products during the term of the Enrollment.

4. Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms.

5. **End of Enrollment term and termination.**

- a. **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) renew the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- b. **Extension orders.** Institution may elect to extend its initial Licensed Period for subsequent terms not to exceed 72 consecutive months from the initial effective date using any combination of (1) extension terms of 12 full calendar months and (2) one extension term of 36 full calendar months. Institution must submit, and Microsoft must receive, an extension order prior to the expiration of the Licensed Period.
- c. **If Institution elects not to renew.**
 - (i) **Subscription Licenses buy-out.** Institution may elect to obtain perpetual Licenses as described in the Section titled "Buy-out option" for Licenses for which a buy-out is available.
 - (ii) **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed, and Organization must discontinue use. Microsoft may request written certification to verify compliance. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement.
- e. **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution's Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

1. Defining Institution's Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

<input type="checkbox"/>	Institution and all of its Affiliates , departments and school locations (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
<input type="checkbox"/>	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), and/or school location(s), or clearly defined User group(s) if Affiliate is a school without departments or school locations (please list the Affiliate(s), department(s), school location(s) or User group(s) of Affiliate(s) below)
<input type="checkbox"/>	Institution's (or any Affiliate's) listed department(s), and/or school location(s), or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations (please list department(s), school location(s) or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (e.g., a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

2. Licensing options; license rights and restrictions.

Choosing a licensing option. Institution may license Education Platform Products and Additional Products licensed Organization-wide or for the full Student Count for (1) Education Qualified Users and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.

Licensing Options.

- a. **Education Qualified Users:** If Institution selects this option, Institution's Organization-wide Count must include all Education Qualified Users in its Organization.
- b. **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization.

Category	Institution's Selection	Organization-wide Count and/or Student Count, as applicable
1. Education Qualified Users	<input type="checkbox"/>	
2. Students	<input type="checkbox"/>	

License rights and restrictions. So long as Institution places orders pursuant to the agreement and this Enrollment for any required Licenses and pays per the agreement with its Reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- a. If the Education Qualified User option is chosen, Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Qualified Device and (2) a user CAL to each Education Qualified User, in both cases to access Institution's associated server software.
- b. If the Student option is chosen, each Student in the Organization may run one instance of the licensed Education Platform Products and one instance of any Additional Product licensed for the Student Count on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

3. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name) *

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone

Tax ID

** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Last*
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone

Language preference. Choose the language for notices. English
 This contact is a third party (not Institution). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.
** indicates required field*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Last*
Contact email address*
Phone

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required field*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name*
Street address (PO boxes will not be accepted) *
City*
State/Province*
Postal code*
Country*

Contact name: First* Last*
Phone

Contact email address*
** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

e. If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional Notices Contact
- (ii) Software Assurance Manager
- (iii) Subscriptions Manager
- (iv) Customer Support Manager (CSM) contact

f. **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address:





BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve budget increase and municipal funding partnership for the Westbrook Music Building Replacement project at the University of Nebraska-Lincoln (UNL)

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

This is a report required by Regents' Policy.

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

PURPOSE & KEY POINTS

The City of Lincoln has requested a funding partnership with UNL to operationalize the Downtown Corridors Lincoln Streetscape Improvements project at 10th and 'Q' Street. The City of Lincoln has allocated up to \$350,000 of funding to cover one hundred percent of the cost to design and construct streetscape improvements on the east side of the roadway generally between 'Q' and 'R' Streets to provide a larger pedestrian sidewalk and buffer zone adjacent to campus and the Westbrook building. The Westbrook project requires an increase in budget authority of \$350,000, for a new budget of \$81,406,923, to complete the full scope of work and to capture costs associated with the streetscape improvements within the project budget. There are no direct additional costs to UNL for this work.

By incorporating the work within the UNL Westbrook project, the City of Lincoln estimates cost savings from mobilization, inflation, avoidance of duplicative work, and soft cost deferral. In addition, this work provides improvements to public safety for events, additional flexibility of street utilization, and improves first impressions of downtown Lincoln. When completed it will enhance the streetscape and public right-of-way for UNL students, faculty, staff, and visitors and is a mutual community benefit to improve safe connectivity and enhance public perceptions of downtown Lincoln.

Westbrook BOR Approved Project Budget \$81,056,923
Wesbrook Revised Budget Requirement \$81,406,923

BACKGROUND INFORMATION

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

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 08, 2024

AGENDA ITEM: Naming of the new feedlot center located at the Eastern Nebraska Research, Extension and Education Center near Mead, NE, at UNL, the “Klosterman Feedlot Innovation Center”

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

This is a report required by Regents' Policy.

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

PURPOSE & KEY POINTS

John and Beth Klosterman of David City, NE, are longtime supporters of the university, especially the Institute of Agriculture and Natural Resources (IANR). Contributing to the cattle industry as cattle feeders and conservationists, John served as the first President of the Nebraska Cattlemen (1988-89), Ag 40 and Agricultural Builders of Nebraska. John was also instrumental in the formation of IANR in 1973. The Klosterman’s contributed to the cost of building the Feedlot Innovation Center.

BACKGROUND INFORMATION

Pursuant to Board of Regents policy 6.2.7.(3)(c), such naming items must be approved by the Board of Regents upon the recommendation of the Chancellor responsible for the Facility and the President.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Ratify Amendment 1 to Standard Form Construction Agreement Between Owner and Construction Manager (CMR) for construction and extended preconstruction services for the Lied Center for Performing Arts Renovation and Addition at the University of Nebraska Lincoln

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

This is a report required by Regents' policy.

PRESENTERS: Rodney Bennet, UNL Chancellor
Michael Zeleny, UNL Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

The Lied Center for Performing Arts Renovation and Addition Project includes use of the Construction Manager at Risk (CMR) delivery method. Whiting-Turner Contracting Company was selected as the CMR through a competitive qualification-based selection process in accordance with Board of Regents policies.

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

Project Budget	\$25,500,000
CMR/GMP Amendment Budget	\$ 1,974,554*

BACKGROUND INFORMATION

Authority to approve and execute construction contract amendments or change orders exceeding, in the aggregate, the greater of \$1,000,000 or 1.25% of the total project cost is reserved by the Board of Regents.

On December 3, 2021, the Board of Regents approved the Program Statement for the Lied Center for Performing Arts Renovation and Addition at UNL, including approval for CMR/GMP contracting method and a total project budget of \$25,500,000 with a Construction Budget of \$19,488,000.

On May 13, 2022, the University entered into a Standard Form Agreement Between Owner and Construction Manager (CMR) contract for Preconstruction Phase services at a base fee of \$181,705.

In the spring of 2023, a decision was made to proceed with a portion of the construction phase in parallel to ongoing preconstruction services. This decision was based on the ability to clearly delineate the restroom expansion construction as its own scope of work and the feasibility of completing construction during the Lied's off-season so as not to impact the performance schedule. Amendment 1 in the amount of \$1,191,280 was issued June 16, 2023, for the restroom expansion construction phase, resulting in a total contract value of \$1,372,985.

Although this Amendment was included in the Report on Bids and Contracts over \$1 Million at the October 5, 2023 Board of Regents meeting and the full contract amount is within the Board-approved budget for the Project, pursuant to *RP-6.3.1.4f*, this increase above \$1,000,000 triggered the requirement for approval of the Amendment by the Board of Regents. This unfortunately did not happen prior to execution.

As this Amendment has already been signed and the work completed, UNL requests that Amendment 1 to the Standard Form Construction Agreement Between Owner and Construction Manager (CMR) for the Lied Center for Performing Arts Renovation and Addition Project be ratified by the Board.

*Three subsequent change orders, totaling \$601,569, supporting additional restroom construction costs and extending preconstruction services, bring the full CMR/GMP contract to \$1,974,554. These change orders do not require Board approval but are noted in the above CMR/GMP total for full transparency to the current GMP contract amount.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve naming the exterior plaza of the Osborne Legacy Complex the “Sandhills Global Plaza.”

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

This is a report required by Regents’ policy.

PRESENTERS: Troy Dannen, Athletic Director

PURPOSE & KEY POINTS

Nebraska Athletics seeks to name the exterior plaza located near the all-athlete lobby entrance of the Osborne Legacy Complex the “Sandhills Global Plaza” in recognition of a generous donation by Sandhills Global in support of Nebraska Athletics. The term of this naming, as included in the fund agreement and pursuant to Board of Regents Policy 6.2.7(6)(b), is for up to twenty-five years. With the naming of this area, the Board of Regents expresses its deepest gratitude and appreciation for Sandhills Global’s generous support of the University of Nebraska and Nebraska Athletics.

BACKGROUND INFORMATION

Regents Policy 6.2.7(3)(c) provides that a significant campus feature 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.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve and authorize execution of an amendment to the multimedia rights agreement with Playfly.

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

This is a report required by Regents' policy.

PRESENTERS: Troy Dannen, Athletic Director

PURPOSE & KEY POINTS

In the multimedia rights agreement between the University and Playfly Sports Properties, LLC, the University agreed to license to Playfly certain multimedia rights related to Nebraska Athletics, except that the University retained certain sponsorship and promotional rights in certain categories. The parties wish to amend the agreement to include as an additional retained category the “health system and/or hospital category” and to amend the annual rights fee in consideration for the University retaining this additional category. Effective July 1, 2024, the parties desire to reduce the annual rights fee by one million dollars each contract year to reflect the value of this retained category. This change will enable the University to directly provide sponsorship and promotional rights to a sponsor in exchange for payment. Correspondingly, the parties desire to reduce the annual sales thresholds by one million dollars each contract year because the University will retain these sponsorship and promotional rights.

BACKGROUND INFORMATION

The Board approved a multimedia rights agreement with Playfly Sports Properties, LLC, in September 2022. The agreement has an effective date of October 1, 2022, and continues through June 30, 2038. The agreement may be amended in writing by authorized representatives of both parties. The parties desire to amend the agreement to include as an additional retained category the “health system and/or hospital category” and to amend the annual rights fee and annual sales thresholds in exchange for the University retaining this additional category.

RECOMMENDATION

The President recommends approval.

SECOND ADDENDUM TO UNIVERSITY MULTIMEDIA RIGHTS AGREEMENT

This Second Addendum to University Multimedia Rights Agreement (the “Addendum”) dated effective as of July 1, 2024, is made by and between the Board of Regents of the University of Nebraska, a public body corporate organized and existing under the laws of the State of Nebraska (“University”), on behalf of the Department of Intercollegiate Athletics (“Athletics”) of the University of Nebraska-Lincoln (“UNL”) and Playfly Sports Properties, LLC, a Delaware limited liability company with an office at 22 Cassatt Avenue, Berwyn, PA 19312 (“PSP”).

WHEREAS, University and PSP entered into a multimedia rights agreement (the “Agreement”) with an effective date of October 1, 2022; and

WHEREAS, the University agreed to license to PSP certain multimedia rights related to Athletics as contemplated by the Agreement; and

WHEREAS, pursuant to VII.C.3 the University was granted the rights to retain certain sponsorship and promotional rights (the “Retained Agreements”) in the categories set forth in Exhibit C; and

WHEREAS, the parties desire to amend this Agreement to include as an additional retained category the “health system and/or hospital category”; and

WHEREAS, the parties also agree to amend its Annual Rights Fee in consideration for the University retaining the Additional Category; and

WHEREAS, pursuant to XXI.F. of the Agreement, the parties may agree to amend the agreement in writing.

NOW, THEREFORE, in accordance with these recitals and in consideration of mutual promises and covenants recited hereafter, the parties agree as follows:

1. Section X.A.1. (“Annual Rights Fee”) shall be deleted in its entirety and replaced with the following:
 1. **Annual Rights Fee.** For the rights and privileges herein granted to PSP by the University, PSP agrees to pay to Athletics for each Contract Year an Annual Rights Fee as follows:

<u>Contract Year</u>	<u>Amount</u>
2022-2023	Transition
2023-2024	Period
	\$13,000,000

2024-2025	\$12,750,000
2025-2026	\$13,500,000
2026-2027	\$14,250,000
2027-2028	\$15,000,000
2028-2029	\$15,750,000
2029-2030	\$16,500,000
2030-2031	\$17,250,000
2031-2032	\$18,000,000
2032-2033	\$18,800,000
2033-2034	\$19,600,000
2034-2035	\$20,400,000
2035-2036	\$21,000,000
2036-2037	\$21,600,000
2037-2038	\$22,200,000

2. Section X.A.5 (“Royalties”) shall be deleted in its entirety and replaced with the following:

5. Royalties. For all rights and privileges herein granted to PSP by the University, PSP agrees to pay the University a royalty (the "Royalty") in each Contract Year equal to the percentage of the Revenues (as defined in Section I) received in excess of the Annual Sales Threshold as set forth below:

<u>Contract Year</u>	<u>Annual Revenue Percentage</u>	<u>Annual Sales Threshold</u>
2022-2023	Transition Period	Transition Period
2023-2024	72.5%	\$18,850,000
2024-2025	72.5%	\$18,937,000
2025-2026	72.5%	\$20,025,000
2026-2027	75%	\$21,112,500
2027-2028	75%	\$22,200,000
2028-2029	75%	\$23,287,500

2029-2030	77.5%	\$24,375,000
2030-2031	77.5%	\$25,462,500
2031-2032	77.5%	\$26,550,000
2032-2033	80%	\$27,710,000
2033-2034	80%	\$28,870,000
2034-2035	80%	\$30,030,000
2035-2036	80%	\$30,900,000
2036-2037	80%	\$31,770,000
2037-2038	80%	\$32,640,000

3. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with the Exhibit C attached hereto.
4. Except as amended by this Addendum, all original terms and provisions of the Agreement shall continue in full force and effect and the Agreement, as amended by this Addendum, is hereby ratified and confirmed.

[Remainder of page intentionally left blank; signature page immediately follows.]

PLAYFLY SPORTS PROPERTIES LLC:

By: _____
Michael Schreiber, CEO

Date: _____

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

By: _____
Jeffrey P. Gold, M.D., President

Date: _____

Attest: _____
Stacia Palser
Corporation Secretary

**EXHIBIT C
RETAINED AGREEMENTS**

UNL Sponsors

Sponsor	Exclusive*?	Rights*
LinPepCo (Pepsi)	Yes	Pouring Rights

Athletic Department Sponsors

Sponsor	Exclusive*?	Categories*
Adidas	Yes	Footwear, apparel, sports equipment
Gatorade (Stokely-Van Camp)	Yes	Sports drinks related products
Land O' Frost dba Wimmers	Yes	Hot dogs
Storm Products, Inc.	Yes (with respect to rights listed only)	Bowling products
The Graduate	Yes (with respect to rights listed only)	Event Title Sponsor for track & field meet
Valentino's	Yes	Commercial food service, specialty concessions, special events catering
Nebraska Medicine	Yes	Health system and/or hospital

*Refer to individual contracts for complete details



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Program Statement 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, UNMC Interim Chancellor
Anne Barnes, UNMC Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

UNMC requests the review and approval of the Program Statement for Project Health, including authorization to spend an additional \$50million on non-construction design fees.

BACKGROUND INFORMATION

UNMC and 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, 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 and 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.

Total Project Budget \$2.191B

Construction		Program Statement Request
General Construction	\$1,501,285,000	
Site Work/Utilities	127,000,000	
Fixed Equipment	7,803,000	
In-House Construction	94,463,000	550,000
Construction Contingency	69,222,000	
TOTAL CONSTRUCTION COSTS	\$1,799,774,000	\$550,000
Non-Construction		
Project Planning	\$1,550,000	
Professional Consultant Fees	139,858,000	47,450,000
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	2,000,000
TOTAL NON-CONSTRUCTION COSTS	\$391,353,000	\$49,450,000
	\$2,191,127,000	
TOTAL PROJECT COST	\$2,191,000,000	\$50,000,000

At this time, UNMC is seeking approval to spend \$50 million of existing philanthropic funds for the project to finalize the validation phase and continue design and cost estimation work necessary to bring forward IDR #1 in December 2024.

RECOMMENDATION

The President recommends approval.

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

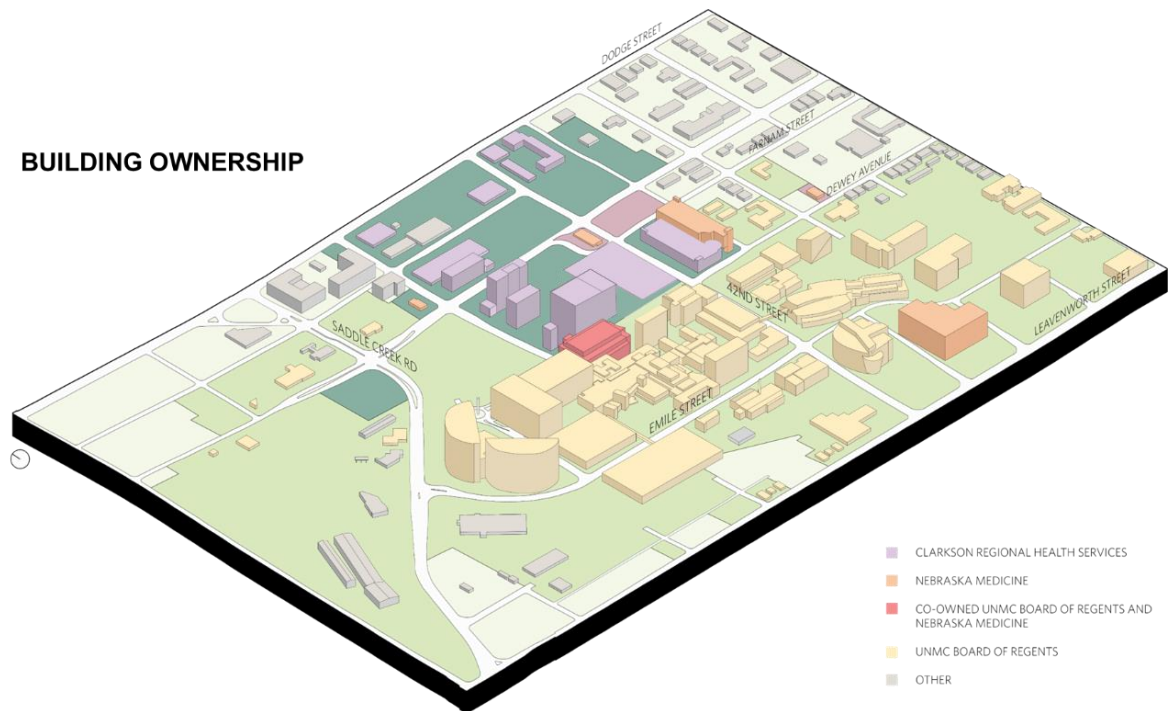
1. Introduction

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



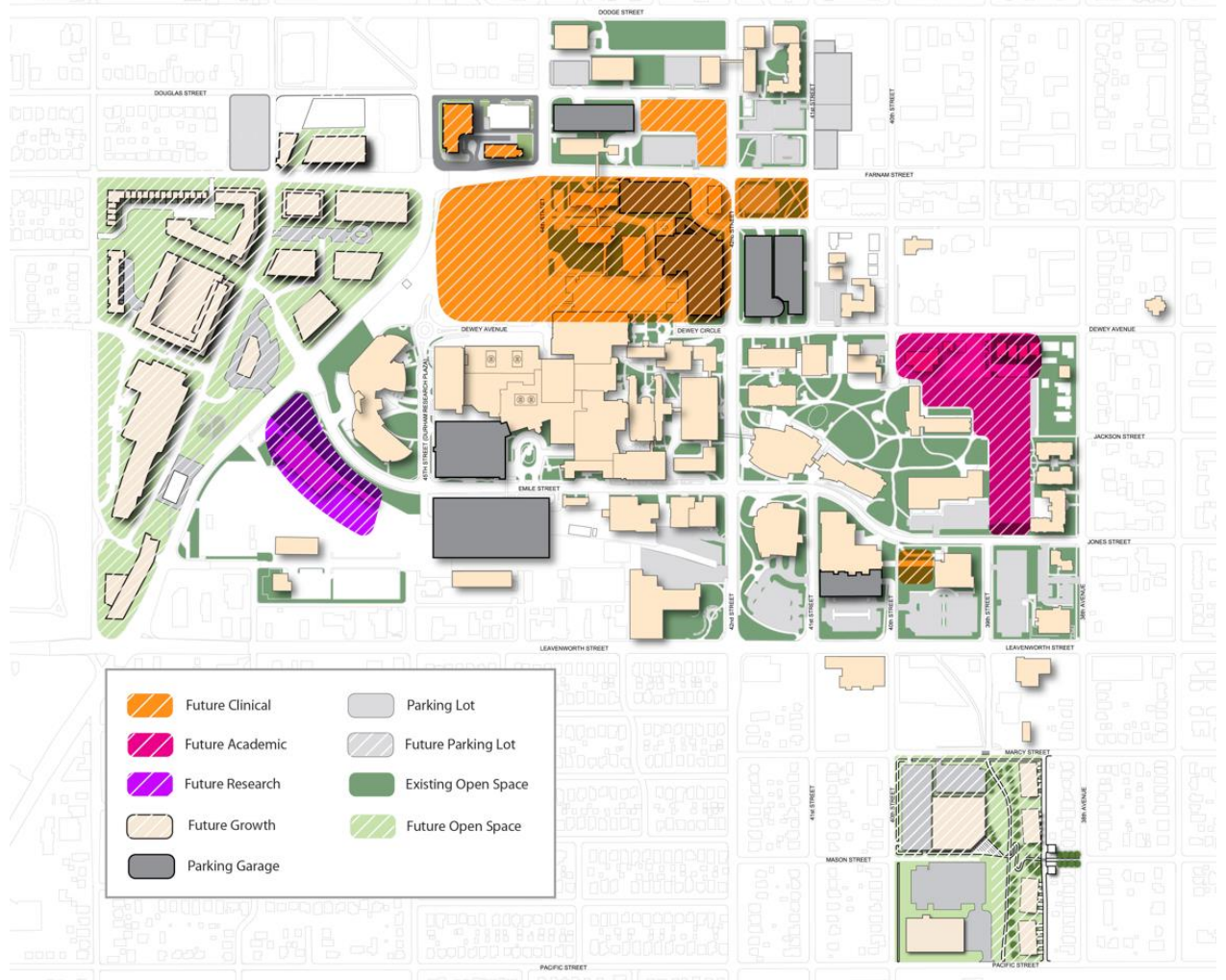
The last several UNMC | Nebraska Medicine combined Facilities Campus Master Plans have indicated aging infrastructure in Clarkson Tower, the primary acute care teaching hospital for the institution. Over the course of several years, Facilities Management & Planning has completed a significant study for 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:

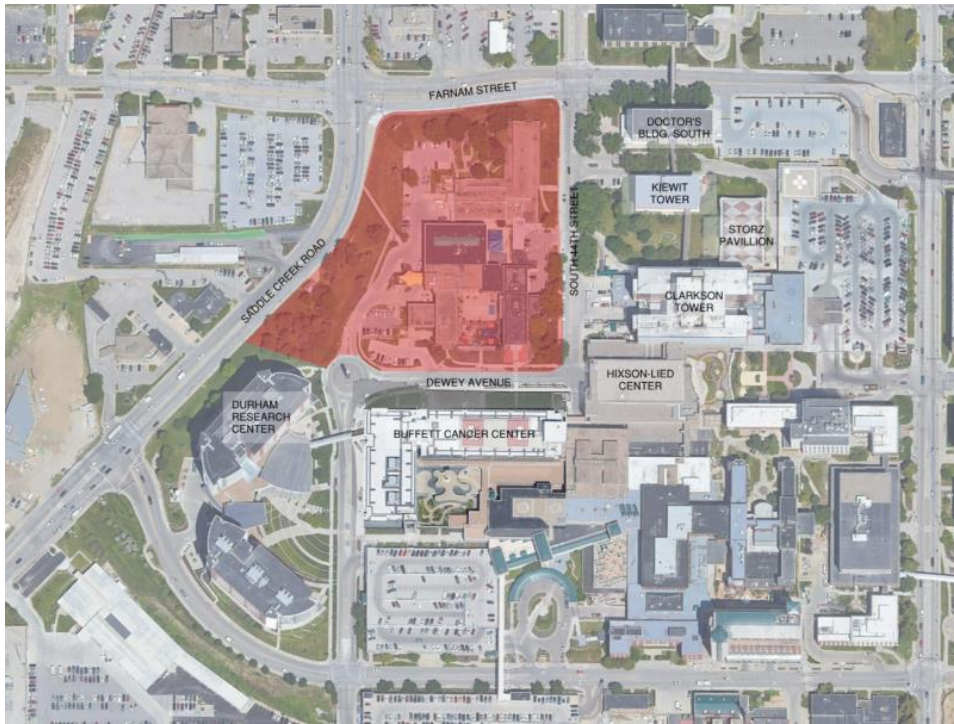
- 1) **Renovation and Renewal Option.** The study yielded a multi-year and even multi-decade options to take off-line floors of the building while renovation occurs. This approach would systematically replace mechanical and electrical systems and bring them to contemporary standards but would result 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 DGFSF	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		
General Project Area Summary		548,694	3,000	874,492	1,267,818	39,455	258,002
Target Parking Garage Stalls					400 stalls		30%
Target ED Parking Stalls					75 stalls		
Net SF to DGSF Efficiency		1.59					
DGSF to BGSF Efficiency		1.45					

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
Space Use Category Totals		
Total Existing Space		821,714

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

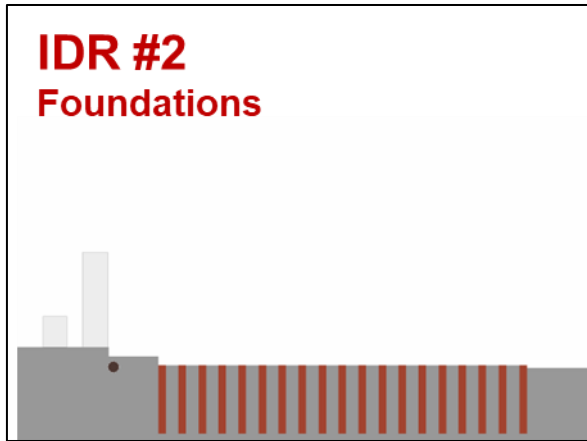
The State of Nebraska 1% for Art Program requirement is applicable.

J. Phasing

The project is being conceived as a multiple-phase project, providing off-ramps at each stage.



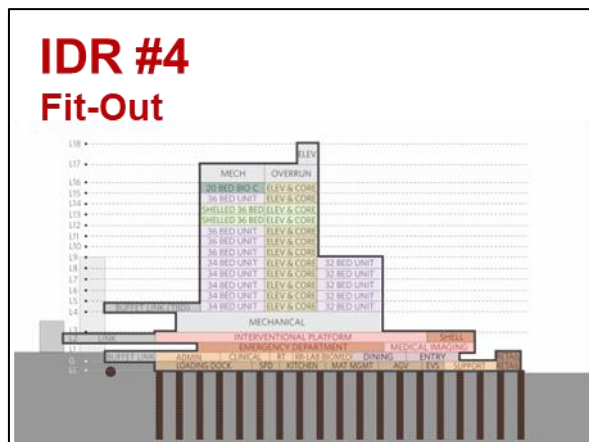
IDR 1: Site preparation work including grading, temporary support of excavation, and site access.



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

Construction	Project Total	Program Statement Request
General Construction	\$ 1,501,285,000	
Site Work/Utilities	127,000,000	
Fixed Equipment	7,803,000	
In-House Construction	94,463,000	550,000
Construction Contingency	69,222,000	
TOTAL CONSTRUCTION COSTS	\$ 1,799,774,000	\$ 550,000
Non-Construction		
Project Planning	\$ 1,550,000	
Professional Consultant Fees	139,858,000	47,450,000
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	2,000,000
TOTAL NON-CONSTRUCTION COSTS	\$ 391,353,000	\$ 49,450,000
TOTAL PROJECT COST	\$ 2,191,000,000	\$ 50,000,000

Consultants include design firm, general contractor, trade partners, legal counsel, executive architect, executive engineer, estimating services, etc.

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

NA

D. Fiscal impact based on annual assessment

NA

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.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve and authorize execution of the Midtown Medical Center Bikeway Connection Interlocal Cooperation Agreement between Board of Regents of the University of Nebraska and the City of Omaha.

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

The University of Nebraska Medical Center, on behalf of the Board of Regents of the University of Nebraska, and the City of Omaha have agreed to the Midtown Medical Center Bikeway Connection Interlocal Cooperation Agreement for the design and construction of a dedicated bikeway.

BACKGROUND INFORMATION

The Midtown Medical Center Bikeway Connection includes the construction of a dedicated bikeway along Emile Street and Jones Street, between Saddle Creek Road and 39th Street, and along 39th Street from Jones Street to Marcy Street and through the UNMC campus and will include the construction of pedestrian overpasses over Leavenworth Street and Saddle Creek Road.

The City of Omaha Public Works Department applied to the Department of Transportation, Federal Highway Administration Transportation Alternatives Program (TAP) Grant Committee for funding of the Midtown Medical Center Bikeway Connection. UNMC secured an additional grant through the office of Congressman Don Bacon's office. The total cost of the Bikeway Project is estimated to be \$15,125,000 which will be paid for by a combination of funding including the Federal - State TAP funds, Community Project Funding, and LPA Local Match funds paid by UNMC (\$3,125,000).

The City will administer the project with respect to planning, contracting for, acquiring, insuring, and all other aspects of the Bikeway Project. The Interlocal Cooperation Agreement further identifies on-going operations and maintenance responsibilities between the City and UNMC.

RECOMMENDATION

The President recommends approval.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into, as of the dates indicated below, by and between BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate of the State of Nebraska (“University”), by and on behalf of its administrative unit, the University of Nebraska Medical Center (“UNMC”), and the CITY OF OMAHA, NEBRASKA, a municipal corporation (“City”) (UNMC and City together, the “Parties”).

RECITALS

WHEREAS, UNMC is the academic and research health science medical component of the University, and redeveloping portions of its campus located in Omaha, Nebraska, including the design and construction of public transportation infrastructure; and,

WHEREAS, City is a municipal corporation with the authority to construct transportation networks, including public streets and right-of-way in and around the UNMC campus; and,

WHEREAS, the City Public Works Department (“Public Works”) applied to the Department of Transportation, Federal Highway Administration Transportation Alternatives Program (TAP) Grant Committee for funding of the Midtown Medical Center Bikeway Connection, a copy of the application is attached hereto as Exhibit A (“TAP Application”), and incorporated herein by this reference; and

WHEREAS, the Midtown Medical Center Bikeway Connection includes the construction of a dedicated bikeway along Emile Street and Jones Street, between Saddle Creek Road and 39th Street, and along 39th Street from Jones Street to Marcy Street and through the UNMC campus, and will include the construction of pedestrian overpasses over Leavenworth Street and Saddle Creek Road (“Bikeway Project”), as more specifically outlined in the TAP Application; and

WHEREAS, the Bikeway Project is included in the approved UNMC campus master plan and letters of support for the Bikeway Project were submitted by Public Works, UNMC, the Blackstone Neighborhood Association, the Dundee-Memorial Park Association, Mode Shift, and the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA); and

WHEREAS, the total cost of the Bikeway Project is estimated to be \$13,125,000 (“Bikeway Project Budget”), including 9,600,000 in Federal – State TAP funds, \$2,000,000 of additional federal community funding secured by Congressman Bacon, up to \$900,000 of construction costs to be paid with Federal – MAPA TAP funds (“TAP Grant”) (collectively the “Federal Funding”), and \$3,125,000 as a local match for the TAP Grant, which will be paid by UNMC (“LPA Local Match”); and

WHEREAS, the Parties wish to identify their respective actions, obligations, and responsibilities with regard to the funding, design, construction and ongoing maintenance of the Bikeway Project, all as further described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants set forth in this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree and covenant as follows:

Section 1. Interlocal Cooperation. Pursuant to the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, inclusive (Reissue 2007, as amended) (the “Act”), UNMC and the City enter into this Agreement for the purpose of enabling the Parties cooperation with regard to the design, bidding, funding, construction, and ongoing maintenance of the Bikeway Project. This Agreement shall not create any separate legal or administrative entity, nor any joint budget. There shall be no jointly held or owned property by the Parties under this Agreement.

Section 2. Duration and Termination. This Agreement shall be effective from the date it is fully executed by the Parties, and continue through the completion of the Bikeway Project, and shall terminate as provided for herein, except that the Parties ongoing maintenance and repair obligations shall survive until such time as the Bikeway Project no longer functions.

Section 3. Administrator. For purposes of constructing the Bikeway Project, the City is hereby designated as Administrator to act for and on behalf of the City and UNMC. The Administrator may enter into or amend one or more contracts and agreements in accordance with the provisions of this Agreement with respect to the planning, contracting for, acquiring, insuring, and all other aspects of the Bikeway Project.

Section 4. Performance by UNMC. UNMC shall perform, or cause to be performed, as appropriate, at no expense to the City other than as set forth herein, at its sole expense, the following tasks:

1. Fund and convey to the City the full amount of the LPA Local Match.
2. Allow access to and use of any University right-of-way that is reasonably necessary for the design and construction for the Bikeway Project, which right of way will be of a size and in a location approved by the University, such approval not to be unreasonably withheld, at no cost to the City or the Bikeway Project.
3. All snow removal for the Bikeway Project, to include bridges, in a manner consistent with snow removal on the UNMC Campus.
4. Perform all necessary and appropriate daily or routine maintenance and repair of the Bikeway Project, including installed or existing striping and signage, as well as concrete or road repair required for any portion of the Bikeway Project located on private or University right-of-way, but not for such maintenance and repair of public right of way, or long-term capital repair or replacement needs. Maintenance and repair of public right of way, and long-term capital repair and replacement of the Bikeway Project will be undertaken and funded exclusively by the City, as more particularly set forth below.
5. Perform all necessary maintenance and repair of all University-owned private streets adjacent to the Bikeway Project.

6. Request from the City the vacation of any portion of Jones Street necessary to complete the Bikeway Project.

Section 5. Performance by the City. The City perform, or cause to be performed, as appropriate, at no expense to the University or UNMC, other than as set forth herein, the following tasks:

1. Pursuant to the City's bidding and public procurement requirements, and subject to the receipt by the City of the LPA Local Match, secure the services of contractor(s) for the design, construction, and performance of the Bikeway Project, with a completion date as required or dictated due to the use of the Federal Funding, and as mutually agreed upon both the City and UNMC,
2. Include as part of the construction of the Bikeway Project, the installation of signage and striping.
3. Consider, through its City Council, and approve or deny, a proposed vacation of any portion of Jones Street, as may be requested by UNMC.
4. Perform all necessary capital repair or replacement activities with regard to the Bikeway Project located on public right-of-way, which specifically includes the bridges.
5. Allow access to the University/UNMC to perform its duties and obligations hereunder.

Section 6. Funding of the Bikeway Project. The City has secured the Federal Funding, including the Federal and State TAP funds, as expressly conditioned upon the LPA Local Match, and which should be sufficient to complete the Bikeway Project. The City estimates the Federal Funding, in addition to the LPA Local Match are sufficient to complete the Bikeway Project, but such costs may increase or decrease due to variations of actual projects costs. The University shall be responsible for securing funds or funding any expenses necessary to complete the Bikeway Project, in excess of the estimated Bikeway Project Budget, unless otherwise agreed to and approved, in writing, by the University and the City. The "cost" or "expense" of the Bikeway Project shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs. The City and the University agree to cooperate, and the City shall endeavor to manage the Bikeway Project as cost-effectively as possible. At the close of the Bikeway Project the Parties will reconcile the expenses and return any unused LPA Local Match and Federal Funding.

Section 7. Liability and Indemnification. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost or damage caused thereby during the performance of this Agreement; and to the extent allowed by law, each Party agrees to indemnify the other from liability to third persons resulting from its own negligent acts, errors or omissions.

Section 8. Conflict of Interest. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, and applicable State law and University policy, no elected official or any officer or employee of the either Party shall have a financial interest, direct or indirect, in this Agreement.

Section 9. Discrimination. Neither UNMC nor the City shall, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex (including sexual harassment), age, disability, color, ethnicity, national origin, pregnancy, sexual orientation, gender identity, religion, genetic information, veteran status, marital status, political beliefs or affiliations, or any other protected status, in violation of federal or state laws.

Section 10. Governing Law. This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

Section 11. Amendment. This Agreement may be amended in writing signed by the City and the University. Any amendment to this Agreement must first be approved by the governing body of each Party.

Section 12. Force Majeure. No Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond the Parties' control and without the fault or negligence of the Parties, including, but not restricted to, acts of God or the public enemy, fire, flood, epidemics, quarantine, strikes or other natural disasters. No Party shall be liable for any failure to perform resulting from any order of any court or state or federal agency.

Section 13. Work Status Verification. Each Party and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

Section 14. Miscellaneous. The instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendment, deletions, or additions shall be made to this Agreement except in writing. A waiver of any term or provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Executed this ____ day of _____, 2024.

CITY OF OMAHA, NEBRASKA,
a municipal corporation

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, a public
body corporate of the State of Nebraska and
governing body of the University of
Nebraska Medical Center

By: _____
Jean Stothert, Mayor
City of Omaha

By: _____
Jeffrey P. Gold, M.D., President

Date: _____

Date: _____

ATTEST:

Attest: _____
Stacia L. Palser, Interim Corporation
Secretary

City Clerk Date

APPROVED AS TO FORM:

Deputy City Attorney Date



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Infrastructure Project (Thermal Energy Storage) for UNMC Campus

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

Per policy 6.3.6.2c, infrastructure work with an estimated total project cost of five million dollars (\$5,000,000) or greater will be submitted through an agenda item. As a Campus Utility and Utility Distribution project, this project meets the definition of an Infrastructure Project per policy 6.3.6.2.c.

UNMC utilizes chilled water from the Central and East Utility Plants to cool the vast majority of campus building assets. Based on current campus utilization projections, campus capacity will need to increase to meet the demand and maintain N+1 redundancy requirements for the system.

Installing a Thermal Energy Storage (TES) system will not only increase chilled water capacity and allow for the reliability associated with storage of the chilled water, but it will also allow campus to charge the tank in the evening hours when campus electrical demand is lower, thus lowering peak energy consumption associated electrical utility expense.

In order to house the pumps required to operate the TES system, a pump house will need to be constructed. Due to projected campus utilization of chilled water, heating hot water and emergency power, the pump house would be sized to accommodate future growth of each of these utilities. Creating this space would also allow “plus one” capacity as there are is no longer room in the East or Central Utility plants to install (for example) a new chiller if an older needs to be replaced. Depending on the arrangement of the equipment and pumping needs, the project may install a chiller to charge the tank.

Upon receipt of funding through, the project would immediately begin procuring design and construction services utilizing the University’s Design-Build (DB) or Construction Manager at Risk (CMAR) process. This will be necessary to maintain schedule, utilize early equipment

procurement such that work could commence immediately upon the removal of the Administration Building.

Proposed budget range: \$55,000,000 - \$65,000,000 – Auxiliary Revenues and the Internal Lending Program

Proposed timeline:

- Initial Project Approval June 2024
- Vendor Selection Fall 2024
- Design & Budgeting Spring 2025
- Full Board Approval Fall 2025
- Commence Construction Spring 2025
- Complete Construction Fall 2028

Project timeline and budget will finalized as design/construction vendors are selected and material lead times are fully understood.

This item seeks approval of the project and authority to expend up to \$3.5M for preliminary design and budget validation.

BACKGROUND INFORMATION

In 2023, UNMC completed a study evaluate potential options for the location, arrangement, and assembly of the storage tank associated with TES, the size of pump house needed to accommodate future utility capacity growth and a timeline within which the project could be procured and completed. It also identified a location for the system – strategically aligning campus geography and available land. The location of the current Administration Building, scheduled for demolition in 2026 has been identified.

Upon completion of this sequence, the campus will have obtained:

- 1) Increased Campus Cooling Capacity
- 2) Increased the redundancy and reliability of the Chilled Water system on campus,
- 3) Reduced campus electrical consumption peak and associated costs,
- 4) Created space for future growth of campus Chilled Water, Heating Hot Water and Emergency Power utilities past the 20 year campus projections, and
- 5) Created “pivot space” for existing utility generation equipment such that the equipment could be replaced without temporarily reducing campus capacity or redundancy.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Ratify the Standard Form Construction Agreement between Owner and Contractor (Lump Sum) for construction services for the Saddle Creek Public Improvements project at the University of Nebraska Medical Center.

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

This is a report required by Regents' policy.

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

PURPOSE & KEY POINTS

UNMC requests the review and ratification for the Construction Agreement between Owner and Valley Corporation dated February 3, 2023.

Project Budget: \$20,000,000

Approved Contract Amount for Valley Corporation: \$7,813,268.87*

BACKGROUND INFORMATION

The Saddle Creek Public Improvements project is generally bounded by 48th Street to the West, Saddle Creek Road to the East, Farnam Street on the North, and Leavenworth Street to the South. The proposed SCC public infrastructure project (Project) involves improvements to roadways, utilities, and other supporting infrastructure work necessary for the development of the district.

The Construction Agreement between Owner and Valley Corporation was executed following approval for the project at the February 11, 2022, Board of Regents meeting and the original Interlocal Cooperation Agreement between the City of Omaha and University of Nebraska at the December 3, 2021, Board of Regents meeting.

The original Interlocal Cooperation Agreement established an \$18,000,000 funding contribution for the project. The Construction Agreement was executed for the Sections (or *Phases*) I, II, and V for a total of \$7,443,526.88. Although this contract was included in the Report on Bids and Contracts over \$1 Million April 2023 Board of Regents meeting, execution of this agreement occurred without prior approval by the Board of Regents as required to execute construction contracts in excess of \$5,000,000.

*Additionally, though not required for Board approval but for complete transparency, Change Orders (CO) #1-#3 have also been approved totaling \$369,741.99 to date. Amendment #1 to

the Interlocal Cooperation Agreement was approved at the April 19, 2024, Board of Regents meeting, which increased the City of Omaha funding contribution for the project to \$20,000,000. The additional funding enabled Section III for the project to proceed. Change Order (CO) #4 in the amount of \$5,895,356.41 was presented and approved at the June 20, 2024, Board of Regents meeting. CO #4 will be executed pending Board approval for the requested contract ratification.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve and authorize execution of an amendment to the License to Manage and Operate University Dining Services contract with Sodexo America, LLC (Sodexo) on the University of Nebraska at Omaha (UNO) campus.

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

This is a report required by Regents' policy.

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

PURPOSE & KEY POINTS

Approve amendment of the current license to manage and operate university dining services agreement with Sodexo. The current agreement is being amended to maintain the partnership with Sodexo for operating dining services and mutual financial sustainability. The effective date of the Amendment is September 1, 2024.

