

**UNIVERSITY OF NEBRASKA BOARD OF REGENTS  
BOARD OF REGENTS MEETING ITINERARY**

**FRIDAY, MARCH 11, 2011**

- 9:00 a.m. BUSINESS AFFAIRS COMMITTEE  
Topic: Universitywide Budget Strategies *[30 minutes]*  
Presenter: Chris Kabourek, Assistant Vice President for Business and Finance and Director of Budget
- Topic: Status Report on Fire and Safety *[15 minutes]*  
Presenter: Rebecca Koller, Assistant Vice President for Business and Finance and Director of Facilities Management
- 9:45 a.m. (approximate) Break
- 10:00 a.m. (approximate) ACADEMIC AFFAIRS COMMITTEE  
Strategic Framework Report  
Topic: Research [4-a-i] *[60 minutes]*  
Presenters: Richard Hoffmann, Associate Vice President for Academic Affairs and Research  
Prem Paul, Vice Chancellor for Research and Economic Development, UNL  
Tom Rosenquist, Vice Chancellor for Research, UNMC  
Scott Snyder, Associate Vice Chancellor for Research, UNO  
Kenya Taylor, Dean, Graduate Studies and Research, UNK
- Topic: Outlook for Federal Funding *[20 minutes]*  
Presenter: Matt Hammons, Director of Federal Government Relations
- Topic: Committee on Institutional Cooperation *[30 minutes]*  
Presenter: Ellen Weissinger, Interim Senior Vice Chancellor for Academic Affairs, UNL
- Noon (approximate) Lunch
- 12:30 p.m. **Board of Regents Meeting**

**AGENDA**  
**THE BOARD OF REGENTS**  
**OF THE UNIVERSITY OF NEBRASKA**  
**Varner Hall**  
**3835 Holdrege Street**  
**Lincoln, Nebraska 68583**  
**Friday, March 11, 2011**  
**12:30 p.m.**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON JANUARY 28, 2011

IV. KUDOS

*Valerie Gunderson, UNeMed Business Manager, University of Nebraska Medical Center*  
*Jeanne Schultz, Library Cataloging Associate, University of Nebraska at Kearney*  
*Peggy Jeffries, Administrative Support Associate, 4-H Youth Development, University of Nebraska-Lincoln*  
*Nanette Rowe, Staff Assistant, Mechanical Engineering, University of Nebraska-Lincoln*  
*James Freeman, Director, Multicultural Affairs, University of Nebraska at Omaha*  
*Jeanne Holdren, Assistant Corporation Secretary, University of Nebraska Administration*

V. PUBLIC COMMENT

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

VI. RESOLUTIONS

- A. *Remembrance and a moment of silence in honor of Dr. Rubens Pamies*
- B. *Recognition for Regent Michael Crabb, University of Nebraska at Omaha*
- C. *Recognition for Regent Justin Solomon, University of Nebraska-Lincoln*
- D. *Recognition for Regent Nathan Summerfield, University of Nebraska at Kearney*
- E. *Recognition for Dr. Donal J. Burns, Corporation Secretary*

VII. HEARINGS

VIII. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

- 1. President's Personnel Recommendations Addendum VIII-A-1

B. BUSINESS AFFAIRS

- 1. Approve a change in Board of Regents Purchasing Policy 6.2.1 to permit the use of competitive reverse auctions for purchases of goods and services Addendum VIII-B-1
- 2. Approve the Land Exchange Agreement between UNL and the City of Lincoln associated with the 10<sup>th</sup> Street and Salt Creek Roadway Project Addendum VIII-B-2

Additional Item – Nebraska College of Technical Agriculture (NCTA)

- 3. Approve the acceptance of grants related to a Biomass Facility at the University of Nebraska College of Technical Agriculture Addendum VIII-B-3

IX. UNIVERSITY ADMINISTRATIVE AGENDA

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve amendments to the current Collective Bargaining Agreement between the Board of Regents and the American Association of University Professors (UNO/AAUP) for the 2011-2013 biennium Addendum IX-B-1
2. Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute Addendum IX-B-2
3. Approve naming of the “Robert B. Daugherty Water for Food Institute” Addendum IX-B-3
4. Approve the bill of sale between the Board of Regents of the University of Nebraska and the Nebraska Innovation Campus Development Corporation (NICDC) for the transfer of the 4-H building located on the grounds at the Nebraska Innovation Campus Addendum IX-B-4

University of Nebraska-Lincoln

5. Approve the selection of Sinclair Hille Architects to provide design services for Devaney Sports Center Improvements at the University of Nebraska-Lincoln Addendum IX-B-5
6. Approve the Revised Budget and Scope for the East Stadium Improvements at the University of Nebraska-Lincoln Addendum IX-B-6
7. Approve the Central Lincoln Reliability Project Agreement between Lincoln Electric System and the University of Nebraska-Lincoln Addendum IX-B-7
8. Approve the Program Statement and Budget for the Life Sciences Annex Phase II (North Wing) Renovation at the University of Nebraska-Lincoln Addendum IX-B-8
9. Approve a Change Order in an amount of \$348,712 to the construction contract for the Life Sciences Annex Phase I (West Wing) Project at the University of Nebraska-Lincoln Addendum IX-B-9

University of Nebraska Medical Center

10. Approve the Program Statement for the renovation of the Eppley Cancer Institute building on the campus of the University of Nebraska Medical Center in Omaha and associated project budget Addendum IX-B-10

University of Nebraska at Omaha

11. Approve the form of a license agreement which will be used to grant pouring and vending rights on the University of Nebraska at Omaha campus and authorize the President to execute the final agreement Addendum IX-B-11
12. Approve the selection of Holland Basham Architects to provide architectural design services for the Community Engagement Center at the University of Nebraska at Omaha Addendum IX-B-12

Additional Item – University of Nebraska

13. Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association (UNKEA) for the 2011-2013 biennium Addendum IX-B-13

C. FOR INFORMATION ONLY

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

D. REPORTS

1. Quarterly Personnel report (October, November, and December 2010)  
Addendum IX-D-1
2. Spring Student Credit Hour and Summary Enrollment reports Addendum IX-D-2
3. Status Report on Fire Safety and Protection Addendum IX-D-3
4. Quarterly Status Report of Six-Year Capital Plan and Capital Construction  
Report Addendum IX-D-4
5. Status of Capital Projects Addendum IX-D-5
6. Report of Bids and Contracts Addendum IX-D-6
7. Semi-Annual Report of Licenses Addendum IX-D-7
8. Report of Gifts, Grants & Contracts Addendum IX-D-8
9. Acquisition of Property at 4502 Leavenworth Street, Omaha Addendum IX-D-9
10. Two-Year Master Consulting Services Agreement between UNL and Gallup  
Addendum IX-D-10
11. Fourth Amendment to Lease agreement between UNL and American Nebraska  
Limited Partnership Addendum IX-D-11
12. Agreement between UNL and Airport Authority of the City of Lincoln  
Addendum IX-D-12

X. ADDITIONAL BUSINESS

## **VIII. UNIVERSITY CONSENT AGENDA**

### **A. ACADEMIC AFFAIRS**

1. President's Personnel Recommendations Addendum VIII-A-1

### **B. BUSINESS AFFAIRS**

1. Approve a change in Board of Regents Purchasing Policy 6.2.1 to permit the use of competitive reverse auctions for purchases of goods and services  
Addendum VIII-B-1
2. Approve the Land Exchange Agreement between UNL and the City of Lincoln associated with the 10<sup>th</sup> Street and Salt Creek Roadway Project  
Addendum VIII-B-2

#### Additional Item – Nebraska College of Technical Agriculture (NCTA)

3. Approve the acceptance of grants related to a Biomass Facility at the University of Nebraska College of Technical Agriculture Addendum VIII-B-3

**University of Nebraska Medical Center**

New Appointment

Bradley E. Britigan, Dean (Special) and Stokes-Shackelford Chair of Medicine (Special), College of Medicine; Professor (Continuous), Internal Medicine; and Professor (Courtesy) Pathology and Microbiology; effective 07/01/11, \$350,000 FY (includes \$10,000 and \$50,000 annual administrative stipends for duties as Dean and Named Chair), 1.00 FTE.