Highlights of the amendment are as follows:

- One (1) year term through August 31, 2025 (initial term), subject to the right of the University to extend this license agreement thereafter for two (2) additional one (1) year periods.
- UNO and Sodexo mutually agree on the final Branded Concepts to be implemented: Erbert and Gerbert's, Qdoba, Chick-fil-A (scheduled to open August 26, 2024), Starbucks, and Shake Smart.
- Any Surplus at the end of each year after UNO's operational costs are subtracted shall be distributed to UNO and Sodexo as follows: fifty percent (50%) to UNO and fifty percent (50%) to Sodexo.
- Any Deficit from the Dining Services shall be for UNO's account.

BACKGROUND INFORMATION

On December 2, 2022, the Board of Regents approved the execution of the License to Manage and Operate University Dining Services contract with Sodexo. The initial contract term was five (5) years, with two (2) additional two (2) year renewal options, for a total term of nine (9) years.

Highlights of the original contract that remain in effect are as follows:

- \$2,450,000 provided by Sodexo for renovations and program enhancements to the UNO campus dining facilities at zero (-0-) percent interest, fully amortized over nine (9) years.
- Capital Investment included the following concepts: MBSC Food Court Re-imagining with Erbert and Gerbert's, Qdoba, and Chick-fil-A, Starbucks (Criss Library), and Shake Smart (H&K).
- Significant improvement of the dining options and experience for UNO students, faculty, and staff.

RECOMMENDATION

The President recommends approval of the contract.

AMENDMENT

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,
on behalf of the University of Nebraska at Omaha

AND

SODEXO AMERICA, LLC

THIS AMENDMENT, dated August 8, 2024, is between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public corporate body and agency of government of the State of Nebraska for and on behalf of the University of Nebraska at Omaha (the "University" or "UNO"), and Sodexo America, LLC ("Contractor").

WITNESSETH:

WHEREAS, Client and Sodexo entered into a certain License to Manage and Operate University Dining Services, dated December 2, 2022, ("Agreement"), whereby Contractor manages and operates UNO's dining services operation located in Omaha, Nebraska;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Section 1.a of the Agreement is deleted in its entirety and the following are substituted therefor:

a. Term. This Agreement shall be effective upon execution by both Parties, with Contractor's operation of UNO's Dining Services commencing January 3, 2023, with full services commencing no later than January 23, 2023. Unless sooner terminated, the Agreement shall continue in full force and effect for a period beginning on the Effective Date and ending at midnight on August 31, 2025 (the "Initial Term"), subject to the right of the University to extend this license agreement thereafter for two (2) additional one (1) year periods (each a "Renewal Term"), upon written notice to Contractor provided not less than one hundred eighty (180) days prior to the expiration of the Initial Term or then current Renewal Term. Notwithstanding anything to the contrary herein, (i) the University may extend the Initial Term or any Renewal Term, either at its expiration or earlier termination, for a period of up to one hundred twenty (120) days to allow for the transition of services to a new operator (the "Transition Term") and (ii) University shall not be liable, upon expiration of this Agreement, for the payment of any termination fees charged by Branded Concepts or reimbursement of any Contractor Commitments set forth in Section 17.e., with the exception of any and all payments remaining on the Investment, which payments shall continue to be made in the amounts and on the payment schedules identified in Sections 17.e.i. For purposes of this Agreement, the Initial Term, any Renewal Term, and any Transition Term are referred to herein collectively as the "Term."

University and Contractor shall participate in a transition meeting in accordance with
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Exhibit “C,” attached, at least seven (7) days prior to commencement of services. If the transition meeting is not held by such time, the commencement of the services shall be postponed accordingly. Additionally, University and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

2. The definition of “Year 0” in Section 1.b of the Agreement is deleted in its entirety with the following substituted therefor:

““Year 0” shall mean the period beginning on the date Contractor commences Dining Operations (as defined in Section 1 hereof) and ending on June 30, 2023.

Each subsequent year shall be defined as follows:

<u>Year</u>	<u>Timeframe</u>
Year 1	July 1, 2023 through August 31, 2024
Year 2	September 1, 2024 through August 31, 2025
Year 3	September 1, 2025 through August 31, 2026
Year 4	September 1, 2026 through August 31, 2027

3. Section 4.b.v of the Agreement is deleted and the following is substituted therefor:

v. Contractor and UNO shall mutually agree upon the final Branded Concepts to be implemented, including reviewing and approving the renovation schedules and timelines. Contractor proposes to operate or cause to be operated the following Branded Concepts with the applicable fees to be paid by Contractor:

- Erbert and Gerbert’s, a deli concept
- Durango’s Grill, a burger concept
- The Maverick Den convenience store with Seattle’s Best coffee
- Catering Services: Square Tomato and Flavours menus
- Starbucks
- Chick-fil-A
- Qdoba
- Shake smart

4. Sections 14.a and 14.b of the Agreement are deleted and the following is substituted therefor:

a. Identification Card System. Contractor shall use a point-of-sale system at all locations that is compatible with UNO’s then-current identification card system. Contractor shall cooperate with UNO in the implementation of any new identification card system.

b. Intentionally Omitted.

5. Sections 17.a and 17.b of the Agreement are deleted and the following is substituted therefor:

a. Costs of Operation. Contractor shall collect and deposit Gross Sales from the Dining Services. Contractor shall be responsible for and pay all Operating Expenses of the Dining

Services. Any Deficit from the Dining Services shall be for UNO's account. Any Surplus at the end of each year shall be distributed to UNO and Contractor as follows: fifty percent (50%) to UNO and fifty percent (50%) to Contractor. For the purposes of Section 17(a), "Operating Expenses" shall be defined as (i) UNO's operational costs incurred in connection with Contractor's provision of the Dining Services, including, but not limited to, equipment purchases, repairs, maintenance, and deferred maintenance and (ii) all of Contractor's costs, Charges, and expenses incurred in connection with providing the Dining Services, including, but not limited to, the following:

- 1) The Invoiced Amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts;
- 2) Contractor's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;
- 3) Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Retail Dining Locations, other insurance related to the Dining Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Dining Services, third-party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, Smallwares, Expendable Equipment, minor equipment, repair and maintenance of Sodexo-supplied equipment, sales, use and other taxes related to the Dining Services (other than taxes collected and remitted by Sodexo to a taxing authority), training expenses (including travel) for employees assigned to the Dining Services, criminal background investigations and drug screenings for Sodexo's employees assigned to the Dining Services at the Retail Dining Locations, fees and expenses associated with the installation, implementation and ongoing operation of Branded Concepts operated by Contractor, including royalty payments payable to franchisors and licensors, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Gross Sales, commissions paid, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Dining Services;

i. Definitions. For the purposes of Sections 17(a), the following definitions shall apply:

“Accounting Period” shall mean a period of a calendar month, twelve (12) of which shall constitute an accounting year.

“Deficit shall mean the excess of the total of Operating Expenses over Gross Sales.

“Expendable Equipment” shall mean any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Dining Services.

“Gross Sales” shall mean all sales of food, beverages, goods, merchandise and services in the Dining Services, including sales taxes.

“Net Sales” shall mean Gross Sales excluding sales and other applicable taxes.

“Smallwares” shall mean dishware, glassware, flatware, utensils and similar items used in the Dining Services.

“Surplus” shall mean the excess of Gross Sales over the total of Operating Expenses.

- ii. *Billing. No later than fifteen (15) days after the end of each Accounting Period, Contractor shall submit to UNO an invoice for Operating Expenses in excess of Net Sales retained by Contractor for the applicable period. Payment, if any, shall be due within thirty (30) days after date of invoice. No later than forty-five (45) days after the end of each Accounting Period, Contractor shall pay to UNO UNO's share of Surplus, if any.*

All invoices provided by Contractor shall be itemized, or accompanied by an itemized report showing dates of service, quantities of meals or services billed, cost per each line item, and total cost billed. A monthly itemized statement shall be provided by Contractor to University at the sole discretion of University.

Each party shall pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

- iii. *Statements and Records. Contractor shall submit operating statements to UNO for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles. UNO, at UNO's expense, shall have the right to audit all operating statements.*

b. Intentionally Omitted."

6. The second and third paragraphs of Section 17.e.i of the Agreement are hereby deleted and the following is substituted therefor:

Contractor shall amortize the Investment on a straight-line basis over nine (9) years commencing with the date the Investment is placed in service. Investment will be reimbursed to Contractor by UNO in nine (9) equal payments not to exceed two hundred seventy-two thousand two hundred twenty-two dollars (\$272,222), which will be due and payable to Contractor on June 1 of each year beginning June 1, 2024, and continuing until June 1, 2032. Such amortization shall not be charged as an operating expense of the food service. UNO shall own the Investment, excluding proprietary equipment and signage utilized in the Branded Concepts.

If prior to the complete amortization of the Investment any of the following events occur:
(i) this Agreement is terminated in whole or in part by University or by Sodexo for Cause;
(ii) this Agreement is amended and such modification has a material adverse economic impact on Contractor; or
(iii) Contractor's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then UNO shall reimburse Contractor within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, any and all payments remaining on the Investment. UNO agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by Contractor. The August 8, 2024, amendment shall not be deemed to have a material adverse economic impact on Contractor. This provision shall survive the expiration of this Agreement.

7. Section 17.c.ii. of the Agreement is hereby deleted and the following is substituted therefor:

ii. UNO Child Care Center

All meals provided for UNO CCC will comply with Federal and State guidelines. These menus and all of their ingredients will be made available for Center staff and parents electronically and physically, as requested. UNO CCC will provide anticipated meal counts to Dining Services each morning for all applicable meal periods and will be charged in accordance with this reported number. These meals will be delivered to UNO CCC in a timely manner to ensure the Center staff is able to meet meal schedules. These meal schedules will be communicated to Dining Services by Center staff. These rates for the Effective Date – August 20, 2023 will be:

Meal	Price
Breakfast	\$1.45
Lunch	\$1.92
Afternoon Snack	\$0.72
Daily Rate	\$4.09

The costs associated with catering services for the UNO CCC may be increased by the lesser of three percent (3%) or the unadjusted percent change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all urban consumers, "all items,"

in the most recent 12 months for which data that is not subject to revision is available, effective at the beginning of each year of the Term.

8. Section 17.e.ii of the Agreement is hereby deleted and shall not be replaced.

9. Section 18 of the Agreement is hereby deleted and the following is substituted therefor:

Contractor shall have the exclusive rights to provide Dining Operations and Catering Services on the UNO campus, except as otherwise set forth herein, and specifically excluding the following UNO locations:

- a. Scott Conference Center
- b. Scott Residence Hall
- c. Scott Village
- d. Scott Court
- e. Scott Crossing
- f. Scott Café Express
- g. Maverick Landing
- h. Baxter Arena
- i. Maverick Park
- j. Thompson Alumni Center
- k. Stedman's Café
- l. Maverick Food Pantry
- m. Maverick Village
- n. University Village
- q. Al F. Caniglia Field

The Contractor shall share catering service rights with other on-campus dining services in the following UNO locations, as these buildings on the Scott Campus have retail dining cafés that are managed by other on-campus partners:

- a. Peter Kiewit Institute (partnering with Scott Residential Management)
- b. Mammel Hall (partnering with Stedman's Café)

10. The addresses in section 40 of the Agreement are amended to read as follows:

To University:

Associate Vice President & Director of University Services
University of Nebraska
Office of the President
Procure-to-Pay
1700 Y Street
Lincoln, NE 68588-0645

With copy to:

Attn: Vice Chancellor of Business & Finance
University of Nebraska at Omaha
209 Eppley Administration Bldg.
6001 Dodge Street
Omaha, NE 68182

To Contractor:

Sodexo America, LLC
Attn: Moses DeBord
COO, Campus North America, West
6121 Marble Mill Place
Frederick, Colorado 80516

and:

Sodexo America, LLC
Attn: Law Department
915 Meeting Street
North Bethesda, Maryland 20852”

11. This Amendment is effective September 1, 2024, and thereafter, unless amended. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication, and are hereby ratified and confirmed by the parties.

12. The Agreement, as amended, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, including Contractor’s notice of termination dated April 1, 2024.

13. No change, modification, or waiver of any term of the Agreement shall be valid unless it is in writing and signed by both parties.

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,
on behalf of the University of Nebraska at Omaha

By: _____
Jeffrey P. Gold, M.D., President
University of Nebraska System

Date: _____

Attest: _____
Stacia Palsler, Corporation Secretary

SODEXO AMERICA, LLC

By: _____
Dannie Crozier
Senior Vice President

Date: _____



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve and authorize execution of a standard form Construction Agreement with AVI-SPL for the UNK/UNMC Douglas A. Kristensen Rural Health Education Complex at University of Nebraska at Kearney

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

This is a report required by Regents' policy.

PRESENTERS: Charles Bicak, UNK Interim Chancellor
Dele Davies, UNMC Interim Chancellor

PURPOSE & KEY POINTS

The Rural Health Education Complex Program Statement and Intermediate Design revisions approved a technology budget of up to \$10 million. The AVI-SPL Contract will be within this budget as well as the scope and schedule approved with the Intermediate Design on August 17th, 2023.

AVI-SPL was identified as the AV integrator based on requirements to coordinate and collaborate with UNMC Operations across the state, including the Davis Global Center in Omaha.

In accordance with University Procurement Policies, AVI-SPL is being contracted based on Cooperative E&I Contract #: EI00049-2021MA.

Project Budget.	\$95,000,000
Technology Budget.	\$10,000,000
AVI-SPL Contract.	\$ 8,979,889.73

BACKGROUND INFORMATION

On August 11th, 2022, the Board of Regents approved the Program Statement for the UNK/UNMC Douglas A. Kristensen Rural Health Education Complex at University of Nebraska at Kearney.

On June 22nd, 2023, the Board of Regents approved execution of standard form Guaranteed Maximum Price contract amendments (over \$5 million).

On August 17th, 2023, the Board for Regents approved revisions to the project budget and received report from Business and Finance Committee regarding Intermediate Design Review.

Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents.

RECOMMENDATION

The President recommends approval.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Executive Committee

August 8, 2024

AGENDA ITEM: Amendments to Sections 1.3 and 1.4 of the Standing Rules of the Board of Regents

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

This is a report required by Regents' policy.

PRESENTERS: Paul Kenney, Chair, Intercollegiate Athletics Working Group

PURPOSE & KEY POINTS

After reviewing “charters” from athletic affairs committees of peer governing boards, the Board of Regents deems it appropriate to add a sixth standing committee dedicated to the issues surrounding intercollegiate athletics. Topics relating to athletic affairs don’t always fit cleanly within the subject areas of the Board’s current standing committees.

BACKGROUND INFORMATION

Standing Rule 1.3.1 provides that the Board of Regents may create such other committees and task forces, in addition to its standing committees, as it determines to be necessary.

RECOMMENDATION

This item is presented for information only and will be brought back to the Board for consideration at its next meeting.

**STANDING RULES
OF THE
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**

**SECTION 1
Structure of the Board**

- 1.1 **Membership.** The Board shall consist of the eight voting members elected from districts within the state and four non-voting student members, all as provided by the Constitution and the laws of the State of Nebraska and the *Bylaws of the Board of Regents*.
- 1.2 **Officers.** The officers of the Board shall be the Chairperson and the Vice Chairperson, whom the Board shall, at its annual meeting, select from among its voting members. A Vice Chairperson shall be elected at the annual meeting for a term of one year, and thereafter, succeed to the office of Chairperson for a term of one year. A nominee eligible for Vice Chairperson must have sufficient remaining term as Regent, such that he or she may fulfill the duties of Chairperson the following year. If there is more than one nominee for an office, than the elections shall be by secret ballot and the total number of votes for each nominee shall be announced and entered into the minutes. The duties of the Chairperson and Vice Chairperson shall be those set forth in Section 1.3 of the *Bylaws* and Section 4.3 of these Rules. In the event that the Chairperson and the Vice Chairperson are both absent or otherwise unable to discharge their duties, the board shall, by a majority vote of its members present and qualified to vote, select a presiding officer pro tempore.
- 1.3 **Committees.**
- 1.3.1 The Board shall have ~~six~~five standing committees: Executive; Academic Affairs; Audit, Risk, and Compliance; Business and Finance; ~~and Health Affairs;~~ and Athletic Affairs. The Board may from time to time create such other committees and task forces as it determines to be necessary.
- 1.3.2 The Executive Committee shall consist of the Chairperson, Vice Chairperson, the most recent past Chairperson, and an additional elected Regent, and one Student Regent both appointed by the Chairperson. The elected Regent appointed by the Board Chairperson may not be reappointed to a second consecutive term.
- 1.3.3 The Chairperson of the Board shall, after consulting with the other members of the Board, appoint the members of the Academic Affairs; Audit, Risk, and Compliance; Business and Finance; ~~and Health Affairs;~~ and Athletic Affairs committees and select one member of each committee to serve as its chairperson. Such appointments shall be made each year, after the Board's annual meeting and before its next scheduled meeting. All proposed committee agenda topics will be submitted by the committee chairs to the Executive Committee for approval.

1.3.4 In those instances where a committee or task force determines that Board action is called for, it may bring its specific recommendation to the Board. Committee and task force actions and recommendations shall be advisory only and shall have no binding force or effect unless the Board has expressly delegated to a committee or task force power to act on behalf of the Board upon a specific matter. Where a committee or task force takes action on behalf of the Board pursuant to a specific delegation of power, minutes of the committee or task force meeting or meetings relating thereto shall be prepared and distributed to the Board, the President, and other appropriate parties within two (2) working days of any such meeting, and the proceedings of the committee or task force shall be in compliance with the provisions of the Nebraska Open Meetings Law (Neb. Rev. Stat. §§ 84-1408 to 84-1414).

1.4 **Staff.** The Corporation Secretary shall serve as staff to the Board and the Executive Committee. The Executive Vice President and Provost shall serve as staff to the Academic Affairs Committee; the Vice President for Business and Finance shall serve as staff to the Business and Finance Committee; the President shall designate an individual charged with oversight of the University's internal audit function to serve as staff to the Audit, Risk, and Compliance Committee; and the President shall designate ~~an~~ individuals to serve as staff to the Health Affairs Committee and the Athletic Affairs Committee.

SECTION 2 Meetings of the Board

- 2.1 **Annual Meeting.** The Board shall hold its annual meeting as required by Section 1.4 of its *Bylaws*.
- 2.2 **Additional Meetings.** The Board may hold such additional meetings during the year as it deems necessary, either as scheduled meetings or as emergency meetings called at the request of the Chairperson or by any two voting members of the Board.
- 2.3 **Location of Meetings.** The Board shall normally meet in the Board Room, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. The Board may, however, meet at other locations as desired.
- 2.4 **Notice for Annual and Scheduled Meetings.** Public notice of each annual meeting and any scheduled meeting shall be given at least five (5) days prior to the meeting; provided, that public notice of any item scheduled for public hearing before the Board shall be given at least ten (10) days prior to the date of the hearing. The Corporation Secretary shall maintain a list of news media which have requested advance notification of Board meetings and shall provide advance notification to them of the time and place of each annual and scheduled meeting and the agenda for any such meeting.
- 2.5 **Notice of Emergency Meetings.** When it is necessary to hold an emergency meeting without the advance public notice provided in Section 2.4 of these Rules, the Corporation Secretary shall make a reasonable effort to contact those members of the news media who

have requested notification of Board meetings and advise them of the agenda for the emergency meeting.

- 2.6 **Virtual Meetings.** In the absence of an emergency declared by the Governor, meetings of the Board ordinarily will be conducted in person. Upon written application to and approval by the Chairperson, individual Board members may attend by virtual conferencing. Applications for virtual attendance should be for good cause, such as sickness, military orders, required business travel, or other essential reasons and shall be submitted to the Chairperson at least ten (10) days prior to the date of the meeting at which virtual attendance is requested. Unless pursuant to an emergency declared by the Governor, no more than one-half of the meetings of the Board during any calendar year will be conducted with one or more voting members of the Board in virtual attendance.
- 2.7 **Scheduling and General Conduct of Meetings.** All meetings of the Board shall be scheduled and conducted in ways which are consistent with the *Bylaws*, these Rules, and the Nebraska Open Meetings Law (Neb. Rev. Stat. §§ 84-1408 to 84-1414).

SECTION 3 Agenda for Board Meetings

- 3.1 **Responsibility.** The President shall establish an agenda for each annual and scheduled meeting of the Board.
- 3.2 **Format and Timelines.** The President shall prescribe the format for agenda items and the schedule for submission of items to the Corporation Secretary for printing.
- 3.3 **Printing, Distribution, and Public Inspection.** The agenda shall be compiled by the Corporation Secretary. Full copies of the agenda, in either hard copy or election format, shall be provided to each member of the Board, the President, the Chancellors, the Vice Presidents, and the President of each faculty senate. A copy of the agenda, which shall be kept continually current, shall be available for public inspection in the office of the Corporation Secretary during normal business hours.
- 3.4 **Authority to Place Items on the Agenda.** Only a member of the Board or the President shall have the authority to place items on the agenda of any meeting of the Board. Items shall be placed on the agenda by notifying the Corporation Secretary at least twenty-four (24) hours prior to the beginning of a meeting. Any item received after that deadline may be considered only if approved as an emergency item as provided in Section 4.7 of these Rules.

SECTION 4 Conduct of Board Meetings

- 4.1 **Quorum Required.** A quorum shall be required for each meeting of the Board and for the transaction of any business. A majority of all members of the Board qualified to serve and vote at the time shall constitute a quorum.

- 4.2 **Order of Business.** The order of business at a meeting shall normally be: roll call, approval of minutes and ratification of actions taken at the previous meeting, KUDOS, resolutions, public hearings, public comment, university consent agenda, university administrative agenda, additional business, and adjournment.
- 4.3 **Role of the Chairperson.** The Chairperson, or the Vice Chairperson in the absence of the Chairperson, shall preside over each meeting. The Chairperson shall decide all procedural and parliamentary questions which arise. In the absence of a controlling Standing Rule or Regental Bylaw or Policy, Robert’s Rules of Order shall be utilized as a procedural authority. A ruling of the Chairperson may be appealed and overturned by majority vote of the quorum present.
- 4.4 **Approval of Items, Conflict of Interest, and Voting.**
- 4.4.1 Any item before the Board may be approved by an affirmative vote from a majority of the quorum present; provided, however, any motion or resolution relating to the budget, revenue bonds, or the *Bylaws* shall require an affirmative vote from a majority of all members of the Board qualified to serve and vote at the time the vote is taken (see Section 1.4.2 of the *Bylaws*).
- 4.4.2 Votes shall be taken by roll call and in rotating alphabetical order.
- 4.4.3 If a member of the Board has a conflict of interest¹ with regard to any matter that is before the Board for discussion, deliberation, or action, he or she shall report such conflict of interest to the Chairperson prior to any discussion or deliberation by the Board on the matter. The Chairperson shall determine whether there is a conflict of interest. If the Chairperson rules that there is a conflict of interest, the members shall abstain from all discussion, deliberation, voting, or other action on the matter.
- 4.5 **Motions.**
- 4.5.1 Any member of the Board may make or second a motion or resolution. The following motions shall not be debatable or amendable:
- (a) Motion to adjourn.
 - (b) Motion to vote immediately (call the question).
 - (c) Motion to postpone temporarily (lay on the table).
 - (d) Motion to postpone definitely.
 - (e) Motion to postpone indefinitely.

¹ Under the Nebraska Political Accountability and Disclosure Act, a conflict of interest exists when, in the discharge of duties, a member of the Board of Regents would be required to take any action or make any decision that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public. (See Neb. Rev. Stat. § 49-1499).

All other motions may be discussed or debated if they obtain a second.

- 4.5.2 Adoption of the following motions shall require an affirmative vote of at least five (5) Regents qualified to serve and vote at the time the vote is taken:
- (a) Motion to vote immediately (call the question).
 - (b) Motion to limit debate.
 - (c) Motion to suspend the Standing Rules of the Board.
- 4.6 **Reconsideration.** Any item acted upon by the Board may be reconsidered upon a motion to reconsider. Any member of the Board who voted on the prevailing side of the motion may make a motion to reconsider; provided, however, a motion to reconsider shall be in order only during the meeting at which the original vote was taken on the specific item which is the subject of the motion to reconsider or at the next scheduled meeting of the Board.
- 4.7 **Emergency Item.** Items not appearing on the agenda may be taken up on an emergency basis. Any member of the Board requesting emergency consideration of an item shall make a motion to that effect which specifies the subject to be considered. If seconded and approved by a majority vote of the quorum present, the emergency item may then be moved, seconded, discussed, and disposed of in the same manner as any other matter which comes before the Board for action.
- 4.8 **Closed Sessions.** The Board may hold closed session in accordance with the provisions of the Nebraska Open Meetings Law (Neb. Rev. Stat. §§ 84-1408 to 84-1414).

SECTION 5 Appearance Before the Board

- 5.1 **Right of Public to Appear.** In accordance with provisions of Neb. Rev. Stat. § 84-1412, the public shall have the right to attend meetings of the Board and to speak on matters related to Board and university business.
- 5.1.1 Any person may appear before and address the Board concerning any item on the agenda for that meeting without notice. Individual appearances before the Board will be limited to three (3) minutes.
 - 5.1.2 Any person may appear before and address the Board on any matter concerning the Board or the university not on the agenda by notifying the Corporation Secretary at least twenty-four (24) hours in advance of the meeting at which the person desires to address the Board; provided, however, the Board will not hear or consider those matters listed in Section 5.2 of these Rules. Individual appearances before the Board will be limited to three (3) minutes.
 - 5.1.3 Any person who desires to present written testimony must deliver the following information to the Corporation Secretary by email, mail, or hand delivery no later

than twenty-four (24) hours in advance of a Board meeting: (a) the name of the person submitting testimony; (b) the address of the person submitting testimony; and (c) the written testimony. The name of the person submitting testimony and the topic will be included in the minutes. Written testimony will not be read in absentia.

5.1.3.1 Mailing Address or Hand-Delivery Address:
University of Nebraska System
Attn: Board of Regents
3835 Holdrege Street
Lincoln, NE 68583-0745

5.1.3.2 Email Address:
corpsec@nebraska.edu

5.1.4 The Chairperson shall have the right to prohibit multiple appearances by persons presenting needlessly repetitious or redundant testimony.

5.2 **Matters the Board Will Not Hear.**

5.2.1 The Board will not hear appeals from decisions made by duly authorized members of the faculty or administration, or duly authorized boards, committees, or panels within the university concerning student academic or disciplinary matters or personnel matters, unless there is an appeal procedure which expressly specifies that the decision may be appealed to the Board, and all previous steps within the appeal process have been completed.

5.2.2 The Board by vote of a majority of the quorum present reserves the right not to hear matters which are the subject of judicial or administrative proceedings to which the Board, any of its members, or any members of the university faculty or staff is a party.

SECTION 6 **Records of the Board**

6.1 **Minutes.** The minutes of the Board shall reflect only official actions of the Board with the exception that, when necessary, the Corporation Secretary has the authority to reflect the intention of the Board as a whole or a policy statement by the President. The Corporation Secretary shall, within ten (10) working days after each meeting, prepare the minutes of the meeting and post them on the university website. The Minutes of each meeting shall be presented for approval at the next scheduled meeting of the Board. The official Minutes of the Board shall be kept in the office of the Corporation Secretary and be available for public inspection upon request during normal business hours. Copies of the Minutes may be obtained upon payment of a fee established by the Corporation Secretary.

- 6.2 **Documents File.** The Corporation Secretary shall maintain a Documents File, in either hardcopy or electronic format, for each meeting which shall include a copy of the agenda for and any supplementary materials relating to the meeting.

SECTION 7

Waiver of and Amendments to Standing Rules of the Board

- 7.1 **Waiver.** The Board may, by motion adopted by an affirmative vote of at least five (5) Regents qualified to serve and vote at the time the vote is taken, waive all or part of these Standing Rules of the Board for any or all of any given Board meeting.
- 7.2 **Amendments.** These Standing Rules of the Board may be amended at any time in the same manner as provided in Section 1.11 of the *Bylaws* relating to amendments to the *Bylaws*.

SECTION 8

Reference Guide for Board Meetings

Robert's Rules of Order, Newly Revised, shall be used to govern the conduct of Board meetings in the absence of a controlling Standing Rule, Regental Bylaw, or Policy.

SECTION 9

Expenses

Article VII, Section 10, of the Nebraska Constitution and Neb. Rev. Stat. § 85-104 provide that members of the Board of Regents shall receive no compensation, but may be reimbursed actual expenses incurred in the discharge of official duties. Expenses, including travel, food, and lodging, incurred in the performance of official duties shall be reimbursed in accordance with Neb. Rev. Stat. §§ 81-1174 to 81-1177 and University of Nebraska policy; provided, under no circumstances shall expenses incurred in connection with any campaign by a Board member for re-election to the Board be considered as expenses incurred in the performance of official duties.

SECTION 10

Board Member Requests for Reports

Requests by individual Board members for the preparation of any oral or written report or for the compilation of any information (not already compiled) shall be made through and with the approval of the Chairperson or the Board or the President of the University.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Contract between Nebraska Athletics and Anthony Travel, LLC.

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

This is a report required by Regents' policy.

PRESENTERS: Troy Dannen, Athletics Director

PURPOSE & KEY POINTS

Report of Nebraska Athletics Contracts pursuant to RP-6.3.1(4)(d) (Any contract of any nature, not otherwise described in RP-6.3.1(4) exceeding \$1,000,000)

Completion of Anthony Travel, LLC. first amendment which is set to expire on June 30, 2026. Anthony Travel, LLC. is used throughout the entire Athletic Department daily as on-site travel agents to provide student-athletes and staff with feasible travel options, itineraries, and bookings. This amendment will add a third travel agent to the existing staff of two and the cumulative spend over the life of the agreement will be \$1,722,195.00.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Naming of features within the new feedlot center located at the Eastern Nebraska Research, Extension and Education Center near Mead, NE, at UNL, the “JBS Cattle Barn 1”, “JBS Cattle Barn 2”, and “Greater Omaha Packing Cattle Handling Facility”.

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

This is a report required by Regents’ Policy.

PRESENTER: Michael Zeleny, UNL Vice Chancellor for Business and Finance

PURPOSE & KEY POINTS

JBS USA, a leading producer of beef in the United States, and Greater Omaha Packing Company contributed funds to the animal feeding research facilities, and cattle handling facility and learning center respectively within the new feedlot center located at the Eastern Nebraska Research, Extension and Education Center. The term of these naming items, pursuant to Board of Regents policy 6.2.7.(6)(b), is for up to 25 years.

BACKGROUND INFORMATION

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.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Intermediate Design Report for the Residence Hall building at the University of Nebraska Medical Center.

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

The UNMC Residence Hall Project Intermediate Design Report has been reviewed by the Business and Finance Committee.

The project remains within the Program Statement budget allocation of \$65,942,190 and on schedule.

BACKGROUND INFORMATION

On April 26, 2024, the Board of Regents approved the Program Statement and utilization of the Internal Lending Program to fund the UNMC Residence Hall project at the University of Nebraska Medical Center.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Approve Budget Category Reallocation for the Durham Science Center at the University of Nebraska at Omaha

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

This is a report required by Regents' policy.

PRESENTERS: Chris Kabourek, Senior Vice President | CFO
Doug Carlson, AVP & Director of University Services

PURPOSE AND KEY POINTS

RP-6.3.6(3a) allows for significant changes within a project (such as a budget reallocation between the construction and non-construction categories exceeding \$250,000) with the written approval of the President of the University. Further, any such presidential-approved changes shall be reported to the Board of Regents in writing at the next regular meeting. The University FP&CP staff request approval to move project funding from Non-Construction to Construction. This move reduces non-construction budgets to a sufficient level and provides for construction needs. This change contains no reduction in teaching or research capacity, no change in space/use, no reduction in essential program items, intents, or purposes.

This move is being made to cover the costs of IT infrastructure and classroom audio-visual work that was left out of the Design-Build contract scope

BACKGROUND INFORMATION

- December 4, 2018 – The Board of Regents approved an agenda item for Deferred Maintenance work at the Durham Science Center at UNO
- October 25, 2019 – The Board of Regents approved the Program Statement for the Durham Science Center Renovation at UNO
- October 8, 2021 – The Board of Regents approved a Revised Program Statement for the Durham Science Center Renovation at UNO
- February 11, 2022 – The Board of Regents approved the GMP contract amendment
- August 7, 2023 – The President approved a Budget Category Reallocation for Durham Science Center Renovation at UNO



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: A Beverage Rights Licensing Agreement between Chesterman Coca Cola and The Coca-Cola Company and the University of Nebraska at Omaha (UNO).

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

This is a report required by Regents' policy.

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

PURPOSE & KEY POINTS

UNO has entered into a Beverage Rights Licensing Agreement between Chesterman Coca Cola and The Coca-Cola Company granting the exclusive license to pouring rights on the UNO campus for period of ten (10) years.

As a result of a formal RFP process, UNO granted to Chesterman Coca Cola and The Coca-Cola Company the exclusive right to serve beverages provided by the Chesterman Coca Cola and The Coca-Cola Company at both UNO campuses, effective August 1, 2024. As part of the agreement, Chesterman Coca Cola and The Coca-Cola Company will own all vending, fountain, and retail cooler equipment, and remain responsible for all associated equipment service and maintenance.

Contract Highlights:

- The estimated total value of the agreement directly to UNO is over \$5.8 million over a 10-year period.
- Of the financial support valued over \$5.8 million, \$3.575 million is considered a Cash Rights Fee over the 10-year period.
- UNO's Maverick (Women's) Walk will receive \$550,000 in support over a 10-year period.
 - \$200,000 in cash and \$350,000 in marketing assets for the event.
- UNO's Athletics camps will receive \$50,000 over a 10-year period.
- UNO will receive a one-time \$50,000 signing bonus.
- UNO will receive in kind Coca Cola products valued at \$380,000 over a 10-year period.
- UNO Athletics will receive sideline product of \$60,000 over a 10-year period.
- UNO will receive an estimated Vending Commission of almost \$1.2 million over a 10-year period.

Pursuant to BP-6.3.1, paragraph 6.b., the attached report from Chair Schafer sets forth the nature of the emergency and the contractual arrangements approved.

BACKGROUND INFORMATION

July 28, 2001 – The Board of Regents approved an exclusive license to pouring rights agreement with The Pepsi Bottling Group for a 10-year period.

March 11, 2011 – The Board of Regents approved an exclusive license to pouring rights agreement with The Pepsi Bottling Group for a 10-year period.



July 25, 2024

Board of Regents
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0742

Re: Emergency approval of Beverage Pouring Rights agreement

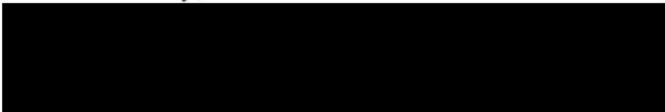
Dear fellow members of the Board of Regents:

In accordance with Board of Regents Policy 6.3.2, paragraph 2.c., I'm writing to furnish a report regarding my consent on behalf of the Board of Regents of the University of Nebraska for the University of Nebraska at Omaha (UNO) to enter into a contractual arrangement with Chesterman Coca Cola and The Coca-Cola Company (Coke) that exceeds five (5) million dollars in financial compensation to UNO over the course of the ten (10) year agreement.

As the result of a competitive RFP, UNO received two bids – one from the current vendor, Pepsi, and the other from Coke. After a thorough review of the bids, Coke was awarded the contract. The selection of Coke will result in a change from UNO's current provider, Pepsi. UNO's current agreement with Pepsi expires July 31, 2024. The first UNO athletic contest of the 2024-25 academic year is August 10th and drink products, as well as marketing assets will need to be replaced and updated. Further, vending machines and associated products need to be replaced prior to the start of the fall semester on August 26, 2024, with UNO dining, retail, and vending machine locations.

In compliance with Regents policy regarding emergency circumstances such as this, I consulted with all members of the Executive Committee of our Board. Additionally, all other members of the Board were informed of this situation. Following my consultation with the Executive Committee members, as well as consultation with President Gold, and legal counsel, on behalf of the Board of Regents I executed the attached agreement on behalf of the Board of Regents.

Sincerely,


Regent Robert Schafer

University of Nebraska at Omaha Beverage Rights Licensing Agreement

This University of Nebraska at Omaha Beverage Rights Licensing Agreement (the "Agreement") is effective as of August 1, 2024, (the "Effective Date") between Chesterman Co. ("Licensee") and the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska on behalf of the University of Nebraska at Omaha ("UNO").

RECITALS

- A. UNO issued RFP# 3990-24-5020 (the "RFP") for beverage rights licensing on June 14, 2024.
- B. The Licensee responded to the RFP with a proposal dated July 5, 2024. (the "Proposal").
- C. UNO desires to accept the Proposal subject to the terms of this Agreement.
- D. The Licensee is willing to modify the RFP and Proposal as set forth in this Agreement.

AGREEMENT

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

1. **Definitions.** All capitalized terms in this Agreement, not otherwise defined, shall have the following meanings:

a. **"Academic Term"** means a division of an Academic Year (e.g., a semester or summer session) during which UNO holds classes.

b. **"Academic Year"** begins with the start of the Fall Academic Term and ends upon completion of the last summer session the following summer.

c. **"Always Stocked"** means at least one item of each selection available at all times.

d. **"Ancillary Beverage"** means a Beverage served in certain retail operations defined in section 3.b.xiii.

e. **"Approved Beverages"** means the Approved Vending Beverages and the Designated Non-Vending Beverages marketed under trademarks or brand names owned or controlled or licensed for use to the Licensee.

f. **"Approved Vending Beverage"** means a Beverage the Licensee will provide and dispense in an Approved Vending Machine pursuant to section 2. Approved Vending Beverages may include Beverages provided by Licensee through a Supplier (e.g. Izze or Naked Juice). The Approved Vending Beverages as of the Effective Date are listed in Exhibit A (Approved Vending Beverages), attached hereto and incorporated herein by this reference. Condiments, if any, shall be packaged as part of and are included in the definition of Approved Vending Beverage. No separate condiment stands are provided for or permitted under this Agreement.

g. **"Approved Vending Location"** means a location on the UNO Campus that UNO has approved for installation and operation of an Approved Vending Machine.

h. **"Approved Vending Machine"** or **"Machine"** means a beverage vending machine which (i) is supplied by the Licensee, (ii) has been approved by UNO for installation and operation in an Approved Vending Location, and (iii) meets the minimum specifications set forth in section 1.b.

i. **“Approved Vending Prices”** means the vending prices of Approved Vending Beverages as described in section 1.d.viii.

j. **“Athletics”** means the intercollegiate athletics program associated with the campus known as the University of Nebraska at Omaha.

k. **“Beverages”** means all non-alcoholic beverages (including carbonated and non-carbonated and isotonic beverages), including the bases from which such non-alcoholic beverages may be prepared except: (i) tap water and water contained in water-cooler sized bottles; (ii) hot drinks, including by way of example, but not limitation the following beverages that are (A) intended to be served hot and (B) not dispensed in bottles or cans: coffee, tea, hot chocolate, cider, mocha, cappuccino, espresso, and chais; (iii) non-alcoholic beer and wine beverages; (iv) fresh squeezed fruit (including lemonade) or vegetable juice; (v) fruit (including lemonade) or vegetable juice derived from frozen concentrate; (vi) fresh milk, either soy or dairy; (vii) milk or soy-based dietary supplement drinks (e.g., Slim Fast); (viii) fresh brewed cold tea and coffee; and (ix) fresh fruit, fresh vegetable, or fresh protein shakes or smoothies.

l. **“Commission”** means a percentage of the actual cash (i.e., cash in bag or “CIB”) collected by Licensee from the Approved Vending Machines placed at the Approved Vending Locations; provided however, that documented or reasonable estimates of coin and currency lost to theft shall be included in CIB for the purposes of Commission calculations. Commissions shall be calculated by multiplying the applicable Commission Rate (see section **Error! Reference source not found.**) by the corresponding CIB collected for that Approved Beverage, less applicable taxes, deposits, and recycling fees, if any. The parties acknowledge and agree that this percentage is not based on the provision of any services to be provided by UNO. Commissions earned by UNO under this Agreement are compensation for allowing Licensee access to UNO and its community and are not compensation for any services rendered.

m. **“Competitive Beverages”** means all Beverages other than Approved Beverages marketed under Beverage trademarks that are not Licensee’s Beverage trademarks.

n. **“Designated Non-Vending Beverages”** means the Approved Beverages Licensee shall make available for sale or dispensing on the UNO Campus. Designated Non-Vending Beverages may include Beverages provided by Licensee through a Supplier.

o. **“Fountain Equipment”** means all fountain equipment, including juice dispensers, and ice dispensing equipment reasonably necessary to enable UNO and third parties to dispense high-quality Designated Non-Vending Beverages.

p. **“Initial Term”** means the period of time commencing on the Effective Date and ending on June 30, 2029, unless earlier terminated in accordance with the provisions of this Agreement or otherwise in accordance with law.

q. **“MavCARD”** means the declining balance program-administered by UNO and offered to any eligible student, employee, or affiliate holding a valid UNO ID Card. The MavCARD program is not affiliated with any financial institution, but interfaces with the CBORD UGryd off campus advantage program.

r. **“MavCARD Account”** means a stored value account administered by UNO that is opened at the option of any eligible student or employee holding a valid UNO ID Card. The MavCARD Account may be used for purchases at locations participating in the MavCARD program.

s. **“Maverick”** refers to the school mascot named Durango, which is associated with the University of Nebraska at Omaha.

t. **“Period Vending Commission”** means Commissions paid periodically (every four or five weeks) as described in section **Error! Reference source not found.**

u. **"NCAA"** means the National Collegiate Athletic Association or a successor organization with jurisdiction over Athletics.

v. **"NCHC"** means the National Collegiate Hockey Conference or a successor athletic conference to which Athletics men's hockey program is subject.

w. **"Non-Vending Beverage Cost to UNO"** means the prices at which UNO will purchase Designated Non-Vending Beverages pursuant to section 3.b. The Non-Vending Beverage Cost to UNO, as of the Effective Date, is listed in Exhibit C (Non-Vending Beverage Cost to UNO), attached hereto and incorporated herein by this reference.

x. **"Renewal Term"** means the period of time commencing on July 1, 2029, and ending on June 30, 2034, unless earlier terminated in accordance with the provisions of this Agreement or otherwise in accordance with law. The Renewal Term shall automatically commence on July 1, 2029, unless University provides Licensee one-hundred eighty (180) days' prior written notice of University's intent not to renew the Agreement.

y. **"Sports Drink"** means a Beverage which (i) is labeled or marketed as a "sports drink," (ii) is intended to be consumed for fluid replacement, and (iii) contains electrolytes such as sodium, potassium and/or magnesium. Sports Drinks shall not include any Beverage (A) flavored with or marketed as a "cola," (B) labeled or marketed as a "water" (e.g., "sports water" or "fitness water"), or (C) labeled or marketed as an "energy drink."

z. **"Summit League"** means The Summit League or a successor athletic conference to which Athletics is subject.

aa. **"Supplier"** means an entity other than Licensee that produces or supplies an Approved Vending Beverage or a Designated Non-Vending Beverage to UNO on behalf of Licensee.

bb. **"Team"** means any men's or women's Athletics competition teams.

cc. **"Term"** means the Initial Term together with any Renewal Term.

dd. **"UNO Campus"** means the buildings, facilities, grounds, and real property owned entirely by UNO and associated with the campus known as the University of Nebraska at Omaha. "UNO Campus" does not include any site UNO does not own in its entirety, but may occupy, over which UNO has no authority or limited authority to grant the rights granted to Licensee in this Agreement, e.g., rented office spaces and leased properties.

ee. **"UNO ID Card"** is the official identification card issued to eligible UNO students, employees, and contractors.

ff. **"UNO's Beverage Program"** means the totality of the rights, obligations, and mode of vending and serving Beverages on the UNO Campus, as described in the RFP, the Proposal, and this Agreement.

gg. **"UNO Marks"** shall mean only those trademarks, trade names, service marks and trade dress owned by UNO and associated with the campus known as the University of Nebraska at Omaha, which may be updated by UNO from time to time by written notice to the Licensee.

hh. **"Year"** means the period commencing July 1 of a calendar year during the Term and ending June 30 of the next calendar year.