Adjustment

David A. Crouse, Interim Vice Chancellor for Academic Affairs (Special); Interim Dean for Graduate Studies (Special), University of Nebraska Medical Center; Professor (Continuous), Genetics, Cell Biology and Anatomy; Professor (Courtesy), Radiology; and Professor (Courtesy), Radiation Oncology; effective 03/12/11, \$210,000 FY, 1.00 FTE. Add appointments of Interim Vice Chancellor for Academic Affairs and Interim Dean for Graduate Studies. Change FTE from 0.60 and salary from \$104,829.

**University of Nebraska-Lincoln**

Adjustment

Ellen Weissinger, Senior Vice Chancellor (Special) Academic Affairs, Professor (Continuous) Educational Psychology; add title of Senior Vice Chancellor and remove modified title of Interim Senior Vice Chancellor effective 03/15/11, \$270,000 FY, 1.00 FTE.

TO:	The Board of Regents	Addendum VIII-B-1
	Business Affairs	
MEETING DATE:	March 11, 2011	
SUBJECT:	Modify Board of Regents Purchasing Policy 6.2.1	
RECOMMENDED ACTION:	Approve a change in Board of Regents Purchasing Policy 6.2.1 to permit the use of competitive reverse auctions for purchases of goods and services.	
PREVIOUS ACTION:	None	
EXPLANATION:	<p>One of the recommendations made by the University-wide Procurement Business Efficiencies Task Force was to permit the use of competitive reverse auctions for the purchase of goods and services. A reverse auction is a type of auction in which the roles of buyers and sellers are reversed. In an ordinary auction (also known as a forward auction), buyers compete to obtain a good or service, and the price typically increases over time. In a reverse auction, sellers compete to obtain business and prices typically decrease over time.</p> <p>The change in the policy, as shown in the attached “as marked” version, is relatively minor. The former policy allowed on-line, but not web-based and other forms of this important tool. The inclusion of this additional purchasing method supports awarding contracts to the lowest, most responsible bidder.</p> <p>The policy has been reviewed by and is recommended for approval by the Business Affairs Committee.</p>	
PROJECT COST:	None	
ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance 1% Assessment	None None
SOURCE OF FUNDS:	N/A	
SPONSOR:	David Lechner Vice President for Business and Finance	
RECOMMENDED:	James B. Milliken, President University of Nebraska	
DATE:	January 28, 2011	

**RP-6.2 Property**  
**RP-6.2.1 Purchasing Policy**

6. Competitive Bidding

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

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



11) Such other information as may be secured having a bearing on the decision to award the contract.

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

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

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

e. Competitive bidding shall not be required for the following types of purchases:

1) Purchase of unique or non-competitive articles or services. Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. (See also Section 5.b requiring written justification for sole source purchases and approval of the same by the principal business officer);

2) Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services;

3) Purchases necessary in emergency situations;

4) Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent;

5) Purchases from (i) any purchasing cooperative or consortium of which the University or a major administrative unit thereof is a member, (ii) the U.S. Government or any agency or instrumentality thereof, (iii) the State of Nebraska or any agency or instrumentality thereof, (iv) a political subdivision of the State of Nebraska, (v) any governmental or public entity created by an interlocal cooperation agreement pursuant to the Nebraska Interlocal Cooperation Act, (vi) any private or public postsecondary educational institution, or (vii) any vendor pursuant a U.S. Government General Services Administration (GSA) pricing agreement; provided, however, under no circumstances shall the University be contractually obligated or liable for any purchase by another educational institution or governmental entity, or by any other member of a purchasing cooperative or consortium;

6) Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with Board of Regents Policy RP-6.3.7.

7) Purchases, buildings and other improvements costing less than one hundred fifty thousand dollars (\$150,000).

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

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

MEETING DATE: March 11, 2011

SUBJECT: Land Exchange Agreement between the University of Nebraska- Lincoln (UNL) and the City of Lincoln associated with the 10<sup>th</sup> Street and Salt Creek Roadway Project.

RECOMMENDED ACTION: Approve the Land Exchange Agreement between UNL and the City of Lincoln associated with the 10<sup>th</sup> Street and Salt Creek Roadway Project.

PREVIOUS ACTION: None

EXPLANATION: As part of the West Haymarket Redevelopment Project a new roadway and round-about at 10<sup>th</sup> Street and Salt Creek Roadway is proposed that will create a new west entrance into the UNL campus.

The project will affect a small portion of the UNL parking lot that is home to the Champions Club as well as a portion of 10<sup>th</sup> Street and Stadium Drive right-of-way owned by the City of Lincoln.

To accommodate the construction of the new roadway and round-about approximately 1,975 square feet of UNL 's parking lot (Tract No. 5) will transfer to the City of Lincoln in exchange for approximately 1,386 square feet of City right-of- way (Tract No.18) that will transfer to UNL. In addition, the City will pay for construction changes including a net increase in parking spaces (one). The land exchange areas are outlined on the attached map.

Approval of the Land Exchange Agreement will continue the positive collaboration between UNL and the City of Lincoln.

This agreement has been reviewed and approved as to form and content by the Office of the University General Counsel.

Members of the public and news media may obtain a copy of the agreement in the Office of the University Corporation Secretary, 3838 Holdrege Street, Lincoln, Nebraska 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except University holidays.

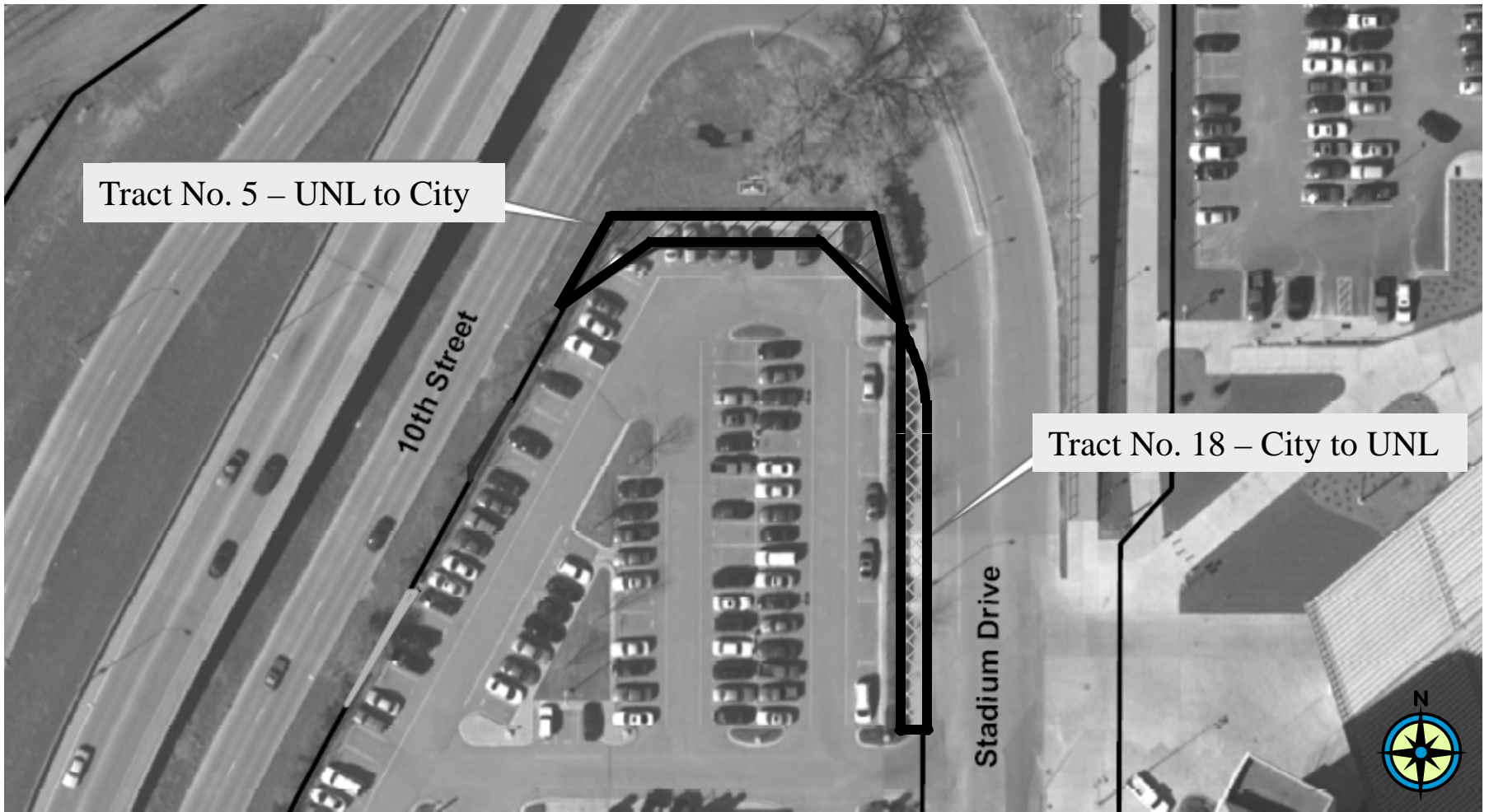
PROJECT COST: None

SOURCE OF FUNDS: None

SPONSOR: Christine A. Jackson  
Vice Chancellor for Business and Finance

RECOMMENDED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 16, 2011



Right-of-Way Land Exchange - Tracts No. 5 and 18  
Land Exchange Agreement between UNL and the City  
of Lincoln

TO: The Board of Regents  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Acceptance of grants related to a Biomass Facility at the Nebraska College of Technical Agriculture

RECOMMENDED ACTION: Approve the acceptance of grants related to a Biomass Facility at the University of Nebraska College of Technical Agriculture

PREVIOUS ACTION: None

EXPLANATION: The Nebraska College of Technical Agriculture has been awarded grants by both the Nebraska Energy Office and the Nebraska Environmental Trust to construct a biomass heating system at the Nebraska College of Technical Agriculture (NCTA). The Biomass Project will include a new boiler using wood chips as a fuel source and will be installed at the existing NCTA heating plant. The biomass heating system will connect to the existing steam heating system.

NCTA has also been awarded a grant from the 309 Committee to replace significant portions of the old and deteriorating steam distribution piping system as another part of the project. For this purpose, the LB309 Committee has awarded \$750,000 to NCTA. This grant comes at a critical juncture as the combination of these two projects allows the steam distribution piping replacement project be completed before or at the same time as the new Education Center project on campus which requires this additional capacity.

The cost of operating the biomass system is projected to be \$50,000 less than that of the current heating system. In addition, the program greatly benefits ranchers by increasing stocking rates on ranges by 20-50% through clearing red cedars.

PROJECT COST: \$1,530,700

ON-GOING FISCAL IMPACT: None - projected savings of \$50,000.

SOURCE OF FUNDS:

Nebraska Energy Office grant	\$ 400,000
Nebraska Environmental Trust grant	360,000
309 Funds	750,000
NCTA cash funds	<u>20,700</u>
Total estimated project cost	<u>\$1,530,000</u>

**SPONSORS:**

Weldon Sleight, Dean  
Nebraska College of Technical Agriculture

Alan R. Moeller, Assistant Vice Chancellor  
Institute of Agriculture and Natural Resources

Ronnie Green, Vice President for Agriculture and Natural Resources  
IANR Harlan Vice Chancellor

**APPROVAL:**

James B. Milliken  
President

**DATE:**

March 8, 2011

## **IX. UNIVERSITY ADMINISTRATIVE AGENDA**

### **B. BUSINESS AFFAIRS**

#### University of Nebraska

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2. Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute Addendum IX-B-2
3. Approve naming of the “Robert B. Daugherty Water for Food Institute” Addendum IX-B-3
4. Approve the bill of sale between the Board of Regents of the University of Nebraska and the Nebraska Innovation Campus Development Corporation (NICDC) for the transfer of the 4-H building located on the grounds at the Nebraska Innovation Campus Addendum IX-B-4

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Additional Item – University of Nebraska

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

MEETING DATE: March 11, 2011

SUBJECT: 2011-2013 University of Nebraska at Omaha Collective Bargaining Agreement

RECOMMENDED ACTION: Approve amendments to the current Collective Bargaining Agreement between the Board of Regents and the American Association of University Professors (UNO/AAUP) for the 2011-2013 biennium.

PREVIOUS ACTION: April 24, 2009 – The Board approved amendments to the Collective Bargaining Agreement between the Board and the American Association of University Professors (UNO/AAUP) for the 2009- 2011 biennium upon both parties reaching a settlement agreement.

EXPLANATION: The amendments to the Bargaining Agreement were made pursuant to Neb. Rev. Stat. " 81-1369 through 81-1390. and " 48-801 through 48-842. The key economic element of the agreement is a 1.1% salary increase in the first year of the contract and a 1.1% salary increase in the second year of the contract for the 2011-2013 biennium.

With the exception of changes (i.e., appropriate dates and minor language revisions), salaries were the only issue in reaching this agreement. Minor, non-substantive adjustments or corrections may be made in the final document prior to printing. These changes have been ratified by the members of the UNO/AAUP.

PROJECT COST:	Year 1	Year 2
	<u>2011</u>	<u>2012</u>
	\$390,810	\$395,109
	<u>56,667</u>	<u>57,291</u>
	<u>\$447,477</u>	<u>\$452,406</u>

(Costs represent only the bargaining unit costs)

SOURCE OF FUNDS: General Funds

SPONSORS: Ed Wimes  
Assistant Vice President and  
Director of Human Resources

John E. Christensen, Chancellor  
University of Nebraska at Omaha

RECOMMENDED: James B. Milliken  
President

DATE: February 18, 2011

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

MEETING DATE: March 11, 2011

SUBJECT: Buffett Early Childhood Institute

RECOMMENDED ACTION: Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute.

PREVIOUS ACTION: None.

EXPLANATION: The Buffett Early Childhood Institute will allow the University of Nebraska to coordinate and expand its efforts in early childhood to improve the quality of life for vulnerable children and their families. The gift will establish the Buffett Early Childhood Institute, a university-wide, multidisciplinary research, education, outreach and policy center that will help transform the approach to early childhood development and education in Nebraska and across the nation. Early childhood development and education is one of the six academic priorities of the Campaign for Nebraska.

The proposed agreement sets forth the terms and conditions whereby the University of Nebraska Foundation will make a gift in connection with the Buffett Early Childhood Institute. The agreement was approved as to form by the University of Nebraska General Counsel.

The Regents express, on behalf of the University of Nebraska, their deepest gratitude and appreciation to Susie Buffett, the Sherwood Foundation and the Buffett Early Childhood Fund for their generous and visionary support of this important initiative.

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

SPONSOR: Linda Pratt  
Executive Vice President and Provost

RECOMMENDED: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

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

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Naming of the Robert B. Daugherty Water for Food Institute

RECOMMENDED ACTION: Approve naming the Water for Food Institute the "Robert B. Daugherty Water for Food Institute"

PREVIOUS ACTION: September 10, 2010 - the Board of Regents approved an agreement with the University of Nebraska Foundation for acceptance of a gift in connection with the Water for Food Institute.

EXPLANATION: In recognition of the exceptionally generous gift made by the Robert B. Daugherty Charitable Foundation to fund the Water for Food Institute, it is proposed, subject to the conditions in the Gift Agreement, to name the institute as follows:

Robert B. Daugherty Water for Food Institute

The founding gift commitment from the Daugherty Charitable Foundation will create a multi-campus center for research, education and policy analysis relating to use of water for agriculture. Water for food is one of the top priorities identified by the University in its \$1.2 billion Campaign for Nebraska announced in October, 2009.

The Regents express, on behalf of the University of Nebraska, their deepest gratitude and appreciation to the Daugherty family and the Robert B. Daugherty Charitable Foundation for their generous and visionary support of this important initiative.

RECOMMENDED: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

TO: The Board of Regents Addendum IX-B-4

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Transfer of the 4-H Building located at the Nebraska Innovation Campus for purposes as authorized in Revised Nebraska Statutes § 2-113.

RECOMMENDED ACTION: Approve the bill of sale between the Board of Regents of the University of Nebraska and the Nebraska Innovation Campus Development Corporation (NICDC) for the transfer of the 4-H building located on the grounds at the Nebraska Innovation Campus.

PREVIOUS ACTIONS: December 2, 2010 – The Board of Regents authorized the President to execute, approve, and administratively process the Nebraska Innovation Campus Covenants, Conditions and Restrictions (CC&R's).

September 10, 2010 – The Board of Regents approved the Master Lease between the Board and the Nebraska Innovation Campus Development Corporation for the land to be formally designated the Nebraska Innovation Campus.

April 16, 2010 – The Board of Regents created and approved the appointment of Directors of a non-profit 501(c)(3) entity under the umbrella of the University Technology Development Corporation (UTDC) to assist the Board of Regents in the acquisition, financing, improvement and operation of the Nebraska Innovation Campus, and other related properties including the design, development, construction, marketing, managing, and leasing of Nebraska Innovation Campus.