2. **Grant of Exclusive Beverage Vending Rights.**

a. Grant to Distribute Product and Install Machines.

i. Subject to the terms and conditions of this Agreement and the exceptions in section 7, all Beverages sold, distributed, or offered for sampling (that is, distributed at no cost) at all locations on the UNO Campus where Beverages are sold, distributed, or offered for sampling shall be Approved Vending Beverages. UNO hereby grants Licensee, and Licensee hereby accepts, an exclusive license to install and operate Approved Vending Machines to sell Approved Vending Beverages. Throughout the Term, UNO shall not grant any third party the right or license to install or operate any piece of equipment on the UNO Campus to sell any Beverage.

ii. Unless explicitly provided to the contrary herein, Licensee shall be responsible for the delivery, and the related cost of such delivery, of all Approved Vending Machines and all Approved Beverages. Licensee, at its sole expense, shall fill, maintain, and service all Approved Vending Machines. Licensee shall use all reasonable efforts to ensure that each Approved Vending Machine is kept Always Stocked with Approved Vending Beverages. UNO shall permit Licensee, its employees, agents and representatives to enter an Approved Vending Location during such times (and at no other times) as UNO and Licensee shall mutually agree to install and service Approved Vending Machines and stock Approved Vending Beverages.

b. Approved Vending Machines; Energy Star; Approved Vending Locations.

i. On the Effective Date, unless specifically provided herein to the contrary, Licensee shall supply, install, service and operate solely at its cost all Approved Vending Machines, including items related or incorporated into the Machines, such as labels, front facings, dollar bill validators, bill changers, and such other industry standard equipment, all of which shall remain the property of Licensee, for the purposes of selling Approved Vending Beverages at Approved Vending Locations, as those locations are set forth in Exhibit D (Approved Vending Locations), attached hereto and incorporated herein by this reference. In the absence of UNO's prior express written consent, no alteration shall be made to the designated Approved Vending Locations. Licensee shall not, in UNO's sole judgment, place an Approved Vending Machine to interfere with or hinder the retail sales of other food and beverage products to which Licensee is granted no rights under this Agreement. Upon UNO's reasonable request, Licensee shall promptly remove an Approved Vending Machine from an Approved Vending Location or add an additional Machine upon a showing that such a Machine would serve the needs and conveniences of UNO's Approved Vending Beverage customers, regardless of profit considerations. The parties agree to enter good faith discussions from time-to-time throughout the Term to upgrade and modernize Machines, alter Approved Vending Locations, or otherwise meet their mutual needs with respect to the sale of Approved Vending Beverages.

ii. All Licensee provided Approved Vending Machines and any equipment (e.g., electronic coin and currency changers) related or incorporated into the Machines shall be new (or refurbished to like new condition) and state-of-the-art. The Machines must have the capacity to dispense and support all Approved Vending Beverages, regardless of container sizes and styles. The Approved Vending Machines shall from time-to-time and with regularity be improved and upgraded to maintain a very high standard Machine. All Approved Vending Machines, serving chilled Approved Vending Beverages, including those that shall be replaced from time-to-time because of obsolescence or natural wear and tear, shall qualify for and be awarded the "Energy Star" designation. Further, Licensee shall participate in energy conservation efforts as are reasonably required by UNO or as required by government regulation or other applicable law. Licensee shall clean the cooling coils or similar mechanical cooling element, if any, of each Approved Vending Machine at least once per Year. Licensee shall turn off or disconnect illuminated signs in Approved Vending Machines, which are not essential to product identification or equipment operation.

iii. At all times during the Term, all Approved Vending Machines and associated equipment shall meet all applicable local, state, and federal safety codes and other requirements for food and/or beverage vending equipment and the sale of vended products.

iv. From time-to-time during the Term, Licensee shall present to UNO graphic design art to appear on the exterior of the Approved Vending Machines or for other purposes. All costs of such design shall be borne by Licensee. Only for purposes to ensure that the design is keeping the image and reputation that UNO strives to maintain, UNO shall have the right to approve or disapprove any proposed vending

Machine art or design; provided, however, that approval shall not be unreasonably withheld or delayed. UNO and Licensee shall collaborate on strategic co-branded Machine fronts.

v. If UNO agrees to (A) transfer its right of present possession of an Approved Vending Machine or (B) destroy a building in which Licensee then operates an Approved Vending Machine, UNO shall notify Licensee of such agreement to sell or decision to destroy, and UNO shall have the right to terminate Licensee's right to install and operate Approved Vending Machines in such building. Upon such termination of Licensee's right, Licensee, at its sole expense, shall promptly remove the Approved Vending Machine. If reasonably required, Approved Vending Machines will be removed or relocated at Licensee's expense to accommodate renovation of existing facilities and the construction of new facilities.

vi. All Machines and related equipment located in any Approved Vending Location shall reflect industry standard sizes, paneling, lighting, colors, style, and such other elements as may provide for a uniform and attractive appearance among the Approved Vending Locations. The foregoing matters of Machine and Approved Vending Location styles and appearance are all subject to UNO's prior review and approval, which shall not be unreasonably withheld. Without UNO's prior consent, Licensee shall not use space in the Approved Vending Locations, or any other location on the UNO Campus, in any manner or for any purpose except for the use expressly permitted by the terms and conditions of this Agreement. No changes or modifications by Licensee to the Approved Vending Locations shall be made, including alterations to the electrical, plumbing, or structural components of the Approved Vending Locations, without UNO's prior written consent. Any such changes or modifications shall be made solely at Licensee's expense. Licensee is responsible for the cost of cleaning or repairing any damage to UNO floors and walls, reasonable wear and tear excepted, that is necessary as a result of Approved Vending Machine moves, installation activities or regular servicing. Licensee shall use non-marring jacks and other related equipment necessary to avoid such damage. At the termination or expiration of this Agreement, Licensee shall return possession of each Approved Vending Location to UNO in the same condition as on the Effective Date, reasonable wear and tear, and loss due to casualty or condemnation, excepted. Licensee acknowledges that UNO has granted it a reasonable opportunity to review and inspect each Approved Vending Location and to conduct such tests and investigations as are reasonably necessary to satisfy Licensee's ability to perform hereunder. UNO disclaims all warranties, express or implied, of the condition or suitability of the Approved Vending Locations for Licensee's particular purpose.

vii. Licensee shall provide an identification numbering system for all Approved Vending Machines with each Machine's ID number clearly displayed on a decal or label, easily recognizable on the outside front of the Machine. This ID number shall be used to report service issues, refunds, commissions, reporting and tracking. Within thirty (30) days of the Effective Date and annually thereafter, Licensee shall provide to UNO a list of all Approved Beverage Machines installed on the UNO Campus, listed by the ID number described above in this paragraph, the equipment serial number, the manufacturer, the meter reading, date installed and Approved Vending Location.

c. Responsibilities to Service and Operate Approved Vending Machines.

i. Licensee shall bear the cost of connecting Approved Vending Machines to electrical sources at the Approved Vending Location. UNO shall provide electrical service at no cost to Licensee for the Approved Vending Machines; provided, however, UNO makes no representation or warranty concerning the quality or continuity of such service, nor does UNO assume or accept any liability whatsoever with respect to an electrical interruption's impact on vending sales or maintenance of inventory.

ii. Licensee is responsible for performing, at its own expense, all maintenance, repair, replacement of parts, and such service necessary to maintain the Approved Vending Machines, including any meters and special attachments, in reliable working condition. Licensee shall perform such maintenance, repair, or replacement within seventy-two (72) hours of UNO's written request to Licensee for such maintenance, repair, or replacement. Licensee shall secure a reasonable level of replacement equipment and/or components to minimize to the greatest extent reasonably possible, the out of service time of a Machine. Licensee shall maintain a log of all service calls received and the disposition of each. This log shall be available to UNO for periodic review.

iii. A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning Approved Vending Machine equipment shall be instituted and carried out by Licensee, in accordance with Exhibit F (Preventative Maintenance Program), attached hereto and incorporated herein by this reference. Licensee's Preventive Maintenance Program shall specifically focus on frequent and continual equipment replacement in high volume Approved Vending Locations where obsolescence and wear negatively impact vending sales. Licensee's regular maintenance shall be planned and scheduled to maximize vending sales and avoid contributing to pedestrian and traffic congestion.

iv. Licensee shall maintain the Approved Vending Machines in a clean, safe, and sanitary condition and regularly and frequently remove any vending related debris from the areas immediately adjacent to the Machines. The external cabinet of all Approved Vending Machines, including cabinet top, shall be kept free from dust and other contaminants. Screens, compressor zones and condensers shall be inspected regularly for dust, seepage and other residue and shall be kept clean. Licensee will maintain the Approved Vending Machines, material handling equipment, and service vehicles in a clean, attractive, and sanitary condition to the satisfaction of UNO.

v. Licensee shall apply its best efforts to respond within four (4) hours of any request for repair or service during its regular business hours (Monday to Friday—8:00 a.m. to 5:00 p.m., excluding holidays). Licensee shall provide UNO with the name, phone numbers and other useful contact information, of a Licensee employee designated and authorized to act on behalf of Licensee with respect to service requests outside of regular business hours and emergencies. Licensee shall make inoperable or malfunctioning Approved Vending Machines fully operational within three (3) calendar days of Licensee's receipt of UNO's notice of repair or service needs.

vi. UNO will provide reasonable routine pest control services in and about the Approved Vending Locations. Upon reasonable request by UNO, and in no case shall such request be provided less than four (4) business days prior to the treatment, Licensee shall disconnect and move vending Machines for cleaning and pest control purposes. Such requests shall not be required should UNO and Licensee establish a regular, periodic, scheduled pest control service program.

vii. Except as otherwise provided in this Agreement, UNO shall have no duty to care for the Approved Vending Machines and no obligation or responsibility to protect, maintain, repair, or otherwise care for any Approved Vending Machine; provided, however, UNO shall use reasonable care to reduce the risk of loss (including from theft and vandalism) to the Approved Vending Machines while such equipment is in Approved Vending Locations. Licensee hereby releases UNO from all claims, liabilities or expenses arising out of the installation or operation of an Approved Vending Machine in an Approved Vending Location, provided such claims, liabilities or expenses are not caused by UNO's gross negligence or willful misconduct.

viii. UNO will provide the same security oversight to the Approved Vending Locations and Machines, as it provides other spaces generally on the UNO Campus. Notwithstanding anything to the contrary herein, Licensee, however, assumes all risks of loss or damage due to vandalism or theft. Any such damage or loss shall be immediately reported by Licensee to UNO Police and Public Safety Department at (402) 554-2648, with such details as may reasonably be requested. In addition, the parties agree that Licensee shall not be obligated to pay UNO any Commissions pursuant to this Agreement on documented revenue losses resulting from Beverage vandalism or Beverage theft.

ix. Refunds to customers who encounter an unsatisfactory experience at an Approved Vending Location will be processed at refund locations designated and labeled or otherwise clearly identified on each Machine. As of the Effective Date, the Milo Bail Student Center Business Office, Rm 216 (Dodge Campus), and Peter Kiewit Institute, College of Engineering Rm 107 (Scott Campus), shall serve as refund locations. If needed, additional refund locations may be added with the prior approval of UNO.

d. Approval of Vending Beverages; Prices.

i. The Approved Vending Beverages, listed on Exhibit A (Approved Vending Beverages) including size and package type, at the prices set forth below in this section 2.d, shall be offered on the UNO Campus as of the Effective Date. UNO shall have the right to approve the Beverage offerings for each Approved Vending Machine. Throughout the Term, but no less frequently than once each calendar quarter, Licensee shall have the right to propose to UNO in writing, additional, specific Beverages for vending sales, including package size and type. All Approved Vending Beverages brands and flavors shall enjoy national and local acceptance and provide for a cycle of products to be offered throughout the Year, taking into consideration and including offerings to address the need for Beverage rotation prompted by warm or cool season changes, dietary needs, healthy choices, and customer taste. If an Approved Beverage is no longer available to Licensee, it shall be removed from Exhibit A (Approved Vending Beverages). In no instance shall Licensee place any Beverage in the Approved Vending Machines that may be regarded by UNO, in its sole discretion, as being unfit for campus consumption. UNO will not unreasonably withhold its approval of a request by Licensee to add or remove a Beverage from the list of Approved Vending Beverages.

ii. Approved Vending Beverages containing healthy alternative characteristics shall be made available whenever economically feasible over similar products. Such beverages shall be available in all Approved Vending Locations and are described in Exhibit B (Healthier Approved Vending Beverages), attached hereto and incorporated herein by this reference. For purposes of interpretation of this Agreement, “healthier” Beverages shall be considered to be and included in the definition of “Approved Vending Beverages” and all provisions applicable to Approved Vending Beverages are also applicable to those Beverages listed on Exhibit B (Healthier Approved Vending Beverages) or any amendment thereto.

iii. While the Approved Vending Machines must operate throughout the Term, reduced Approved Vending Beverage selections may be offered, with the mutual consent of the parties, during summer sessions and breaks from regular classroom attendance (e.g. holiday and spring breaks).

iv. When requested, samples of items offered must be furnished free of all expenses within three (3) days and will be returned at Licensee’s expense if requested.

v. The Approved Vending Beverages sold shall be new, fresh, of the best quality, and guaranteed free of defects in material and workmanship, for a minimum period as provided by the manufacturer at time of sale. The Approved Vending Beverages shall meet the quality standards set out in Licensee’s response to the RFP and be offered at prices competitive with those for similar products sold in the area surrounding UNO.

vi. Licensee will provide nutrient analyses, ingredient, and shelf-life coding on all Approved Vending Beverages with labeling in compliance with all applicable federal and local law, including but not limited to those packaging, labeling, quality standard regulations and rulings promulgated by the United States Department of Agriculture, the Food and Drug Administration, and the Federal Trade Commission.

vii. Licensee shall be responsible and indemnify, defend, and hold harmless UNO for all loss associated with outdated product.

viii. Identical (i.e. flavor, brand, packaging) Approved Vending Beverages shall be offered at the same Approved Vending Price in all Approved Vending Machines. Any change in Approved Vending Price for one serving or bottle shall be made at the same time for all servings or bottles of that Beverage. Approved Vending Prices for the first Year are:

PRODUCT	PRICE
20oz Carbonated Soft Drinks	\$2.25
20oz Dasani Water	\$2.25
20oz Smartwater	\$2.50
20oz Vitaminwater	\$2.50

20oz Powerade	\$2.25
18.5oz Gold Peak Tea	\$2.50
16oz BodyArmor	\$2.50
16oz Monster	\$3.25
16oz Monster Reign	\$3.25
15oz Monster Java	\$3.25
13.7oz Dunkin	\$3.25
14oz Core Power	\$4.00
14oz Fairlife Milk	\$2.25
12oz Topo Chico Sabores	\$2.50
12oz Monster Reign Storm	\$3.00
12oz Minute Maid Juices	\$2.50

In Year two (2) and Year seven (7) of the Term, Licensee may, upon 30 days' prior written notice to UNO, increase the Approved Vending Price of any Approved Vending Beverage by \$.25. No other adjustments in Approved Vending Prices shall be allowed hereunder, unless explicitly approved by UNO, following a notice of Licensee's request to increase prices, which must be received by UNO no less than thirty (30) days prior to the start of any Academic Year. All prices shall include any applicable sales taxes.

e. Beverage Delivery.

i. Licensee, at its sole expense, shall fill, maintain, and service all Approved Vending Machines, which shall be Always Stocked with Approved Vending Beverages, unless otherwise agreed to by UNO. Licensee, its employees, agents, and representatives may enter an Approved Vending Location during such reasonable times (and at no other times) as UNO and Licensee shall mutually agree in order to service and stock the Approved Vending Machines.

ii. Licensee shall make standard deliveries of Approved Vending Beverages Monday through Friday at reasonable times to be mutually agreed upon by the parties. Licensee shall notify UNO of Licensee's designated employees and their telephone numbers for the purposes of communicating with Licensee about Beverage delivery needs. Certain Machines may require Beverage delivery on Saturdays, Sundays, or both, which Licensee shall provide upon the reasonable request of UNO. Should the delivery schedule set forth in this paragraph fail to keep the Machines Always Stocked, the parties shall promptly engage in good faith discussions for the purposes of altering the delivery schedule to achieve the Always Stocked standard. In any case, Licensee shall review the standard delivery schedule no less frequently than once a calendar quarter or as reasonably requested by UNO.

iii. Licensee will make Approved Vending Beverage emergency deliveries, as needed. Licensee will provide UNO with Licensee phone numbers or other contact information to be used to notify Licensee when an emergency delivery is needed.

iv. With each Approved Vending Beverage delivery, Licensee shall remove from UNO's property any refuse caused by the stocking and maintenance of the Machines; no such refuse shall be left in UNO dumpsters, waste containers, or recycling receptacles.

v. When classes are in session, all Approved Vending Machines shall be checked for stock no less than once a week to ensure Machines are Always Stocked and in satisfactory operating condition. When classes are not in session, Approved Vending Machines in occupied buildings shall be inspected regularly as necessary to meet customer demand.

vi. Licensee shall take such action as is commercially reasonable to stock and maintain Machines to meet the Approved Vending Beverage needs of attendees at special events, conferences, and

workshops held on the UNO Campus, provided that UNO shall provide Licensee with reasonable notice prior to such special events.

f. Vending Purchases: Currency, MavCARD, Card Readers.

i. All Approved Vending Machines shall accept payment in the form of currency or coin and shall include a coin return. All Approved Vending Machines shall be equipped with cash accountability meters and cashless payment card readers that accept payment via credit and debit card, tap, major mobile wallets, and MavCARD. Card readers shall communicate credit card data in encrypted form over cellular network using Licensee's merchant identification. If UNO and the Licensee agree that upgraded cellular data card readers or alternative Wi-Fi data card readers with end-to-end encryption are necessary to meet UNO's needs, the Licensee will provide and install the upgraded card readers at no cost to UNO. UNO will keep Licensee fully advised of any changes in the use of the MavCARD program that may affect Licensee's performance under this Agreement, and more specifically under this section.

ii. Licensee shall, at its sole cost and expense, maintain all card readers and associated software.

g. Future Beverages. Licensee will use its best efforts to offer and provide as Approved Vending Beverages, any of Licensee's newly marketed Beverages, within ninety (90) days after such Beverages are offered for sale generally to the public in the Omaha-Lincoln metropolitan areas, on terms comparable to those offered other similarly situated universities offering the new product.

h. Vending Sales Reports.

i. Licensee will provide Monthly Vending Commission reports in a format reasonably prescribed or agreed to by UNO, setting forth the following:

- A. Product codes for individual categories;
- B. Building and location of vending machines;
- C. Approved Vending Machine number;
- D. Beverage sales prices;
- E. Date of Approved Vending Machine installation or removal;
- F. Gross sales, sales taxes, sales net of sales taxes, and refunds in the aggregate and for each Approved Vending Machine by location for each reporting period;
- G. Monthly Commission and Year-to-Date Commission for each Approved Vending Machine by location for each month of the fiscal year;
- H. Required beginning and ending non-reset cash meter readings;
- I. Actual cash collected; and
- J. Amount over and short in aggregate and by Approved Vending Machine.

ii. In addition, year-to-date ("YTD") reports shall be provided to UNO, using a July 1 through June 30 fiscal year period. YTD reports shall contain the information listed above, aggregated for the fiscal year, and be provided to UNO within forty-five (45) days of the end of each calendar quarter during the Term. Licensee's reports shall reflect and incorporate generally accepted accounting principles for colleges and universities and any applicable standards or rules promulgated by the Department of Administrative Services of the State of Nebraska.

iii. In conjunction with the submission of the YTD quarterly reports, Licensee shall meet with UNO to discuss vending performance, sales, commissions, and trends, at which time Licensee shall make recommendations, when indicated, concerning the addition, removal, or other change in or to any Approved Vending Location, changes designed to improve sales, the delivery of fresh products, and the avoidance of waste.

i. Vending Expenses and Taxes.

i. Licensee shall pay, when due, all costs and expenses associated with all Approved Vending Machine installation, including equipment positioning and connection to building plumbing or electrical sources. UNO, at its expense, shall provide all electrical service and wiring for Approved Vending Locations up to the electrical sockets. Licensee shall pay all costs associated with cashless payment card readers required in section 2.f.i.

ii. Licensee shall: (A) pay, when due, all taxes, assessments, license fees, permits (including parking), or other obligations, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Licensee's business (including, without limitation, the ownership and operation of the Approved Vending Machines or the selling of Approved Vending Beverages at the Approved Vending Locations); (B) charge, collect, and pay all applicable sales, use, and/or excise taxes that may be imposed upon Approved Beverages of Approved Vending Machines; and (c) in Licensee's own name (as appropriate) remit to and file with the proper governmental authorities all the foregoing taxes, assessments, fees, and necessary returns and comply with all regulations and rules promulgated by such governmental authorities. Upon UNO's reasonable request, Licensee shall deliver to UNO proof of the payment of all taxes.

3. Grant of Exclusive Beverage Pouring and Retail Rights.

a. Ensuring Fountain and Retail Quantities Needed. The Designated Non-Vending Beverages shall be provided to UNO and UNO shall have the right to offer to sell or dispense, either in fountains, bottles, or cans, in buildings and Athletics facilities on the UNO Campus, such Designated Non-Vending Beverages. Licensee shall use its best efforts to provide UNO with Designated Non-Vending Beverages adequate to meet its requirements, at the times and locations on the UNO Campus, and in the quantities and types requested by UNO and those food service businesses obligated by UNO policy and contracts to serve Licensee's Beverages. Should Designated Non-Vending Beverages be provided by Suppliers, Licensee shall: (i) cause any such Supplier to agree to provide its Designated Non-Vending Beverages in quantities adequate to meet all UNO's requirements for such Supplier Beverages and (ii) ensure the Supplier's prompt performance of all delegated Licensee obligations under this Agreement.

b. Grant of Exclusive Rights: Initial Non-Vending Beverage Cost to UNO; Price Adjustment.

i. Except as explicitly provided in this Agreement to the contrary, UNO grants Licensee the exclusive right to make Beverages available for sale and distribution on the UNO Campus, including all fountain, bottle, and can sales, in all locations where Beverages are sold or distributed on the UNO Campus. UNO and its contractors shall serve or dispense, at a minimum, in fountains, bottles, and cans, Licensee's Designated Non-Vending Beverage products in all UNO facilities on the UNO Campus. In no circumstance shall Competitive Beverages be permitted in or on the UNO Campus, except as otherwise permitted in this Agreement. Licensee will have exclusive rights in the Beverage category regarding pouring and retail rights on the UNO Campus, Team sponsorships, and licenses to the UNO Marks.

ii. Throughout the Term, Licensee shall offer to sell to UNO and UNO shall purchase from Licensee, at prices not to exceed the Non-Vending Beverage Cost to UNO, as adjusted from time-to-time and as provided herein, on terms of net forty-five (45) days: (A) all the UNO requirements of bottles and cans of Designated Non-Vending Beverages; and (B) all the UNO requirements of fountain dispensed Designated Non-Vending Beverages. Licensee shall require and cause Suppliers to offer through Licensee

or to sell directly to UNO and its contractors all UNO requests for Supplier Beverages at the applicable Non-Vending Beverage Cost to UNO.

Designated Non-Vending Beverages will be sold by Licensee to UNO at the Non-Vending Beverage Cost to UNO set forth on Exhibit C (Non-Vending Beverage Cost to UNO). The Non-Vending Beverage Cost to UNO shall be effective on the Effective Date and continue in effect through June 30, 2025. On July 1 of each Year thereafter, Licensee may increase the Non-Vending Beverage Cost to UNO of the bottles and cans it offers and sells to UNO by no more than five percent (5%) annually. In the event of a substantial and unforeseeable increase (as supported by appropriate documentation) in a major component of Licensee's cost of goods, manufacture, or delivery, Licensee may increase prices by an additional percentage, not to exceed a total increase of six percent (6%). Licensee shall deliver to the UNO notice of the amount of any increase permitted under this section by May 1 prior to the Year to which the increase applies. Licensee shall not implement any price or cost increase permitted by this section without timely notifying UNO of such cost or price increase as set forth in this section.

c. Beverage Warranty. Licensee warrants and covenants that all Beverages distributed by Licensee pursuant to this Agreement will be unadulterated and in compliance with all applicable federal, state, and local food, safety, and health laws, rules, and regulations.

d. Coolers; Fountain Equipment.

i. Licensee shall provide and deliver to UNO at no cost or expense to UNO, menu boards, as mutually defined, for retail sales and coolers reasonably necessary to merchandise and sell Designated Non-Vending Beverages ("Cooler(s)"). Licensee warrants that each Cooler shall be in new or like new condition at the time the Cooler is placed in service on the UNO Campus. Licensee represents that to the best of its knowledge, after due examination, each Cooler is free from defects in workmanship or design. UNO shall have no duty to insure such Coolers. The Coolers shall be used solely for the purposes of displaying, serving, and selling the Designated Non-Vending Beverages.

ii. As of the Effective Date, Licensee shall provide and install at no cost to UNO all Fountain Equipment. The Fountain Equipment shall be in new or like new condition. Any such equipment provided by Licensee under this Agreement shall at all times remain the property of Licensee. The Fountain Equipment shall not be required to meet "Energy Star" standards until such time as "Energy Star" standards are available for Fountain Equipment.

iii. Licensee shall respond twenty-four (24) hours a day, seven (7) days a week to UNO requests for service and repair of Fountain Equipment and Coolers located in residence hall dining facilities. Similarly, with respect to Fountain Equipment and Coolers located in Athletics facilities, Licensee shall respond twenty-four (24) hours a day, seven (7) days a week to UNO requests for service and repair of such Fountain Equipment or Coolers the day before, the day of, and the day after any event scheduled at a relevant Athletics venue. Licensee shall make best efforts to commence service and repair within four (4) hours after notification of the malfunction by UNO. All other Fountain Equipment and Cooler service and repair shall commence on the day UNO notifies Licensee of the malfunction, if the notification is delivered prior to 12:00 p.m.; or, if the notification is delivered on or after 12:00 p.m., then no later than 12 p.m. of the subsequent day. Licensee shall maintain the Fountain Equipment and Coolers to ensure that it dispenses appropriate product, including but not limited to dispensing of the proper syrup or liquid mix at the proper temperature with no overspray or spillage.

iv. Licensee shall provide UNO a maintenance log of all Fountain Equipment and Coolers at such regular intervals in a format with such information as may be reasonably requested by UNO.

4. Licensee's Personnel and UNO Beverage Program Representative.

a. From time-to-time Licensee shall designate, subject to UNO's right to interview, a "UNO Beverage Representative(s)" with authority to independently and effectively resolve issues and problems related to UNO's Beverage Program. As of the Effective Date, Teri Loneman or Steve King or Zach Wigginton are

designated as the UNO Beverage Representatives. Licensee and UNO will annually, as part of a broader review of UNO's Beverage Program, evaluate the performance of Licensee's UNO Beverage Representative(s).

b. Licensee will conduct criminal background investigations at Licensee's expense of all Licensee employees assigned to serve UNO's Beverage Program. Such background checks shall be made to the same degree of thoroughness, as those background checks UNO conducts for newly hired staff at UNO. UNO will be informed of any Licensee employee (or job candidate Licensee intends to employ) whose background check indicates a history of behavior that might adversely impact his or her work performance or the safety of persons or property on the UNO Campus. Any action taken with respect to such employee or potential employee shall be mutually agreed upon by the parties; provided, however, should UNO in its sole discretion determine that the employee's past behaviors present an unacceptable risk and if otherwise permitted by law, the employee shall be terminated, or in the case of a job candidate, not be offered employment.

c. All Licensee's employees while on the UNO Campus (e.g. drivers, and service and repair personnel) shall be identifiable as Licensee's employees by wearing Licensee logo-identifiable uniforms with visible photo ID badges, issued by Licensee, attached to the uniform. Licensee's employees must be prepared to show identification while working on the UNO Campus. Licensee employee uniforms are to be provided by Licensee at Licensee's expense, must easily and appropriately identify Licensee and employees by name. Licensee's employees may be required, at Licensee's expense, to be issued UNO ID Cards designating Licensee's employee as a contractor of UNO.

d. No later than July 15 of each Year, representatives from each party, including Licensee's UNO Beverage Representative, shall meet to complete a detailed review of UNO's Beverage Program, this Agreement, and Licensee's performance. Benchmark measurements for performance and performance comparison analyses based upon such benchmarks shall be established and reviewed over the Term as part of the annual review meeting. Licensee shall submit to UNO Licensee's report of strategies and planning goals for the ensuing Academic Year.

5. License to Use UNO Marks; Marketing Plans.

a. Grant to Use UNO Marks. Subject to the terms and conditions set forth in this Agreement and, for UNO Marks related to Athletics, the terms and conditions of a separate agreement between Licensee and UNO's third-party multi-media rights holder, Licensee shall have a royalty free, non-exclusive, non-assignable, non-sublicensable license to use, reproduce, and otherwise exploit throughout the United States, the UNO Marks for all Licensee's on-campus and off-campus marketing, advertising and promotional activities under this Agreement. This license includes the right to use the UNO Marks in or on all Licensee's marketing, advertising, promotional, and packaging materials and activities under this Agreement, including point-of-sale materials, cups, vessels, cans, bottles, commemorative cans or bottles, can or bottle wraps, and all other forms of packaging, broadcast, print, electronic and other forms of media, vending fronts, and truck backs and sides, all of which shall be subject to review and approval.

Licensee shall not alter, modify, dilute, or otherwise misuse or bring disrepute to a UNO Mark. During the Term and subject to the exceptions noted in section 7, UNO shall not grant any other person or entity a license to use UNO Marks to market, advertise, promote, or sell any Competitive Beverage. This license shall terminate upon the termination of this Agreement. Upon the termination of this license, Licensee shall cease using the UNO Marks in any capacity. In no event shall Licensee claim or assert any ownership interest in the UNO Marks.

b. Additional Uses. Licensee shall have the right to use UNO Marks, subject to the limitations and prior written approvals required in this section 5 and the exceptions noted in section 7, in promotions with Licensee's customers in all channels of trade, including without limitation grocery and retail stores, drug retailers, quick serve and all other types of restaurants, mass merchandisers, institutional and "at-work" food service operations, convenience stores ("oil and gas" retailers), video and music retailers, movie theaters and indoor entertainment venues, theme parks and outdoor attractions, and sports venues,

provided that such usage is limited to Licensee's Beverage packaging and advertising or promotional materials related to the marketing of Approved Beverages.

c. Official Beverage Designation. In addition to the rights granted in sections 5.a and 5.b and subject to the exceptions noted in section 7, Licensee shall have the right, without further payment of any royalty, in any of Licensee's marketing, advertising, or promotional activities or materials to refer to any Approved Beverage as an "Official Beverage of the University of Nebraska at Omaha" or, subject to the terms and conditions of a separate agreement between Licensee and UNO's third-party multi-media rights holder, the Teams or Athletics, and, subject to the terms and conditions of a separate agreement between Licensee and UNO's third-party multi-media rights holder, to refer to Licensee as a "sponsor" of UNO or the Teams or Athletics.

d. Rights Not Granted. If Licensee desires to use UNO Marks on merchandise (including without limitation prizes or other items given or sold at reduced prices as fulfillment of promotional offers) other than Approved Beverage packaging and advertising or promotional materials related to the marketing of Approved Beverages, Licensee either shall obtain the merchandise from a manufacturer licensed by UNO or shall obtain a separate license from UNO for which Licensee shall pay a mutually agreed upon royalty.

e. UBI. Licensee will not use the UNO Marks in any manner that would result in payments to UNO by Licensee being taxed as unrelated business taxable income under the Internal Revenue Code ("IRC"). UNO does not endorse, advertise, or market Licensee or any of Licensee's products. Licensee shall not (i) make any representation that UNO endorses, advertises, or markets Licensee or any of its respective products; (ii) take any action (or allow any action to be taken) that will constitute or could reasonably be interpreted as an endorsement or advertisement by UNO of Licensee or any of its respective products. Licensee shall fully cooperate with UNO to avoid taking any action that would result in the Internal Revenue Service treating all or part of any licensing revenues attributed to this Agreement as unrelated business taxable income.

f. Review of Marketing Materials. Annually, prior to any marketing distribution or promotional launch, and no less than thirty (30) days before the beginning of each Academic Year, Licensee shall submit to UNO for approval Licensee's marketing plans for the ensuing Academic Year, including: (i) any marketing or promotional activity that will utilize UNO Marks; and (ii) any items created by Licensee that incorporate any of the UNO Marks. Such submitted marketing plans shall include a marketing plan response for each Academic Term. In addition, the plans shall include:

- A. A descriptive list of activities;
- B. The Beverages to be promoted;
- C. The date of the proposed activities;
- D. An explanation of how the plans address monthly sales data and the needs of the UNO community;
- E. No less than two (2) programs aimed to increase beverage sales; and
- F. The on-campus and off-campus retail programs.

g. UNO will use its best efforts to respond within ten (10) business days of receipt of any marketing approval request. UNO will not unreasonably withhold its approval of such submissions by Licensee under this Agreement. Upon approval, implementation of any marketing plan shall be the responsibility and at the expense of Licensee. Licensee acknowledges that withholding approval will not be considered unreasonable if:

i. UNO determines that UNO Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity);

ii. UNO determines that Licensee's proposed promotional activity or use of UNO Marks will adversely reflect upon UNO's professional image;

iii. UNO determines the activity is likely to result in unfavorable tax consequences, i.e. unrelated business income tax; or

iv. UNO determines that the use of a UNO Mark or the marketing and promotional activity infringes upon rights granted to another party whose principal business is unrelated to the manufacture or distribution of Beverages.

6. **Sponsorship Recognition.**

a. Grant of Rights. Subject to the terms and conditions set forth in this Agreement and, for sponsorship rights related to Athletics, the terms and conditions of a separate agreement between Licensee and UNO's third-party multi-media rights holder, UNO grants Licensee the exclusive sponsorship rights in the Beverage category in connection with the UNO Campus and the Teams.

i. Subject to the advance written approval of UNO, Licensee shall be provided by UNO opportunities throughout each Year in reasonable numbers to be agreed upon by the parties to offer Approved Beverage samples to persons attending events on the UNO Campus.

ii. In partial consideration of the rights granted in this section, as well as those granted in the balance of this Agreement, annually Licensee shall provide one (1) "Sports Drink Sideline Cooler Kit" in accordance with Exhibit E (Sports Drink Sideline Cooler Kit), attached hereto and incorporated herein by this reference, with a minimum value including in-kind contributions of \$6,000 per Year.

b. UBI. All sponsorship recognition granted in this section, including without limitation game sponsorships, presenting sponsorships, naming rights or sponsorship promotional acknowledgment opportunities relating to signage, shall be structured to conform to the rules applicable to a "qualified sponsorship payment" under IRC § 513(l) and Treasury Regulation § 1.513-4. Unless otherwise permitted by IRC § 513(l) and Treasury Regulation § 1.513-4, all sponsorships shall be made under arrangements where there is no provision or expectation that Licensee will receive any substantial return benefit other than the use or acknowledgment of the name and logo (or product lines) of Licensee's trade or business. Such use or acknowledgment may include: (i) exclusive sponsorship arrangements; (ii) logos and slogans that do not contain qualitative or comparative descriptions of Licensee's products or services; (iii) a list of Licensee's locations, telephone numbers, or internet addresses; (iv) value-neutral descriptions, including displays or visual depictions of Licensee's product-line or services; or (v) Licensee's brand or trade names and product or service listings, but shall not include any "advertising" (as defined in Treasury Regulation 1.513-4(c)(v)), including any message containing qualitative or comparative language, price information, or other indications of savings or value, endorsement, or other inducement to purchase, sell, or use Licensee's products or services. In the event any payment or portion thereof made to UNO pursuant to this Agreement is deemed to constitute taxable income to UNO, the parties shall in good faith renegotiate such portion or portions of this Agreement which result in such taxable income.

c. Approval of Sponsorship Recognition Materials. Prior to distribution or installation of sponsorship recognition materials, Licensee shall submit to UNO for approval any proposed sponsorship signage or other sponsorship recognition materials. UNO will use best efforts to respond within ten (10) business days of receipt of any approval request. UNO will not unreasonably withhold its approval of such submissions by Licensee under this Agreement. Licensee acknowledges that withholding approval will not be considered unreasonable if: (i) UNO determines that Licensee's proposed materials adversely reflect upon UNO's professional image; (ii) UNO determines the activity is likely to result in unfavorable tax consequences, i.e. unrelated business income tax; or (iii) UNO determines that the proposed materials infringe upon rights granted to another party whose principal business is unrelated to the manufacture or distribution of Beverages.

d. Post-Season and Other Tournaments. Due to reasons beyond UNO's control, display of sponsorship recognition materials may not be allowed in the case of certain exhibition, pre-season, conference, regional, NCAA or other tournaments or games, whether those events take place in facilities located on the UNO Campus or in facilities located in off-campus venues. In such instances, UNO may have no authority regarding sponsors appearing in such venues, and therefore, certain of Licensee's recognition materials may be removed or covered during the period of said tournaments or games; sponsorship announcements may not be made; and exclusive sponsorship grants may be voided, to meet the requirements of the sports event organizer. Licensee shall not be relieved or released from any obligation stated in this Agreement should such an occurrence take place during the Term. Any such removal, cover, or subsequent reinstatement of Licensee's sponsorship materials shall be accomplished without cost to Licensee.

e. Licensee Marks. Subject to the reasonable review and approval of Licensee, Licensee hereby grants to UNO a non-exclusive license to use, and authorizes UNO to sublicense others to use and subcontract with others to manufacture products incorporating or bearing Licensee's trademarks, trade names, logos, slogans, trade dress, and other intellectual property or indicia, solely for the purposes of performing UNO's obligations hereunder, including distributing, announcing and installing the sponsorship recognition elements described in this Agreement. UNO shall not be obligated to pay or to cause any sublicensee to pay any royalty or other fee to Licensee with respect to any such use.

7. **Exclusive Rights; Exceptions.**

a. Exclusive Rights.

i. Subject to the terms and conditions set forth in this Agreement, Licensee will have the exclusive right to be the "Official Soft Drink of the University of Nebraska at Omaha" and, subject to the terms and conditions of a separate agreement between Licensee and UNO's third-party multi-media rights holder, the "Official Soft Drink of Maverick Athletics" and the nonexclusive right to be a "Proud Sponsor of Maverick Athletics."

ii. Subject to the terms and conditions of this Agreement, the parties acknowledge and agree that UNO shall have the right to accept funds (not Beverage product) donations from persons associated with or owning interests in Competitive Beverages.

iii. During the Term of and subject to the terms and conditions of this Agreement, UNO will not grant any of the following rights or benefits to an entity other than Licensee:

A. the right to be recognized as, or to use in any manner the phrase, "Official Soft Drink of the University of Nebraska at Omaha," the "Official Soft Drink of Maverick Athletics," or any comparable phrase, or in any manner recognize a Competitive Beverage in association with UNO or the Teams;

B. the right to display any Competitive Beverage's trademarks, slogans, logos, or similar indicia or marks of identification, or any Competitive Beverage's products or services, within or on any UNO facility, including Athletics facilities while such facilities are being used as a competition venue by Athletics, or any parking areas for these facilities. Except as specifically stated herein to the contrary, UNO shall not allow any Competitive Beverage's manufacturer or distributor display any sign or electronic message, broadcast any audio message, or install or operate any point of presence including any kiosk or information booth at any UNO Campus facility when such facility is serving as a venue for an event or activity sponsored by UNO.