December 9, 2009 – The Board of Regents approved the transfer of title of the Nebraska State Fairgrounds in Lancaster County from the State of Nebraska to the Board of Regents as provided by law.

November 20, 2009 – The Board of Regents approved the Master Plan and Business Plan for Innovation Campus and authorized the President to submit the same as required by law and provide a commitment for the President to provide an annual update of the plans on behalf of the University to complete the University's obligations under Revised Nebraska Statutes § 2-113(2) (Supp. 2009).

EXPLANATION: Approval of CC&R's allowed by the December Board action provided the focused implementation of the Master Plan recommended Site Design, Architecture and Infrastructure principles, frameworks, and character requirements for the land at NIC.

That action, along with the proposed action is the next step in the process to allow the Nebraska Innovation Campus Development Corporation (NICDC) to commence build out, operation and development of NIC in accordance with the NIC Business Plan and Master Plan.

Revised Nebraska Statutes § 2-113 authorized the transfer of real property and improvements consisting of the former Nebraska State Fairgrounds to the Board of Regents in connection with a master plan and business plan to carry out the master plan for the Innovation Campus, notwithstanding any other provision of law. The attached is a bill of sale between the University and the NICDC facilitates that transfer of the property known as the 4-H Building located at the Nebraska Innovation Campus.

SPONSOR:

Joel D. Pedersen  
Vice President and General Counsel

RECOMMENDED:

James B. Milliken, President  
University of Nebraska

DATE:

February 16, 2011

**BILL OF SALE**

This Bill of Sale is made as of the \_\_\_ day of March, 2011, by the Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska (“Grantor”), to the Nebraska Innovation Campus Development Corporation, a Nebraska corporation (“Grantee”).

Grantor hereby grants, sells and conveys to Grantee the following described property: The 4-H Building located on the grounds of the Nebraska Innovation Campus in the locations shown on Exhibit A attached hereto and made a part hereof.

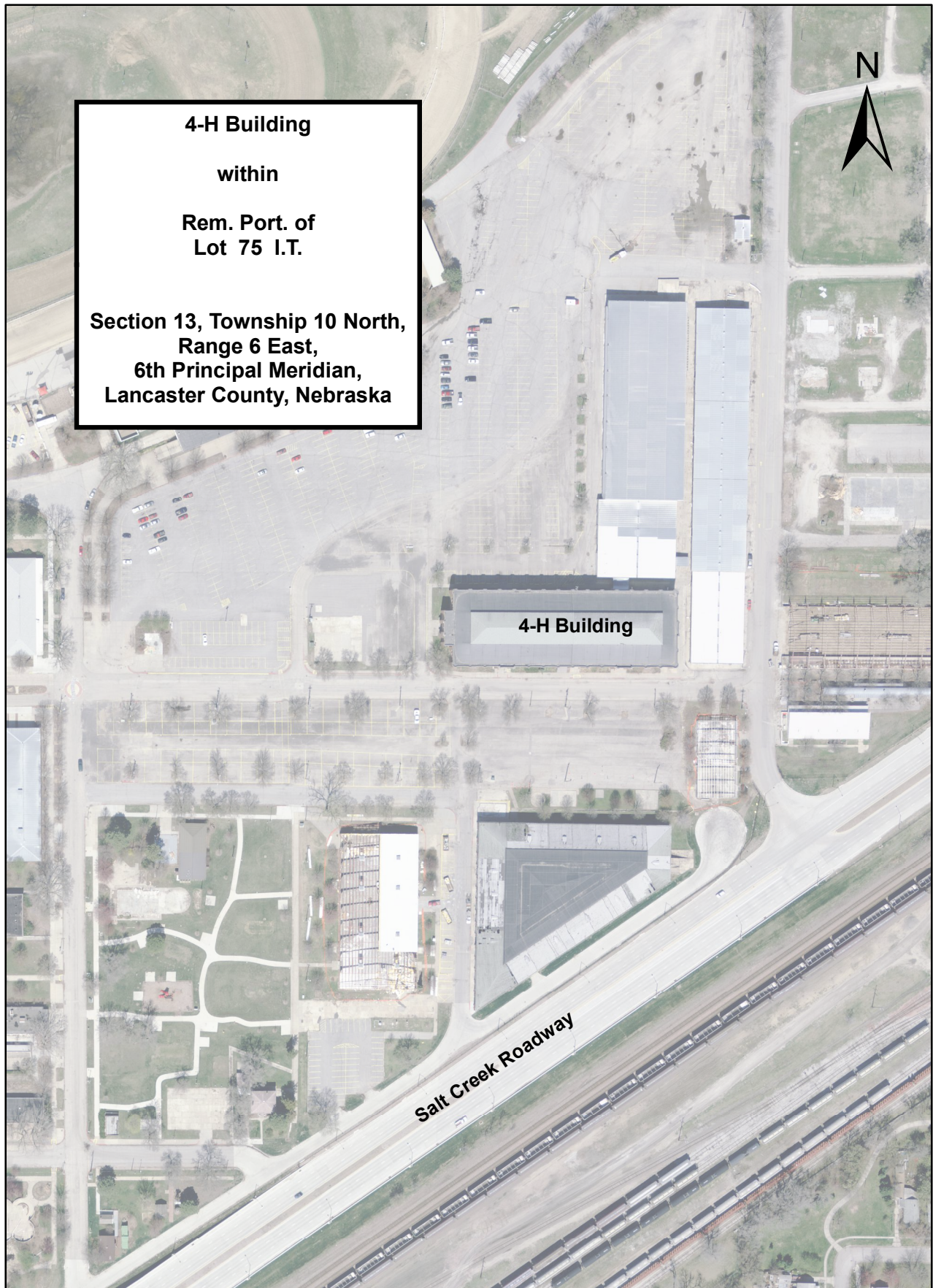
To have and to hold said property by the Grantee and its assigns forever. The Grantor covenants that it is the lawful owner of said property and that it is free and clear from all encumbrances. Grantor covenants that it has the lawful right to sell and dispose of said property and will warrant and defend the title to said property against all claims.

IN WITNESS WHEREOF, intending to be legally bound, Grantor has executed this Bill of Sale as of the \_\_\_ day of March, 2011.

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA, a public body  
corporate of the State of Nebraska

By \_\_\_\_\_  
James B. Milliken  
President

# Bill of Sale - Exhibit A



**4-H Building**  
**within**  
**Rem. Port. of**  
**Lot 75 I.T.**

**Section 13, Township 10 North,**  
**Range 6 East,**  
**6th Principal Meridian,**  
**Lancaster County, Nebraska**

**4-H Building**

**Salt Creek Roadway**



TO: The Board of Regents Addendum IX-B-5

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Architect selection for Devaney Sports Center Improvements at the University of Nebraska Lincoln

RECOMMENDED ACTION: Approve the selection of Sinclair Hille Architects to provide design services for Devaney Sports Center Improvements at the University of Nebraska-Lincoln (UNL).

PREVIOUS ACTION: January 28, 2011– The Board of Regents approved the Program Statement and Budget for Devaney Sports Center Improvements at UNL.

EXPLANATION: A selection committee consisting of the Assistant Vice President and Director of Facilities Planning and Management, two external members from the University of Nebraska Project Evaluation Board, one representative from UNL Facilities Management & Planning, and one member of the Athletic Department has recommended Sinclair Hille Architects to provide design services for the Devaney Sports Center Improvements Project. The firm was selected from seven firms submitting proposals on the project.

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

Proposed start of construction	November 2011
Proposed completion of construction	May 2014

PROJECT COST: \$20,000,000

ON-GOING FISCAL IMPACT	Estimated Operating and Maintenance 1% Assessment	None \$200,000
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SOURCE OF FUNDS: Trust Funds - Private Donations

SPONSORS: Tom Osborne  
Athletic Director  
  
Christine A. Jackson  
Vice Chancellor for Business and Finance

Rebecca H. Koller, Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

RECOMMENDED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 16, 2011



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

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Revised Budget and Scope for the East Stadium Improvements at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Revised Budget and Scope for the East Stadium Improvements at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: January 28, 2011 - The Board of Regents approved a resolution authorizing the issuance of not to exceed \$28,500,000 principal amount of Revenue Bonds (University of Nebraska-Lincoln East Stadium Project), Series 2011, for the East Stadium Improvements.

December 2, 2010 – The Board of Regents approved the selection of Clark Enersen Partners to provide design services for the East Stadium Improvements.

October 15, 2010 – The Board of Regents approved the program statement and budget for East Stadium Improvements.

EXPLANATION: The East Stadium Improvements project was originally planned to add approximately 5,000 seats and 31 suites. Demand has been high for the additional suites and seating. In response, athletics management, in conjunction with the design team, has elected to add an additional floor to the original design. The change in scope will help meet the demand for additional seats and suites, further improve amenities, and provide for increased flexibility. As these conditions have been evaluated by the design team, they have recommended an increase in the budget of \$8 million, making the projected project cost \$63,500,000. Athletics management is comfortable that they can fund and finance the additional costs of construction.

The cost of the project will be funded by a mix of private donations (trust funds) and bond proceeds. The Board, in its January 2011 action, approved bond financing for a portion of the East Stadium Project up to \$28,500,000 (an amount which would yield an estimated \$25,000,000 in proceeds). The amount to be borrowed against that authorization, if any, will ultimately be determined by athletics management, working in concert with campus management, based on fund-raising and sales of the additional seating. Accordingly, an exact breakdown of the funding of the project between the two sources is yet to be determined and will be reported back to the Board at a later date.

The revised budget and scope has been reviewed by and is recommended for approval by the Business Affairs Committee.

	Proposed start of construction	May 2011
	Proposed completion of construction	July 2013
PROJECT COST:	Project budget as originally approved	\$55,500,000
	Proposed increase	<u>8,000,000</u>
	Project budget, as amended	<u>\$63,500,000</u>
ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance 1% Assessment	\$870,000 N/A
SOURCE OF FUNDS:	Trust funds, bond proceeds	
SPONSORS:	Tom Osborne Athletic Director	
	Christine A. Jackson Vice Chancellor for Business and Finance	
RECOMMENDED:	Harvey Perlman, Chancellor University of Nebraska-Lincoln	
DATE:	February 15, 2011	

TO: The Board of Regents Addendum IX-B-7  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Central Lincoln Reliability Project Agreement (CLRP) between Lincoln Electric System and the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the attached Central Lincoln Reliability Project Agreement between Lincoln Electric System and the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: None

EXPLANATION: To respond to growing electricity demand including UNL, the Antelope Valley Project and the Nebraska Innovation Campus, Lincoln Electric System (LES) must construct a new 115,000 volt transmission facility between several electric substations including one at 17th and Holdrege Streets, as part of the overall Central Lincoln Reliability Project.

UNL desires the UNL Segment of the transmission line, estimated by LES at \$10 million, be constructed underground to be more compatible with the future development of the campus. UNL and LES will equally divide the construction cost. Under the attached agreement, UNL agrees to invest \$5,000,000 in FY 2010 dollars into campus energy sustainability projects as consideration for LES constructing the UNL Segment underground.

Amounts paid by UNL to LES under the Agreement will be placed in escrow. Upon construction of campus energy sustainability projects meeting the criteria in the Agreement, UNL will be reimbursed from the escrow account. UNL will be eligible for reimbursement up to the amounts contributed to the escrow fund, including interest thereon.

PROJECT COST: \$5,000,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance None  
1% Assessment N/A

SOURCE OF FUNDS: Cash Funds

SPONSOR: Christine A. Jackson  
Vice Chancellor for Business and Finance

RECOMMENDED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 16, 2011

## **AGREEMENT**

This Agreement is made and entered into by and between Lincoln Electric System (LES), an administrative agency of the City of Lincoln, Nebraska, hereinafter referred to as "LES" and the Board of Regents of the University of Nebraska, a body corporate of the State of Nebraska, for and on behalf of the University of Nebraska-Lincoln, hereinafter referred to as "UNL."

WHEREAS, the combination of growing electricity demand including UNL, the Antelope Valley Project and the new Innovation Campus, the need to replace aging transmission cables and the need to improve electric system reliability requires LES to construct a new 115,000 volt transmission facilities between several electric substations including one at 17<sup>th</sup> and Holdrege Streets, as part of the overall Central Lincoln Reliability Project (CLRP); and

WHEREAS, as part of the CLRP, transmission lines would be constructed either on, adjacent to or in the near vicinity of UNL property from approximately South 19th Street to Q Street then generally north along Antelope Valley Parkway to North 17th Street then north along North 17<sup>th</sup> Street to the existing substation located at approximately intersection of North 17<sup>th</sup> Street and Holdrege Street, generally that portion of the CLRP located North of R Street (UNL Segment); and

WHEREAS, during the initial public involvement meetings of the CLRP process, input was received suggesting that the above-described portion of the electric transmission line be routed above ground; and

WHEREAS, LES has previously obtained the necessary real property interests and retains the related authority to determine whether to build the UNL Segment overhead or underground.

WHEREAS, UNL desires the UNL Segment of the CLRP be constructed underground for the reason that an underground transmission line would be more compatible with the future development of that portion of the UNL campus; and

WHEREAS, the projected financial impact to LES rate payers of placing the UNL Segment underground is approximately ten million dollars (\$10,000,000.00); and

WHEREAS, UNL and LES are willing to work together to address potential financial impacts on LES' rate payers through the creation of a new partnership for increased energy efficiency.

NOW THEREFORE, it is hereby agreed by the parties:

1. That for the purposes of this Agreement, UNL and LES agree that the projected incremental cost difference for the portion of the UNL Segment is approximately ten million dollars (\$10,000,000.00).

2. That UNL and LES will equally divide the cost associated with the estimated incremental construction cost of ten million dollars (\$10,000,000.00). UNL agrees to invest five million dollars (\$5,000,000.00) in FY 2010 dollars into campus energy sustainability projects as consideration for LES constructing the UNL Segment underground. UNL's financial commitment will be at the rate of three hundred thousand dollars (\$300,000.00) per year for thirty (30) years, however, funding permitting, UNL's financial commitment may occur earlier to take advantage of the LES Sustainable Energy Program (SEP), or a successor program.

3. LES will establish an escrow fund with UNL's portion of the above-referenced cost to be applied to UNL energy improvement projects that meet the goals of the LES Sustainable Energy Program (SEP), or a successor program.

4. That the respective staffs of LES and UNL will work together to agree upon and finalize the procedural steps necessary to implement paragraphs 2 and 3 of this Agreement, which shall be set out in Exhibit A and be attached to this Agreement.

5. LES agrees to construct the UNL Segment underground and agrees during the term of this Agreement to continue to consult in good faith with the UNL Chancellor concerning overhead line projects on, adjacent to or in close proximity of the UNL campus to determine whether the same is compatible with the future development of the UNL campus.

6. The term of this Agreement is for a period of thirty (30) years from January 1, 2011 through December 31, 2041, at which point it will be terminated, unless terminated sooner by the completion of UNL's five million dollar investment (as set forth above) and expenditure of all monies in the escrow account on UNL energy improvement projects.

7. This Agreement becomes effective upon the approval of the University of Nebraska Board of Regents and the Administrative Board of LES.

8. The terms and conditions of this Agreement shall be governed by the laws of the State of Nebraska.

9. Notices made pursuant to this Agreement shall be given to the undersigned or whomever holds such office at the time any notices are given.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_ day of \_\_\_\_\_, 2011.

LINCOLN ELECTRIC SYSTEM,  
an administrative agency of the  
City of Lincoln, Nebraska

By: \_\_\_\_\_  
Kevin Wailes, Administrator and CEO

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA,  
a body corporate of the State of Nebraska,  
for and on behalf of the  
University of Nebraska-Lincoln,

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

**EXHIBIT A**  
**UNL-LES Central Lincoln Reliability Project**  
**Escrow Agreement Procedures**

**Financial Terms**

1. The University of Nebraska Lincoln (UNL) will pay to Lincoln Electric System (LES) \$5 million in FY 2010 dollars (herein “the amount due”) over the period 2011 to 2041, to partially offset costs associated with LES burying the 115 kV transmission line along the north segment of the Central Lincoln Reliability Project (CLRP).
2. The accounting for the amount due under UNL’s financial commitment shall operate as follows:
  - Upon the execution of the Agreement, \$5 million will be charged to the account, creating the “amount due” under the Agreement.
  - Payments against the amount due shall be no less than \$300,000 per year. Such payments are due by December 31 of each year and shall be fully credited against the amount due. UNL may accelerate payments versus the annual payments and make payments in amounts in excess of the annual payment, up to the amount due, at its discretion.
  - Cumulative payments credited against the amount due, until the amount due is completely satisfied, must be at least \$300,000 multiplied by the number of years that have tolled in the Agreement.
  - To the extent a balance owed to LES by the University exists in the Agreement, it is agreed by the parties that the amount due shall be increased by 2.5% simple interest per annum as applied to the amount due as of December 31 each year in order to meet the UNL commitment of \$5 million in “2010 Dollars.”
  - All payments received by LES against the amount due shall be credited to the escrow account noted below.
3. The escrow account shall operate as follows:
  - Monies from UNL will be held in escrow by LES and will be used to reimburse UNL, or its designee, for approved energy improvement projects.
  - Funds in the escrow account will be invested in accordance with LES’ investment policy.
  - Interest income earned on the investments held in escrow will remain in and be credited to the escrow account and will be available for reimbursement to UNL, or its designee, for approved projects.
  - Payments from the escrow will require supporting documentation including copies of all invoices for purchases associated with the approved project(s) to support the amount requested.
  - Reimbursement requests may be made for progress payments of approved projects.
  - Reimbursement in excess of the current balance in the escrow account cannot be made.
  - The last date that UNL, or its designate, may request reimbursement is 12/31/2041.
  - If funds remain in the escrow account on 1/1/2042 and there are no outstanding reimbursement requests from UNL, the funds will be retained by LES and used for purposes deemed appropriate by LES.
  - Escrow account fees will be paid by the escrow fund.