C. the right to display any Competitive Beverage's emblems, trade names, trademarks, service marks, designs, logos, characters, identifications, symbols, and other proprietary identifying designs, products, or services on any materials of any nature licensed, sold, or distributed on the UNO Campus;

D. any license to allow a Competitive Beverage to use any UNO Mark; provided, however, that it shall not be a violation of this Agreement for UNO to comply with the bylaws, rules, or regulations of the NCAA even if such bylaws, rules, or regulations may require that UNO Marks be used in connection with a Competitive Beverage's commercial activities under certain circumstances. For example, it shall not be a violation of this Agreement to permit UNO Marks to be used by the Summit League or NCHC or their member institutions in connection with a Competitive Beverage's commercial activities, provided that such use is solely in conjunction with games and events comprising pre-regular season play or post-regular season play, such as bowl games, conference, or NCAA playoffs. Further, it shall not be a breach of this Agreement should the Summit League or NCHC affiliate or associate itself with a Competitive Beverage and such affiliation or association involves a promotional design that uses logos or marks from all of the schools in the Summit League or NCHC or its successor conference; and

E. the right to sell, distribute, serve, or otherwise make available or advertise, market, promote, or endorse Competitive Products at or in connection with the UNO Campus or the Teams.

b. Exceptions.

i. UNO is a party to the following contracts which involve food or Beverage service on the UNO Campus, referred to as "Pre-existing Contracts":

CONTRACT PARTY	EFFECTIVE DATES
Sodexo America, LLC	January 3, 2023 to June 30, 2028
<ul style="list-style-type: none"> • Brand relationship with Mein Bowl 	
<ul style="list-style-type: none"> • Brand relationship with Krispy Krunchy Chicken 	
<ul style="list-style-type: none"> • Brand relationship with Erbert & Gerbert's 	
<ul style="list-style-type: none"> • Brand relationship with Shake Smart 	
<ul style="list-style-type: none"> • Licensing agreement with Starbucks 	
<ul style="list-style-type: none"> • Licensing agreement with Chick-fil-A 	
Treat America Food Services	July 1, 2016 to June 30, 2024
Scott Residential Management LLC (SRM)	July 1, 2023 to June 30, 2027
SMG Food & Beverage, LLC d/b/a Savor, Omaha	May 28, 2020 to June 30, 2025
Affairs Remembered Inc. dba Catering Creations	July 1, 2021 to April 30, 2025

Such Pre-existing Contracts are public records available to Licensee upon request. No provision of the Pre-existing Contracts nor UNO's performance of its obligations under the terms of the Pre-existing Contracts shall be cause or reason to claim or allege UNO to be in breach of this Agreement. Notwithstanding any provision herein to the contrary, no rights or other benefits are granted to Licensee in this Agreement which interfere or may interfere with UNO's performance of its obligations under the Pre-existing Contracts. In addition, UNO reserves the right to renew, restate, extend, or amend the Pre-existing Contracts and award rights to parties other than those listed above; provided that, the rights granted to the Contract Party are substantially similar to those contained in the Pre-existing Contracts as they exist on the Effective Date. To the extent that Beverages are served by a Contract Party pursuant to the Pre-existing Contracts, Licensee shall provide Approved Beverages to the Contract Party in support of UNO's operations and the Pre-existing Contracts. Should, during the Term, any Pre-existing Contract terminate or expire, no extension, renewal, renegotiated contract, or new award of the Pre-existing Contract rights shall be granted, unless such extension, renewal, renegotiated contract, or new award provides for exclusive service of Approved Beverages during the Term, or any extension or renewal of this Agreement.

ii. UNO may infrequently invite or allow events, performances, or exhibitions to the UNO Campus that are parts of a national, regional, or statewide tour, and such tour may be sponsored in whole or in part by a Competitive Beverage. In such cases, it will not be a violation of this Agreement for the event, performance, or exhibition to acknowledge the sponsorship of a Competitive Beverage; provided that the

acknowledgment is of a temporary nature, visible solely within the venue for such event, performance, or exhibition, and makes clear that the Competitive Beverage is a sponsor of the event, performance, or exhibition and not a sponsor of UNO or the Teams. UNO will take reasonable steps to clarify the absence of any relationship between the Competitive Beverage and UNO or the Teams. UNO shall provide Licensee with no less than thirty (30) days prior written notice, or if impracticable, as much notice as practicable, of such an event, performance, or exhibition on the UNO Campus.

iii. Nothing contained herein will prevent consumption on the UNO Campus of Competitive Beverages purchased outside of the UNO Campus by students, faculty, staff, their guests, or the public for individual use and not for resale.

iv. It shall not be a violation of this Agreement for UNO or its employees to engage in academic research involving a Competitive Beverage so long as the research does not involve the sale or distribution of a Competitive Beverage on the UNO Campus.

v. It shall not be a violation of this Agreement for a Competitive Beverage to be served as part of medically related patient care at student health centers on the UNO Campus.

vi. It shall not be a violation of this Agreement for UNO or any Team to comply with bylaws, rules, regulations, terms, conditions, agreements, or contracts of any events sponsored by a third party provided that UNO is not the originator of any such events and acts solely as the host venue at which the third party events will take place.

vii. It shall not be a violation of this Agreement for a visiting team to use a Competitive Beverage, its container, cups, towels, or other items in its team bench area or as its sponsor.

viii. It shall not be a violation of this Agreement for student organizations, student groups, academic associations, and third-party golf tournaments to obtain sponsorship from Competitive Beverage companies so long as such Competitive Beverages are not distributed, sold, or offered on the UNO Campus. UNO will take reasonable steps to prevent said organizations from selling or otherwise dispensing Competitive Beverages on the UNO Campus. Furthermore, UNO shall take reasonable steps to address and seek to stop such organizations from creating the impression that UNO or the Teams endorse or have a relationship with a Competitive Beverage. However, individuals may consume Competitive Beverages as provided in section 7.b.iii or as provided in section 7.b.ix.

ix. It shall not be a violation of this Agreement for UNO to provide Competitive Beverages to visitors, dignitaries, and performers invited by UNO when such products are specifically itemized and contractually required by the visitor, dignitary, or performer.

x. It shall not be a violation of this Agreement for UNO to open additional convenience stores on campus if those stores abide by the terms and conditions of this Agreement.

xi. It shall not be a violation of this Agreement for UNO to sell locally branded energy drinks in Athletics facilities.

xii. It shall not be a violation of this Agreement for UNO to provide branded water bottles for non-event, non-resale consumption by employees.

xiii. UNO represents, and Licensee acknowledges, that UNO or its contractor has or will have licensing agreements that provide for Starbucks retail operations located at 6401 University Drive North, Omaha, NE 68182;

It shall not be a violation of this Agreement for these retail operations or any successor retail operations to serve Ancillary Beverages in cups bearing trademarks other than those of the Licensee if such Ancillary Beverages are:

- I. Part of a line of standard products sold in the retail operation's other company outlets;
- II. Not identifiable with any major beverage competitor of Licensee; and
- III. Purchased from Licensee when such Ancillary Beverages are available and stocked by Licensee.

xiv. The parties shall in good faith negotiate on a case-by-case basis to except other products for which Licensee has no foreseeable plans to manufacture or distribute from the exclusivity provisions of this Agreement.

8. Financial Consideration.

a. Annual Fixed Fee. Prior to end of each Year, Licensee shall pay to UNO the following amounts:

Year		“Annual Fixed Fee”
1	FY2024-25	\$290,000
2	FY2025-26	\$305,000
3	FY2026-27	\$320,000
4	FY2027-28	\$335,000
5	FY2028-29	\$350,000
6	FY2029-30	\$365,000
7	FY2030-31	\$380,000
8	FY2031-32	\$395,000
9	FY2032-33	\$410,000
10	FY2033-34	\$425,000
Total		\$3,575,000

b. Period Vending Commissions. In addition to the amount owed by Licensee pursuant to section 2.a above, Licensee shall pay to UNO a Commission at the percentage of the gross vending sales revenue from Approved Vending Beverages set forth in the table below. Commissions shall be remitted by Licensee to UNO within thirty (30) days following each Four-Week Period. For the purposes of this section, a “Four-Week Period” shall mean any of the thirteen four-week periods occurring within a Year, starting on the first Sunday of the first Year and counting forward by four-week intervals. Occasional five-week periods may be substituted for four-week periods if an even division into thirteen four-week periods is not possible. Licensee shall provide UNO with documentation, accompanying the payments, explaining the calculation of all Commissions. Upon reasonable request by UNO, Licensee will make available such financial records pertaining to Commissions, as may be reasonable for internal or external audits to confirm the accuracy of the calculation and payments of Commissions.

FULL SERVICE PKG	Units/Case	Commission %
20oz Carbonated Soft Drinks	24	45%
20oz Dasani	24	45%
20oz Powerade	24	45%
20oz Vitaminwater	12	45%
20oz Smartwater	12	35%
16oz Monster, Monster Reign, Monster Reign Storm, 15oz Monster Java	24/12	35%
18.5oz Gold Peak Tea	12	35%
16oz BodyArmor	12	35%

14oz Core Power/Core Power Elite	12	35%
13.7oz Dunkin	12	35%
12oz Topo Chico Sabores	12	35%
14oz Fairlife Milk	12	35%
12oz Minute Maid Juices	24	35%

c. In addition, Licensee shall pay UNO fifty thousand dollars (\$50,000) on the Effective Date for the benefit of The University and Omaha Athletics.

d. In addition, Licensee shall annually pay to or provide UNO with the following:

i. In-kind contributions in an amount not to exceed ten thousand dollars (\$10,000) worth of Beverage products to be used to support UNO athletes, annually;

ii. Twenty-five thousand (\$25,000) within forty-five (45) days of the beginning of Year to support the Athletics sports camps and Women's Walk, annually;

iii. A marketing program specific to the Women's Walk for retail outlets and food service outlets throughout Omaha, Nebraska, valued at \$35,000, annually;

iv. One (1) "Sports Drink Sideline Cooler Kit" as described in section 6.a.ii and Exhibit E (Sports Drink Sideline Cooler Kit) with a minimum value including in-kind contributions of \$6,000 annually; and

v. Additional in-kind contributions in an amount not to exceed twenty-eight thousand dollars (\$28,000) worth of Beverage products to the University, annually.

Except as specifically provided for to the contrary in this Agreement, any in-kind product, merchandise, or service not utilized in any Year cannot be carried over to a subsequent Year and may not be redeemed for cash value. For the purposes of this Agreement, the value of in-kind contributions shall be determined using the pricing set forth in Exhibit C (Non-Vending Beverage Cost to UNO).

a. Payments. Any amount owed under this section not received by the due date set forth in this section will be subject to interest on the unpaid principal balance at the rate specified in Neb. Rev. Stat. § 45-104.02, as such rate may from time to time be adjusted. The amounts owed pursuant to this section shall be considered paid in full upon delivery of good funds to:

University of Nebraska at Omaha
Milo Bail Student Center Business Office, Suite 216
6001 Dodge Street
Omaha, NE 68182-0196
Director of Auxiliary Services
402-554-3923

9. Termination and Suspension.

a. Termination by UNO.

i. Without limiting its rights under section 10, UNO shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Licensee upon the occurrence of one or more of the following events:

A. Licensee fails to perform one or more of its material obligations under this Agreement after UNO has provided notification of such failure(s) and granted thirty (30) days to cure the breach; provided,

if such breach or default is of a type which may not be reasonably cured within such thirty (30)-day period, then such thirty (30)-day period shall be extended for such additional periods as may be reasonably necessary, as long as Licensee has commenced the cure within such initial thirty (30)-day period and diligently pursues such cure to completion.

B. Licensee is unable to pay its liabilities when due, must make an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent; a receiver is appointed for Licensee's business or property; or a trustee is appointed over bankruptcy or insolvency proceedings related to Licensee under the laws of the United States of America or any state.

ii. Upon the effective date of such termination by UNO, UNO shall avail itself of such remedies as are available under the law, including but not limited to the following:

- A. UNO shall have the right to immediately remove all of Licensee's signage;
- B. Licensee's exclusive rights under this Agreement, and as specifically set forth in section 7, shall cease;
- C. Licensee's right to use UNO Marks will terminate;
- D. Licensee shall remove at its expense all of its Approved Vending Machines, Fountain Equipment, and Coolers; and
- E. Licensee shall have no obligation to pay any amounts under section 8 earned by UNO after the effective date of termination; provided however, that any amounts earned prior to termination shall survive termination.

b. Termination by Licensee.

i. Without limiting its rights under section 10, Licensee will have the right to terminate this Agreement upon thirty (30) days prior written notice to UNO upon the occurrence of one or more of the following events:

A. UNO fails to perform one or more of its material obligations under this Agreement after Licensee has provided notification of such failure(s) and granted thirty (30) days to cure the breach; provided, if such breach or default is of a type which may not be reasonably cured within such thirty (30)-day period, then such thirty (30)-day period shall be extended for such additional periods as may be reasonably necessary, as long as UNO has commenced the cure within such initial thirty (30)-day period and diligently pursues such cure to completion.

B. UNO is unable to pay its liabilities when due, must make an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or is adjudicated bankrupt or insolvent; a receiver is appointed for UNO's business or property; or a trustee is appointed over bankruptcy or insolvency proceedings related to UNO under the laws of the United States of America or any state.

ii. If Licensee elects to terminate this Agreement as provided for in section 9.b, without prejudice to any other rights or remedies available to Licensee, UNO shall immediately reimburse to Licensee the unearned portions of the Annual Fixed Fee. The amount of such reimbursement shall be determined by multiplying the Annual Fixed Fee paid in the Year in which the Agreement is terminated by a fraction, the numerator of which is the number of months remaining in such year at the time of termination and the denominator of which is twelve (12). Licensee shall pay any outstanding amounts earned through the effective date of termination. Licensee shall have no obligation to pay any amounts under section 8 earned after the effective date of termination. Any amounts earned prior to termination shall survive termination.

Approved Vending Machines and any other Licensee equipment must be removed upon termination or expiration of this Agreement. Should Licensee fail to so remove the Machines and equipment, UNO may remove and store the Machines and equipment at Licensee's cost without liability for damage, lost revenue or any other claim associated with such removal and storage.

10. **Indemnification.** Licensee shall defend, hold harmless, and indemnify UNO and each of its regents, officers, employees, and agents (each of which shall be referred to as a "UNO Indemnitee") for any and all claims, actions, judgments, losses, damages, liabilities, and expenses (including, but not limited to reasonable attorneys' fees) imposed upon, suffered, incurred by or asserted against a UNO Indemnitee arising from or relating to, directly or indirectly, Licensee's respective performance or breach of the terms of this Agreement and any transaction contemplated hereby, including, but not limited to, the respective acts or omissions of Licensee's officers, employees, or agents; provided however, that Licensee shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from a UNO Indemnitee's negligent or intentional act or omission. The obligations under this section shall survive the termination of this Agreement.

11. **Insurance.**

a. Licensee shall procure and maintain the following insurance as shall protect Licensee from claims for personal injury, bodily injury, and property damage which may arise from its obligations under this Agreement:

i. Commercial General Liability with limits of liability no less than \$1,000,000 each occurrence bodily injury and property damage, with a \$3,000,000 annual general aggregate limit; \$1,000,000 personal and advertising injury; \$1,000,000 products and completed operations aggregate; \$250,000 fire damage legal liability; and \$10,000 per person medical payments. Commercial General Liability will include the following coverages: premises operations, broad form property damage, completed operations, independent contractors and contractual, and products liability.

ii. Automobile Liability providing coverage for owned, non-owned and hired vehicles with limits of liability no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

iii. Worker's Compensation/Employer's Liability with limits of liability no less than:

Worker's Compensation - amounts as required by Nebraska statute.

Employer's Liability - \$500,000 bodily injury by accident, \$500,000 disease - each employee, \$500,000 disease - aggregate

iv. Umbrella/Excess Liability with limits of liability no less than \$10,000,000 each occurrence. The schedule of underlying insurance on this policy shall list both the commercial general liability policy and the automobile liability policy.

v. Property. Personal property - Replacement cost fire and extended coverage insurance, with vandalism, malicious mischief, and sprinkler leakage endorsements, in an amount sufficient to cover full replacement costs of all Licensee's personal property, fixtures, stock, inventory, equipment, and Licensee improvements on the UNO Campus.

vi. Business Income or Interruption in the amount of \$1,000,000 or thirty (30) days loss of income plus salaries, whichever is less.

b. The Board of Regents of University of Nebraska, its affiliated organizations, officers and executives, administrators, employees, and volunteers shall be named as additional insureds under the Commercial General Liability insurance policy, the Automobile Liability policy, or any other policy required by this Agreement.

The insurance company or companies providing all such above listed insurance must be at least an A-, V rating size by Best's and authorized to do business in the State of Nebraska.

The certificate or certificates of insurance for the insurance coverages specified in this section shall be delivered to University of Nebraska at Omaha, Office of Business and Finance, Eppley Administration Building, Suite 209, 6001 Dodge Street, Omaha, NE 68182-0196 on or before the earlier of: thirty (30) days following execution of this Agreement; or seven (7) days prior to Licensee assuming operations under this Agreement. Each certificate shall state that UNO will receive thirty (30) days written notice from the insurer in the event of any policy modification, cancellation, or termination. The certificate or certificates for liability insurance shall indicate that the liability insurance is written on an "occurrence" form. "Claims made" policy forms are not acceptable.

In case of failure to deliver adequate or appropriate insurance, as described in this section, UNO shall have the right (i) to secure such policies of insurance or services as described above and hold Licensee responsible for the cost of said policies or services or (ii) terminate this Agreement.

UNO makes no representation that the limits or forms of coverage of insurance specified in the Agreement are adequate to cover Licensee's property or obligations under this Agreement.

12. **Representations, Warranties, and Covenants.**

a. UNO Representations. UNO represents, warrants, and covenants to Licensee that:

i. It has full power and authority to enter into this Agreement and to grant and convey to Licensee the rights set forth herein.

ii. All necessary approvals for the execution, delivery, and performance of this Agreement have been obtained, and this Agreement has been duly executed and delivered by UNO and constitutes the legal and binding obligation of UNO enforceable in accordance with its terms.

iii. Except as otherwise provided in this Agreement, UNO has not entered into, and during the Term will not enter into (A) other agreements which would prevent it from complying with the provisions of this Agreement, or (B) any agreement granting beverage rights that are inconsistent with the rights granted by it to Licensee pursuant to this Agreement, including any agreements with licensing agents, concessionaires or third party food service operators, vending companies, or other entities which sell or distribute Beverages. Subject to the exceptions in section 7, UNO will require third parties (e.g., concessionaires, third-party food service operators, vending companies, licensing agents), to the extent UNO has authority or control, to comply with the relevant provisions of this Agreement.

iv. UNO has the right to license the UNO Marks to Licensee.

b. Licensee Representations. Licensee represents, warrants, and covenants to UNO that:

i. It has the full power and authority to enter into and perform this Agreement.

ii. It has obtained all necessary approvals for the execution, delivery and performance of this Agreement. It has duly executed and delivered this Agreement, which now constitutes its legal and binding obligation enforceable in accordance with its terms.

iii. It has not entered into and during the Term will not enter into, any other agreements which would prevent it from fully complying with the provisions of this Agreement.

iv. It will require compliance with the relevant provisions of this Agreement by any Supplier.

13. **Incorporation of RFP; Standard Terms and Conditions.** Unless this Agreement provides to the contrary, the RFP and Proposal are incorporated herein by this reference, and are included as part of this

Agreement. Any references in the RFP's standard terms and conditions to the "lowest responsible bidder," "bidder," or "supplier" shall have the same meaning as the term "Licensee" in this Agreement.

14. **Board of Regents Reporting.** This Agreement shall be approved by the Board of Regents of the University of Nebraska.

15. **Miscellaneous.**

a. Assignment. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

b. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

d. Independent Contractor. The parties to this Agreement are independent contractors and each shall be solely responsible for maintenance and payment of any and all applicable taxes, insurance, social security deductions and the like that may be required by federal, state, or local law with respect to any sums paid under this Agreement. Licensee is not the UNO's agent or representative and has no authority to bind or commit the UNO to any agreements or other obligations.

e. Work Status Verification. Licensee and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

f. Force Majeure. Neither party shall be deemed to be in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement (except the payment of money) is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, energy shortages or outages, strikes or labor disputes, fires, floods, inclement weather, epidemics, pandemics, acts of God, war, terrorism, civil disturbances or acts of civil or military authorities.

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

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

i. Severability. The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

j. Nondiscrimination. Neither Licensee nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex,

disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

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

l. Conflict of Interest. Licensee shall certify, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to the Agreement or provide to UNO a disclosure statement that describes all relevant information concerning any potential conflict of interest under the Agreement. In the event the potential conflict of interest cannot be resolved, UNO may declare the Agreement void and of no further force or effect and UNO shall have no further obligations under the Agreement.

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

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

o. Waiver. A waiver of any term or provision of this Agreement by UNO shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

p. No Personal Liability. No regent, official, officer, employee, agent, or student of UNO shall be personally liable or responsible for any representation, statement, covenant, warranty, or obligation contained in, or made in connection with, this Agreement, express or implied.

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

r. Electronic Signatures. This Agreement and any other documents to be delivered in connection herewith may be electronically signed. 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.

[Signature page to follow]

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

Board of Regents of the University of Nebraska

Licensee

Signature: 

Signature: 

Printed Name: Robert M. Schafer

Printed Name: ZACHARY WIGGINTON

Date: 7/25/2024

Date: 07/25/2024 | 14:03 PDT

Title: Chairman, Board of Regents of the University of Nebraska

Title: Director - Foodservice On Premise

Attest:  07/25/2024 | 23:45 CDT
Stacia Palser, Corporation Secretary

Notices to UNO shall be sent to:

Notices to Licensee shall be sent to:

Denise Kjeldgaard, UNO Auxiliary Services
6203 S University Dr Rd N 216F MBSC
Omaha, NE 68182
dkjeldgaard@unomaha.edu
402-554-3923

Zachary Wigginton
Food Service on Premise
5415 Dayton St.
Omaha, NE 68117
zwigginton@chesterman.com
402-738-2883

With copy to:

With copy to (optional):

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

Exhibit A (Approved Vending Beverages)

20oz Carbonated Soft Drink
20oz Dasani
20oz Smartwater
20oz Vitaminwater
20oz Powerade
18.5oz Gold Peak
16oz BodyArmor
16oz Monster
16oz Monster Reign
15oz Monster Java
14oz Fairlife Milk
13.7oz Dunkin
14oz Core Power
12oz Monster Reign Storm
12oz Minute Maid Juices
12oz Topo Chico Sabores

Exhibit B (Healthier Approved Vending Beverages)

Dasani Water	20oz PET
Powerade	20oz PET
Smartwater	20oz PET
Gold Peak Tea	18.5oz PET
Minute Maid Juices	12oz PET
Monster Reign Storm	12oz Can
Vitaminwater	20oz PET
BodyArmor	16oz PET
Topo Chico	12oz Can
Fairlife Milk	14oz PET
Core Power/Core Power Elite	14oz PET

Exhibit C (Non-Vending Beverage Cost to UNO)

Non-Vending Beverage Cost to UNO - excluding Campus Foodservice Provider. Campus Foodservice pricing will be governed by existing agreement between the concessionaire and Coca-Cola North America.