**Project Criteria**

4. Monies in the escrow account will be used to reimburse UNL, or its designate, for approved energy improvement projects.
5. A committee of designated LES and UNL staff (the “Committee”) will review and recommend for approval submitted projects which meet the criteria outlined in #8 below.
6. A standard technical justification document must be submitted by UNL, or its designate, to the Committee for project review and verification.

7. Final project approval will be made by the LES CEO (or a designate) and the UNL Chancellor (or a designate).
8. Project approval criteria and reimbursement levels are as follows:
  - a. Projects must be peak demand reducing projects using proven technical applications or provide demonstration for promising technologies that can benefit both UNL and the community.
  - b. Projects must demonstrate a deemed demand and energy reduction.
  - c. Projects utilizing proven technical applications will be paid based on the actual cost of the project, not to exceed \$750/kw for forecasted reductions (kw) in summer peak demand.
  - d. 100% funding will be made for projects that provide demonstration of promising technologies which simultaneously benefit both UNL and the community.

TO: The Board of Regents Addendum IX-B-8

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Program Statement and Budget for the Life Sciences Annex Phase II (North Wing) Renovation at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Program Statement and Budget for the Life Sciences Annex Phase II (North Wing) Renovation at the University of Nebraska-Lincoln (UNL).

PREVIOUS ACTION: January 8, 2008 – The Board of Regents approved the Program Statement and Budget for the Animal Research Facility Renovation (West Wing) project.

EXPLANATION: The proposed project is the second phase of renovating the Life Sciences Annex North Wing to comply with guidelines set forth by accrediting agencies and the National Institutes of Health (NIH).

This project supports the University of Nebraska Strategic Framework goals to improve the quantity and quality of research space through public and private support; increase external support for research and scholarly activity; and focus resources on areas of strength in research where the university has the opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska. This will be accomplished by renovating the north wing of the 35-year old facility, including upgrades to the infrastructure that has either reached or is very near the end of its useful life and has become inefficient to operate. These improvements will make the University more competitive in attracting and retaining talented research faculty in the life sciences and increase the prospect of receiving integral federal research funding.

The project will replace the building's mechanical and electrical systems, correct fire and life safety and accessibility deficiencies, and reconfigure spaces to better meet the present and future programmatic needs. Areas being renovated will not be occupied during construction.

The program statement and budget has been reviewed by and is recommended for approval by Business Affairs Committee.

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



	Proposed start of construction	September 2011
	Proposed completion of construction	September 2012
PROJECT COST:	\$8,200,000	
ON-GOING FISCAL IMPACT:	Estimated Operating and Maintenance 1% Assessment	\$75,000 82,000
SOURCE OF FUNDS:	Cash Funds – F & A	
SPONSORS:	Christine A. Jackson Vice Chancellor for Business and Finance  Prem Paul Vice Chancellor for Research and Economic Development	
RECOMMENDED:	Harvey Perlman, Chancellor University of Nebraska-Lincoln	
DATE:	January 6, 2011	

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

MEETING DATE: March 11, 2011

SUBJECT: Change Order to the construction contract for the Life Sciences Annex Phase I (West Wing) Project at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve a Change Order in an amount of \$348,712 to the construction contract for the Life Sciences Annex Phase I (West Wing) Project at the University of Nebraska-Lincoln (UNL).

PREVIOUS ACTION: June 13, 2008 - The Board of Regents received the design report for the Life Sciences Annex Renovation.  
January 18, 2008 – The Board of Regents approved the program statement, budget and financing for the Life Sciences Annex Renovation.

EXPLANATION: Renovation of the Life Sciences Annex is important for the recruitment and retention of life science researchers and supports the Strategic Framework goal to improve the quantity and quality of research space through public and private support. The project was originally planned to be funded through the sale of bonds in the final quarter of calendar 2008, but bond market conditions were such that the University elected to put the project on hold.  
After almost two years, the University identified alternate funding for the Phase I project which modifies the west wing of the building. Over the two-year period, changes in lab configuration and sizes were identified to increase effectiveness of the renovation and improve opportunities for new grant support.  
The proposed change order only increases the contract with the construction contractor. It does not change the overall budget for the project, nor does the proposed change order modify the portions of the overall project budget designated for construction and non-construction activities. *Board of Regents Policies* require construction contract changes greater than \$150,000 or 1.25% of the contract receive BOR approval.  
The proposed change order has been reviewed by and is recommended for approval by Business Affairs Committee.

PROJECT COST: \$5,000,000

SOURCE OF FUNDS: Cash Funds - F & A

SPONSORS: Christine A. Jackson  
Vice Chancellor for Business and Finance  
Prem Paul  
Vice Chancellor for Research and Economic Development

RECOMMENDED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 15, 2011

TO: The Board of Regents Addendum IX-B-10

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Program Statement for the renovation of the Eppley Cancer Institute building on the campus of the University of Nebraska Medical Center in Omaha (UNMC) and associated project budget.

RECOMMENDED ACTION: Approve the Program Statement for the renovation of the Eppley Cancer Institute building on the campus of the University of Nebraska Medical Center in Omaha (UNMC) and associated project budget.

PREVIOUS ACTION: March 4, 2010 – President Milliken approved hiring the Clark Enersen Partners to design the project as provided for by the Board of Regents policy for ARRA projects.

EXPLANATION: The Eppley Cancer Institute (ECI) building is an eight level concrete and masonry structure containing 54,700 gross square feet of space that has been in service since its opening in 1963 providing administrative and research space for the Eppley Institute for Research in Cancer and Eppley Cancer Center.

Funding from LB 605 combined with the award of a competitive ARRA grant to UNMC through the NIH in January, 2010 have provided the opportunity to renovate the ECI building for continued use.

The demands of evolving research activities and increased building systems utilization have by far exceeded the design capacities for this structure. The 1960s design lacks the systems reliability and redundancies that have become the baseline expectations for personnel safety and research quality in the contemporary laboratory environment. Due to the building's general obsolescence and inability to maintain consistent temperature and humidity control, and in anticipation of renovation, most of the buildings functions have been relocated to the Durham Research Center II.

The proposed renovation of the ECI building will reorganize space, replace nearly 50-year-old finish materials, update common space and corridors, restore the building to code and life safety standards, and update the building's mechanical, electrical and laboratory infrastructure.

The project will provide a functional and energy efficient working environment for the administration and selected research activities of the Eppley Cancer Institute and Eppley Cancer Center needed to advance UNMC's research growth objectives and maintain its leadership role in basic, translational and clinical cancer research.

The successful completion of this project will:

- Prepare the Eppley Cancer Institute building for continuing service.
- Provide a convenient and clearly identifiable location for the administrative staff of the Eppley Institute and Eppley Cancer Center, freeing its current space in the Durham Research Center II for activities more directly related to the cancer research conducted in that building.
- Provide additional quality laboratory space to support the growth of externally funded cancer research, facilitate increased interaction and collaboration among cancer researchers and increase graduate student training opportunities.
- Provide specialized dry research areas for bioinformatics and clinical trials and a tissue science facility supporting both basic and clinical research, core facilities needed to advance the Eppley Cancer Center toward its goal to become an NCI-designated Comprehensive Cancer Center.