Bottle/Can Product	Size	Package	Price	Price per Unit
Sparkling Soda	20oz PET	24 pk	\$28.29	\$1.18
Sparkling Soda	12oz Can	24 pk	\$10.99	\$0.46
Dasani Water	20oz PET	24 pk	\$15.62	\$0.65
Dasani Water	16.9oz PET	24 pk	\$8.33	\$0.35
Dasani Water	12oz PET	24 pk	\$17.07	\$0.71
Powerade	20oz PET	24 pk	\$28.80	\$1.20
Smartwater	20oz PET	24 pk	\$35.77	\$1.49
Smartwater	1 Liter PET	12 pk	\$22.58	\$1.88
Gold Peak Tea	18.5oz PET	12 pk	\$17.30	\$1.44
Monster Energy	16oz Can	24 pk	\$40.06	\$1.67
Monster Reign Energy	16oz Can	12 pk	\$20.03	\$1.67
Minute Maid Juices	12oz PET	24 pk	\$29.99	\$1.25
Vitamin Water	20oz PET	12 pk	\$17.80	\$1.48
Body Armor	16oz PET	12 pk	\$19.13	\$1.59
Topo Chico	12oz Can	24 pk	\$25.92	\$1.08
Fairlife Milk	14oz PET	12 pk	\$21.57	\$1.80
Core Power	14oz PET	12 pk	\$32.43	\$2.70
Monster Java	15oz Can	12 pk	\$23.76	\$1.98
Dunkin	13.7oz PET	12 pk	\$23.56	\$1.96
Monster Reign Storm	12oz Can	12 pk	\$16.20	\$1.35

Post Mix Pricing

Package	Price
2.5 Gallon Bag in Box	21.98 per Gallon
5.0 Gallon Bag in Box	21.08 per Gallon

The Non-Vending Beverage Cost to UNO shall be effective on the Effective Date and continue in effect through June 30, 2025. On July 1 of each Year thereafter, Licensee may increase the Non-Vending Beverage Cost to UNO of the bottles and cans it offers and sells to UNO by no more than five percent (5%) annually. This excludes any Coca-Cola North America nationally contracted concessionaire pricing and pricing schedules as those will be governed by any existing agreement between Coca-Cola North America and the respective concessionaire.

Post Mix Pricing will increase commensurately with Coca-Cola North America's Foodservice Trade Letter.

Exhibit D (Approved Vending Locations)

Mutually defined by University and Licensee – TBD based on University site survey

Exhibit E (Sports Drink Sideline Cooler Kit)

1. The Sports Drink Sideline Cooler Kit shall consist of the following:
 - a. Six (6) ten (10)-gallon coolers;
 - b. Four (4) seven (7)-gallon coolers;
 - c. Two (2) three (3)-gallon coolers;
 - d. Three (3) forty-eight (48)-quart ice chests;
 - e. Eight (8) squeeze-bottle carriers;
 - f. Fifteen (15) cases of six (6)-gallon Sports Drink powder;
 - g. Two hundred (200) thirty-two (32)-ounce squeeze bottles;
 - h. Five (5) cases (2,500 cups per case) of eight (8)-ounce cups; and
 - i. Seventy-two (72)towels.

Exhibit F (Preventative Maintenance Program)

Preventative maintenance: Approved Vending Machines Coca-Cola full-service vending machines will be filled on a weekly basis. During those visits, Licensee's full-service fulfillment drivers and sales associates will perform the requisite preventative maintenance actions by wiping and cleaning all necessary parts of the vender, as necessary, to keep it in service and to maintain professional and clean appearance. If a Licensee's employee(s), during the weekly visits, notices that a vender needs a service technician, the Licensee will notify Licensee's service department to dispatch and perform the applicable repairs. Licensee will keep a detailed log of all equipment repairs, and at its discretion and in conjunction with UNO, replace any consistently service-prone Approved Vending Machines, if any.


Certificate Of Completion

Envelope Id: 5F5BC4B094F24F5AA03AD99CA7DC355B	Status: Completed
Subject: Complete with DocuSign: CONTRACT Chesterman Co. and UNO Beverage Rights Licensing Agreement FIN...	
Source Envelope:	
Document Pages: 31	Signatures: 2
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Megan Haberman
Time Zone: (UTC-06:00) Central Time (US & Canada)	1400 R St.
	Lincoln, NE 68588
	MHABERMAN@NEBRASKA.EDU
	IP Address: 129.93.161.221


Record Tracking

Status: Original	Holder: Megan Haberman	Location: DocuSign
7/25/2024 3:50:25 PM	MHABERMAN@NEBRASKA.EDU	

Signer Events

Signer Events	Signature	Timestamp
ZACHARY WIGGINTON zwigginton@chesterman.com Director - Foodservice On Premise Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 72.206.118.225	Sent: 7/25/2024 3:57:13 PM Viewed: 7/25/2024 4:02:12 PM Signed: 7/25/2024 4:03:49 PM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2024 4:02:12 PM
ID: bc44e39e-73d6-4864-ad70-b613215bd81c

Stacia Palser sipalser@nebraska.edu VP & General Counsel, University of Nebraska System Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 94.107.197.130 Signed using mobile	Sent: 7/25/2024 4:03:51 PM Viewed: 7/25/2024 11:45:05 PM Signed: 7/25/2024 11:45:39 PM
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Electronic Record and Signature Disclosure:
Accepted: 7/25/2024 11:45:05 PM
ID: 2ee765f0-6c52-4a76-b28a-90ed74713fb3

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Doug Carlson dougcarlson@nebraska.edu AVP & Director of University Services University of Nebraska Security Level: Email, Account Authentication (Optional)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 7/25/2024 11:45:40 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Chris Kabourek ckabourek@nebraska.edu Interim President University of Nebraska Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 7/25/2024 11:45:41 PM
<p>Donald Neal donaldneal@unomaha.edu AVC and Chief Financial Str, Bus & Finance Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 7/25/2024 11:45:41 PM Viewed: 7/26/2024 4:08:39 AM
<p>Jo Li joli@unomaha.edu Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 7/25/2024 11:45:42 PM
<p>Adrian Dowell adriandowell@omavs.com Vice Chancellor / Director of Athletics Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/11/2024 12:07:12 PM ID: b690384c-d999-470e-9278-50ac354f8c31</p>	COPIED	Sent: 7/25/2024 11:45:43 PM Viewed: 7/26/2024 9:03:27 AM
<p>Vanessa Zimmer VZIMMER@NEBRASKA.EDU University of Nebraska Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 7/25/2024 11:45:44 PM
<p>Carol Kirchner ckirchner@unomaha.edu Vice Chancellor for Business & Finance University of Nebraska at Omaha Security Level: Email, Account Authentication (Optional)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 7/25/2024 11:45:45 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/25/2024 3:57:14 PM
Envelope Updated	Security Checked	7/25/2024 3:59:37 PM
Certified Delivered	Security Checked	7/25/2024 11:45:05 PM
Signing Complete	Security Checked	7/25/2024 11:45:39 PM
Completed	Security Checked	7/25/2024 11:45:45 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.



BOARD OF REGENTS AGENDA ITEM SUMMARY

Business and Finance

August 8, 2024

AGENDA ITEM: Report of Bids and Contracts

Review

Review + Action

Action

Discussion

This is a report required by Regents' policy.

PRESENTERS: Chris J. Kabourek, Senior VP | CFO

PURPOSE & KEY POINTS

The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended May 31, 2024.

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 April 1, 2024– May 31, 2024
 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
Consultant	UNL	Memorial Stadium Improvement Project	Campus Funds	\$9,895,802	\$7,561,157	HDR Architecture, Inc	A/E Amendment***
Construction	UNL	Westbrook Music Building (C058) LB384 Replacement	LB384	\$63,064,241	\$11,742,917	Hausmann Construction, Inc.	CMR GMP**
Construction	UNMC	Ice Rink Canopy	Donor/UNM C F&A	\$2,657,874	\$2,083,330	Meyers Carlisle Leapley Construction	CMR Selection Process
Construction	UNMC	LTC Elevator Replacement	LB384	\$3,447,618	\$2,158,567	JE Dunn	CMR Selection Process
Contract	UNL	Sandhills Global Youth Complex – UNL Practice Fields	Athletic Funds	\$2,800,000	\$2,800,000	Lincoln Youth Complex	Lease

*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

August 8, 2024

AGENDA ITEM: Report on Project Evaluation Board Pool

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

This is a report required by Regents' policy.

PRESENTERS: Doug Carlson, AVP & Director of University Services

PURPOSE AND KEY POINTS

The University of Nebraska wishes to extend service of previously approved Project Evaluation Board Pool members and to appoint new members from within and outside the University to serve in the Project Evaluation Board Pool.

External Members

Albert Macchietto, architect
John Badami, architect
Shawn Coyle, architect
Sheila Barnwell, architect
Doug Bisson, architect/planner
Patricia Birch, architect
Michael Brady, engineer
Kevin Clark, architect
Shawn Diederich, engineer
Joe Bine, engineer
Greg Smith, architect
Martin Kasl, engineer
Vishal Khanna, engineer
George Morrissey, engineer
Toby Samuelson, engineer
Curt Witzenburg, architect
Doug Alvine, engineer
Eric Sherman, engineer

Internal Members

Jeffrey Day or College of Architecture designee
Brandon Kreiling or College of Engineering designee
Brad Muehling, NU architect
Alan Wedige, NU architect/planner
Gale Warren, NU interior designer
Kelly Johnson, UNMC engineer
Lindsay Neemann, UNMC planner/architect
Nate Adams, UNMC architect
Adam Schlotthauer, NU engineer
Larry Morgan, UNO engineer

BACKGROUND INFORMATION

Project Evaluation Board Pool members were last reported to the Board of Regents in April, 2020.

Lincoln, Nebraska
June 20, 2024

The Board of Regents of the University of Nebraska met on June 20, 2024, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advanced publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 309).

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 June 13, 2024.

Regents present:

Timothy Clare
Paul Kenney, Vice Chair
Robert Schafer, Chair
Jim Scheer
Jack Stark
Barbara Weitz
Kathy Wilmot
Sam Schroeder, University of Nebraska at Kearney
Elizabeth Herbin, University of Nebraska-Lincoln
Pranita Devaraju, University of Nebraska Medical Center

Regents absent:

Elizabeth O'Connor
Ishani Adidam, University of Nebraska at Omaha

University officials present:

Christopher J. Kabourek, Interim President
Jeffrey P. Gold, Executive Vice President and Provost; and
Chancellor, University of Nebraska Medical Center
Stacia L. Palser, Interim Corporation Secretary; and Vice President and General Counsel
Rodney D. Bennett, Chancellor, University of Nebraska-Lincoln
Joanne Li, Chancellor, University of Nebraska at Omaha
Charlie Bicak, Interim Chancellor, University of Nebraska at Kearney
Michael J. Boehm, Vice President for Agriculture and Natural Resources

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. Attendance is indicated above.

Chair Schafer announced the location of the Open Meetings Act in the Boardroom.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON APRIL 19, 2024 AND APRIL 26, 2024

Motion Moved by Kenney and seconded by Wilmot to approve the minutes and ratify the actions of the meetings on April 19, 2024 and April 26, 2024.

Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Kenney, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.

IV. PRESENTATIONS

None.

V. KUDOS

Regent Wilmot presented a KUDOS award to Eileen Jahn, Honors Program Outreach Coordinator at the University of Nebraska at Kearney.

Regent Scheer presented a KUDOS award to the Nebraska Vet Diagnostic Center at the University of Nebraska-Lincoln.

Regent Stark presented a KUDOS award to Jacqueline Pavlik, Research Operations Administrator in the Department of Surgery at the University of Nebraska Medical Center.

Regent Weitz presented a KUDOS award to Chris Lode, Assistant to Dr. Rich Klein Vice Chancellor of Institutional Effectiveness and Student Success, and Assistant to Dr. Cathy Pettid Associate Vice Chancellor and Dean of Students at the University of Nebraska at Omaha.

VI. RESOLUTIONS

Regent Clare presented the following resolution:

WHEREAS, Jayne Sutton is retiring at the end of June after 38 years as Executive Assistant to the President of the University of Nebraska; and

WHEREAS, Jayne has worked with eight different presidents, each with their own unique leadership style and – although Jayne, ever the diplomat, would never describe it this way – each with their own special “quirks;” and

WHEREAS, Jayne, a lifelong Nebraskan and lifelong public servant, previously spent four years in the Nebraska Governor’s Office; and

WHEREAS, Jayne is a model of true professionalism, setting the example for how staff in Varner Hall should conduct themselves in representing the President; and

WHEREAS, Jayne is a master juggler and puzzler, somehow taking infinite requests for meetings and engagements for the President and making it all work in the daily calendar,

with such efficiency that it would be easy to be fooled into thinking it was easy, when in fact without someone with Jayne’s attention to detail, speed and quality, the President would quite literally be lost; and

WHEREAS, under Jayne’s leadership, Varner Hall is a place where every guest, no matter who they are, is greeted warmly, offered water or coffee, treated with the highest respect and comes away having had a positive experience with the President’s team; and

WHEREAS, “Mimi” Jayne is in high demand among five grandchildren who have specifically requested that she visit them for “100 days after she’s done working”...

NOW, THEREFORE BE IT RESOLVED, that the Board of Regents thanks Jayne Sutton for her decades of leadership and service to the University of Nebraska and the entire State, and wishes her, Mark and their family all the best as they enjoy a well-deserved retirement.

Resolutions Adopted There being no objection, the above resolutions were approved and adopted by the general consent of the Board.

VII. HEARINGS

None.

VIII. PRESIDENT’S REMARKS

Interim President Kabourek shared highlights from his time serving the University as Interim President.

IX. PUBLIC COMMENT

None.

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Scheer and seconded by Kenney to approve all Consent items.

A. ACADEMIC AFFAIRS

X-A-1 President’s Personnel Recommendations.

X-A-2 Approve the academic program reviews report required by the Nebraska Coordinating Commission for Postsecondary Education (CCPE) and approve forwarding the program review reports to the CCPE.

X-A-3 Approve the in-depth reports required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (CCPE) and approve forwarding the in-depth reports and action plans to the CCPE.

Action Student Opinion: Voting Aye: Herbin, Schroeder, and Devaraju. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

Motion Moved by Stark and seconded by Weitz to reorder agenda to consider items XI-C-1 and XI-C-2 at the beginning of the Administrative Agenda.

Action Student Opinion: Voting Aye: Schroeder, Devaraju and Herbin. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

C. EXECUTIVE

Motion Moved by Kenney and seconded by Scheer to approve item XI-C-1.

XI-C-1 Approve the Contract of Employment and First Amended and Restated Deferred Compensation Agreement for Jeffrey P. Gold, M.D., as President of the University of Nebraska.

Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and Schafer. Motion carried.

Motion Moved by Wilmot and seconded by Scheer to approve item XI-C-2.

XI-C-2 Approve amendments to Board of Regents Policy RP-5.3.1 relating to denial of transcripts.

Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, Schafer, and Scheer. Motion carried.

A. ACADEMIC AFFAIRS

Motion Moved by Stark and seconded by Clare to approve item XI-A-1.

XI-A-1 Approve the elimination of the Master of Arts (MA) in Mathematics program administered by the Department of Mathematics in the College of Arts and Sciences at UNL.

Action Student Opinion: Voting Aye: Herbin, Schroeder, and Devaraju. Voting Aye: Weitz, Wilmot, Clare, Kenney, Schafer, Scheer, and Stark. Motion carried.

Motion Moved by Clare and seconded by Kenney to approve item XI-A-2.

XI-A-2 Approve the elimination of the US Legal Studies LLM in the College of Law at UNL.

Action Student Opinion: Voting Aye: Schroeder, Devaraju and Herbin. Voting Aye: Wilmot, Clare, Kenney, Schafer, Scheer, Stark, and Weitz. Motion carried.

Motion Moved by Wilmot and seconded by Scheer to approve item XI-A-3.

- XI-A-3 Approve the elimination of the Master of Science for Teachers in Mathematics (MScT) in the Department of Mathematics in the College of Arts and Sciences at UNL.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Clare, Kenney, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.
- Motion Moved by Kenney and seconded by Wilmot to approve item XI-A-4.
- XI-A-4 Approve the establishment of a new undergraduate major in Business Analytics (granted as a BS in Business Administration) administered by the Department of Supply Chain Management and Analytics in the College of Business at UNL.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Kenney, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.
- Motion Moved by Stark and seconded by Wilmot to approve item XI-A-5.
- XI-A-5 Approve the transition of the Graduate Certificate in Applied Behavioral Analysis (ABA) administered by the Department of Psychology in the College of Arts and Sciences at UNO.
- Action Student Opinion: Voting Aye: Herbin, Schroeder, and Devaraju. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.
- Motion Moved by Scheer and seconded by Wilmot to approve item XI-A-6.
- XI-A-6 Approve establishment of a new Bachelor of Science in Pharmaceutical Sciences (BSPS) in the College of Pharmacy at UNMC.
- Action Student Opinion: Voting Aye: Schroeder, Devaraju and Herbin. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.
- B. BUSINESS AND FINANCE**
- Motion Moved by Kenney and seconded by Clare to approve items XI-B-1 through XI-B-4.
- XI-B-1 Approve the Fund B, University Program and Facilities Fee (UPFF) 2024-25 Allocation for UNK.
- XI-B-2 Approve the Fund B, University Program and Facilities Fee (UPFF) 2024-25 Allocation for UNL.
- XI-B-3 Approve the Fund B, University Program and Facilities Fee (UPFF) 2024-25 Allocation for UNMC.
- XI-B-4 Approve the Fund B, University Program and Facilities Fee (UPFF) 2024-25 Allocation for UNO.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and Schafer. Motion carried.

- Motion Moved by Clare and seconded by Schroeder to approve items XI-B-5 through XI-B-6.
- XI-B-5 Approve the FY2024-25 Operating Budget and 2024-25 tuition rates for the University of Nebraska System.
- XI-B-6 Approve the FY2024-25 Operating Budget and 2024-25 tuition rates for the Nebraska College of Technical Agriculture.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Stark, Weitz, Clare, Kenney, and Scheer. Voting Nay: Wilmot and Schafer. Motion carried.
- Motion Moved by Clare and seconded by Schroeder to approve item XI-B-7.
- XI-B-7 Approve the renewal of the FM Global Property Insurance policy for the period July 1, 2024 to July 1, 2025.
- Action Student Opinion: Voting Aye: Herbin, Schroeder, and Devaraju. Voting Aye: Weitz, Wilmot, Clare, Kenney, Schafer, Scheer, and Stark. Motion carried.
- Motion Moved by Scheer and seconded by Kenney to approve item XI-B-8.
- XI-B-8 Approve and authorize execution of a new Cellular Neutral Host Distributed Antenna System (DAS) for Memorial Stadium.
- Action Student Opinion: Voting Aye: Schroeder, Devaraju and Herbin. Voting Aye: Clare, Kenney, Schafer, and Scheer. Abstain: Wilmot. Not Voting: Stark and Weitz. Motion carried.
- Motion Moved by Scheer and seconded by Wilmot to approve item XI-B-9.
- XI-B-9 Approve and authorize execution of outside food service vendor to be utilized in Nebraska Athletics' new performance nutrition facility in the Osborne Legacy Complex.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Clare, Kenney, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.
- Motion Moved by Stark and seconded by Schroeder to approve item XI-B-10.
- XI-B-10 Approve and authorize execution of Ground Lease for development of row housing on real property currently designated as Parking Lot 64 at UNMC.
- Action Student Opinion: Voting Aye: Devaraju, Herbin, and Schroeder. Voting Aye: Kenney, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.
- Motion Moved by Kenney and seconded by Clare to approve item XI-B-11.
- XI-B-11 Approve and authorize execution of Change Order #1 for the construction agreement with Valley Corporation for the Saddle Creek Public Improvements project at UNMC.
- Action Student Opinion: Voting Aye: Herbin, Schroeder, and Devaraju. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

- Motion Moved by Scheer and seconded by Stark to approve item XI-B-12.
- XI-B-12 Approve and authorize disposal of The International House, 428 South 38th Street, Omaha, Nebraska.
- Action Student Opinion: Voting Aye: Schroeder, Devaraju and Herbin. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.

D. REPORTS

- XI-D-1 Report on establishment of new expedited Graduate Certificate in English Dual Enrollment in the College of Arts and Sciences at UNO.
- XI-D-2 Report on establishment of new expedited Graduate Certificate in Geographic Education in the College of Arts and Sciences at UNO.
- XI-D-3 Report on establishment of new expedited Graduate Certificate in Internal Audit, Fraud, and Control (IAFC) administered by the School of Accounting in the College of Business Administration at UNO.
- XI-D-4 Report on renaming the Bachelor of Arts (BA) in Foreign Language and Literature to World Languages and Literature at UNO.
- XI-D-5 Report on renaming the Center for Patient, Family and Community Engagement in Chronic Care Management (CENTRIC) to the Center for Chronic Illness Self-Management and Prevention (CRISP) administered by the College of Nursing at UNMC.
- XI-D-6 Annual Program Monitoring Reports.
- XI-D-7 Report on Student, Laboratory, and Miscellaneous Fees for Academic Year 2024-2025.
- XI-D-8 Quarterly Personnel Reports for Q1: January, February, and March 2024.
- XI-D-9 Report on Spring 2024 Enrollment.
- XI-D-10 Report on Five-Year Strategy Accountability Measures.
- XI-D-11 Current List of Graduate Professional Post-Baccalaureate Programs.
- XI-D-12 Report on contract between Nebraska Athletics and Teamworks Innovations.
- XI-D-13 Report on naming of Constance M. Ryan Wellness Innovation (WIN) Lab at UNMC.
- XI-D-14 Review of Microsoft Active Directory and Microsoft 365 Tenant Consolidation Project.
- XI-D-15 Report on Bids and Contracts.
- XI-D-16 Quarterly Report on Gifts, Grants, Contracts, and Bequests.
- XI-D-17 Quarterly Report on Capital Projects.

XI-D-18 Report on Six-Year Capital Planning Plan.

XI-D-19 Report on revisions to rules and regulations for faculty and student self-government organizations: UNMC McGoogan Health Sciences Library faculty bylaws.

XII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Schafer at 11:39 a.m.

Respectfully submitted,

Stacia L. Palser
Interim Corporation Secretary

Robert M. Schafer
Chair of the Board



NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 20, 2024 at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

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

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

Dated: June 13, 2024

Stacia L. Palser, Interim Corporation Secretary
Board of Regents of the University of Nebraska



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