It is proposed to bid the project and award the construction contract to the low responsible general contractor. CCPE review of the project will be required.

The program statement and budget has been reviewed by and is recommended for approval by the Business Affairs Committee.

Proposed start of construction: June 2011

Proposed completion of construction: June 2012

PROJECT COST: \$11,900,000

ON-GOING FISCAL IMPACT:	Operating and Maintenance	None
	1% Assessment	\$119,000

SOURCE OF FUNDS:	State Funds (LB 605)	\$ 3,900,000
	Federal Funds	<u>8,000,000</u>
	Total	<u>\$11,900,000</u>

SPONSOR: Donald S. Leuenberger  
Vice Chancellor for Business & Finance

RECOMMENDED: Harold M. Maurer, M.D., Chancellor  
University of Nebraska Medical Center

DATE: February 16, 2011

## Eppley Cancer Institute Renovation Program Statement

University of Nebraska Medical Center

Date: February 8, 2011

Prepared by: UNMC Facilities Management and Planning with The Clark Enersen Partners.

Phone: (402) 559-5022

### I. INTRODUCTION

#### A. Background and History

The Eppley Cancer Institute (ECI) building is an eight level concrete and masonry structure containing 54,700 gross square feet of space that has been in service since its opening in 1963 to provide administrative and research space for the Eppley Institute for Research in Cancer (Eppley Institute).

The Eppley Institute was established in 1960 to provide a research center that could perform and encourage fundamental studies leading to a better understanding of the causes of cancer, improvement of methods for diagnosis of cancer; and improvement of methods for the treatment and prevention of cancer and similar disorders. In 1972, by action of the Nebraska Legislature, the Eppley Institute became an independent research institute at UNMC reporting directly to the Chancellor.

In 1983, the Eppley Institute was awarded a Cancer Center Support Grant from the National Cancer Institute (NCI) as one of 13 Laboratory Cancer Research Centers in the country; this grant has been continuously funded since then. The Nebraska Legislature approved the creation of the UNMC Eppley Cancer Center in 1989, creating a university-wide matrix-based cancer research organization to foster and facilitate cancer research throughout the University of Nebraska campuses and academic units. Currently, there are only 66 NCI-designated cancer centers in the country. The UNMC Eppley Cancer Center is the only NCI-designated cancer center in Nebraska, and the only NCI-designated center in the central region of the U.S. from North Dakota to the Texas state-line. Because of this designation, all research being conducted in the ECI Building impacts biomedical research across the nation and around the world.

With the renewal of the Cancer Center Support Grant in 1999, Eppley Cancer Center's status was elevated to NCI-designated Clinical Cancer Center in recognition of the growth and development of the clinical research component of the Cancer Center, in addition to its strong basic science research.

The Eppley Institute is now the academic unit of the UNMC Eppley Cancer Center. The mission of the UNMC Eppley Cancer Center is to coordinate basic research and clinical cancer research, patient care and educational programs and to facilitate application of new knowledge about the etiology, diagnosis, treatment and prevention of cancer and to improve health and quality of life. Since its inception, the Eppley Cancer Center has grown to over 230 members conducting some \$80,000,000 in funded research annually. The director and administrative staff of the Eppley Cancer Center and ECI are one in the same.

In 2010, the UNMC Eppley Cancer Center again successfully renewed its National Cancer Institute Cancer Center Support Grant. The review of the Cancer Center was extremely positive. To illustrate, the final grant report stated, "The Eppley Cancer Center is on an

‘Extremely Positive Trajectory’... [and it] exhibits strong leadership, substantial institutional support, and strong basic research, with pockets of strength in clinical research.” The NCI renewal re-confirms the University of Nebraska’s position that the Eppley Cancer Center is an elite cancer center program.

The ECI building has received minimal updating during its 47-year service duration beyond minor modifications to accommodate changes in research over the period. The building’s now obsolete environmental and laboratory systems are in acute need of replacement to meet the needs of contemporary research and to provide a comfortable and energy efficient working environment. Due to the building’s general obsolescence and its inability to provide consistent temperature and humidity control and in anticipation of a renovation project, most of the buildings functions have been relocated to the Durham Research Center II.

The signing of LB 605 into law and the award of a competitive ARRA grant through the NIH have provided the opportunity to renovate the ECI building for continued use.

## B. Project Description

The proposed project will renovate the entire interior and building envelope of the ECI building to provide a contemporary research and administration facility. The renovated building will house the Eppley Cancer Center director and administrative staff, selected research groups and associated staff and graduate students.

The renovation of levels 2 through 6 of the ECI building will provide approximately 20,500 square feet of space for programmatic requirements. A now obsolete and unused auditorium on Level 2 will be converted into administrative space. Penthouse levels 7 and 8 will be combined to provide adequate volume for new building systems. As a result, the gross area of the building will be reduced from 54,700 GSF to 51,000 GSF. The project will reorganize space, replace nearly 50-year-old finish materials, update common space and corridors, restore the building to code and life safety standards, and update the building’s telecommunications infrastructure. The building’s obsolete mechanical and plumbing systems will be replaced and new handicap accessible restrooms will be provided. The electrical service will be updated as well as an existing elevator. The building envelope will be thermally improved including window replacement. The entire building will be brought into compliance with current building, fire and life-safety, ADA and energy codes; a fire sprinkler system will be installed throughout the building.

The few research functions currently remaining in the building occupy about 3,000 square feet and will be relocated to temporary space to allow the renovation to be undertaken in a single phase. Once the construction is complete the administrative staff and assigned research groups will move into the renovated facility.

## C. Purpose and Objectives

The purpose of this project is to provide appropriate facilities for the administration and selected research activities of the Eppley Cancer Institute and Eppley Cancer Center needed to advance UNMC’s research growth objectives and maintain its leadership role in basic, translational and clinical cancer research. The successful completion of this project will meet the following objectives:

- Prepare the Eppley Cancer Institute building for continuing service.
- Return the administration of the ECI to its historical home, freeing its current space in the Durham Research Center II for activities more directly related to the research conducted in that building.
- Provide additional quality laboratory space to support the growth of cancer research and facilitate increased interaction and collaboration among cancer researchers.
- Provide additional facilities for core cancer research activities needed to further develop the research capabilities of the Eppley Cancer Center.

## **II. JUSTIFICATION OF THE PROJECT**

### **A. Data That Supports the Funding Request**

The University of Nebraska Medical Center is the principal site of biomedical research in Nebraska; increasing the research enterprise is a major strategic objective of UNMC to improve the health and further develop the economy of Nebraska. With current annual external research funding over \$115 million, UNMC has developed significant momentum towards achieving its next funding goal of \$200 million annually. UNMC Eppley Institute and Eppley Cancer Center, with over 230 members, contribute significantly to this achievement. Meeting these growth objectives requires substantial improvement of both the quality and quantity of research laboratory and support space on the UNMC campus. Today's research techniques and the competitive market for productive research scientists demand the highest quality of architectural, mechanical, electrical and equipment infrastructure.

Since the founding of the Eppley Institute, both its outreach and mission of have grown and changed tremendously. The Institute's research focus has changed from animal testing to molecular and cellular biology applications involving a wide range of molecular, cellular and structural biology research in cancer along with clinical and translational research. The next developmental step for the organization will be to build the core capabilities and facilities to merit designation by the NCI as a Comprehensive Cancer Center.

The renovation of the ECI building will:

- Provide a convenient, efficient and clearly identifiable location for the Eppley Institute and Eppley Cancer Center administration.
- Replace the building's antiquated laboratories with larger, more open laboratories consistent with contemporary design guidelines.
- Provide specialized dry research areas for bioinformatics and clinical trials, and a tissue science facility supporting both basic and clinical research, facilities needed to advance the Eppley Cancer Center toward its goal to become an NCI-designated Comprehensive Cancer Center.

B. Alternatives Considered:

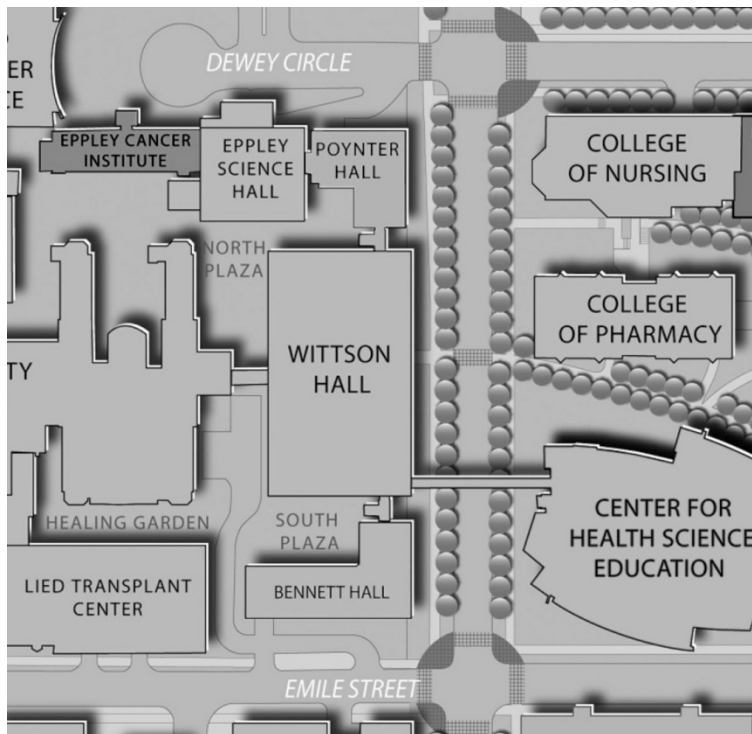
Conversion of the building to office space and demolition to provide a future construction site for clinical space, were considered as alternatives to renovation for research space. The award of an ARRA grant has made renovation of the Eppley Institute building feasible.

III. LOCATION & SITE CONSIDERATIONS

A. County: Douglas

B. Campus: University of Nebraska Medical Center, Omaha

Proposed Project Site: The Eppley Cancer Institute building is located on Dewey Circle near 42<sup>nd</sup> Street. The following site plan identifies the building location on the UNMC campus.



C. Statewide Inventory: 390

D. Influence of project on existing site conditions:

1. Relationship to Neighbors – The project will not change the functional relationship of the Eppley Cancer Institute building to neighboring buildings. All existing entry points and inter-building circulation routes will be maintained.
2. Utilities – Existing steam and chilled water connections will be reused. Normal and emergency power will be fed from campus sources.



3. Parking & Circulation – The project will not alter existing parking, vehicular or pedestrian circulation patterns.

#### IV. COMPREHENSIVE PLAN COMPLIANCE

The University of Nebraska Medical Center (UNMC) is the only public institution responsible for the education of health professionals in Nebraska. The mission of UNMC is to improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care and outreach to underserved populations.

##### A. University of Nebraska Strategic Framework

The project will support the objectives of the University of Nebraska Strategic Framework 2010-2013 with emphasis on goals 3h, 4a, c, d, and 6a, restated as follows:

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
  - h. Pursue excellence in educational attainment aligned with the long-term interests of the state.
    - i. Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.
    - ii. Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.
4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.
  - a. Increase federal support for research and scholarly activity.
    - i. Increase federal support for instruction, research and development, and public service.
    - ii. Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.
  - b. Increase undergraduate and graduate participation in research and its application.
  - c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.
  - d. Improve the quantity and quality of research space through public and private support.
  - e. Focus resources on areas of strength in research where the university has opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska.

6. The University of Nebraska will be cost effective and accountable to the citizens of the state.
  - a. Support the development of a sustainable university environment.
    - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.
    - iii. Campuses shall pursue energy efficiency.

B. University of Nebraska Medical Center Strategic Plan 2010-2013 (Applicable References)

Vision

The partnership of UNMC and the Nebraska Medical Center will be a world-renowned health sciences center that:

- Delivers state-of-the-art health care;
- Prepares the best-educated health professionals and scientists;
- Ranks among the leading research centers;
- Advances our historic commitment to community health;
- Embraces the richness of diversity to build unity;
- Creates economic growth in Nebraska.

Mission

The mission of the University of Nebraska Medical Center is to improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care, and outreach to underserved populations.

Applicable Goals

- UNMC will be learning centered in education:
  - Expand current inter-professional activities in ambulatory care and the curriculum.
  - Develop a comprehensive Center for Primary Care.
- Increase prominence as a research health sciences center:
  - Increase research funding for clinical /translational research.

- C. UNMC Facilities Development Plan - The proposed project is included in and consistent with the concepts of the UNMC 2006-2015 Facilities Development Plan to expand research capacity.
- D. Consistency with Statewide / CCPE Plan - The Statewide Comprehensive Capital Facilities Plan states that individual capital construction projects will support institutional strategic comprehensive facilities plans.

## V. ANALYSIS OF EXISTING FACILITIES

- A. Function and purpose of existing programs as they relate to the proposed project.
- Eppley Cancer Institute and Eppley Cancer Center Administration
  - Externally funded cancer research
  - Graduate student training
  - Core cancer research support capabilities
- B. Square Footage of Existing Space – The Eppley Institute previously occupied the entire ECI building and Eppley Cancer Center members use extensive space in all of UNMC’s major research laboratory buildings.
- C. Utilization of Existing Space – Office space currently occupied by the Eppley Cancer Center administration in the Durham Research Center II will be assigned to Eppley Cancer Center administrative staff members (4-5 FTEs) that directly support the faculty members located in the DRC II. Office space will also be allocated to Eppley Cancer Center senior leaders to better facilitate communication between the senior leadership members of the Cancer Center and used to provided cancer research graduate students with workspace.
- D. Physical Deficiencies –

Evolving research activities and increased building systems utilization have by far exceeded the design parameters for this structure. The 1960s design lacks the system reliabilities and redundancies that have become the baseline expectations for personnel safety and research quality in modern laboratory environments.

At the time the ECI Building was opened in 1963, the Institute's researchers focused mainly on testing carcinogens and toxins on animals; most of the structure was devoted to animal housing and testing. An oversized elevator was even included to transport horses to upper floor laboratories. Over the years the space has received some minor updates in finishes and fixtures and some reconfiguration of lab modules; several animal housing rooms were converted into offices. However, building's layout and infrastructure is a significant limiting factor and is not currently organized to accommodate contemporary research. The current configuration of the building makes scientific collaboration and developing junior faculty difficult due to the limited space for interaction and discussion.

The building's current laboratory and building systems are 47 years old and at the end of their useful service life and no longer meet contemporary researchers' requirements. The existing HVAC system and controls are so antiquated that through age and normal system wear, the existing air handling system is no longer able to supply adequate fresh air at volumes required to meet current environmental design standards, maintain pressure relationships within the building or temperature and humidity at levels supportive of laboratory research. Though much effort has been extended to maintain and upgrade the controls systems within the building, their performance has degraded to a point that indoor conditions often reflect the outdoor environmental extremes.

Numerous power quality conditions exist which have negative impacts on current high-tech electronic research equipment. Though emergency power was provided to the building to

meet 1960s design needs for some back-up power, this system provides only minimal environmental protection and virtually no protection for critical research equipment.

E. Programmatic Deficiencies – The Eppley Cancer Institute maintains a goal to become an NCI designated Comprehensive Cancer Center. Reaching this goal will be aided by the addition of core capabilities and additional space for bioinformatics and clinical/translational research.

F. Replacement cost of existing building (ECI building) – Approximately \$17,500,000.

## VI. FACILITY REQUIREMENTS

### A. Functions & Purpose of Proposed Program

1. Activity Identification – The main activities to be conducted in the renovated building will be Eppley Institute and Eppley Cancer Center administration, funded bench research, dry research related to bioinformatics and clinical trials and tissue science in support of basic and clinical research.

2. Projected Occupancy, Use, Staffing

Personnel Projection	Move-In	Future
Administration	12	16
Clinical Trials	5	7
Bioinformatics	11	18
Laboratory Research	24	36
Tissue Science Core	8	10
Support Staff	5	6
<b>Total</b>	<b>63</b>	<b>115</b>

### B. Space Requirements of Proposed Project

1. Square Footage by Function - The following table lists the program requirements for the facility.

Use Code	Space	Quantity	NASF Ea.	Total NASF
	<b>Administration - Level 2</b>			
310	Institute Director's Office	1	335	335
310	Assoc. Dir. Office	1	147	147
310	Business Dir. Office	1	201	201
310	Manager's Office	1	147	147
310	Office	1	101	101
310	Open Office Work Stations	1	512	512
310	Open Office Work Stations	1	375	375
315	Reception	1	152	152
315	Waiting/Reception	1	303	303
315	Work Room	1	177	177
315	Work Room	1	187	187

350	Conference Room	1	579	579
350	Conference Room	1	190	190
<b>Bioinformatics/Clinical Trials - Level 3</b>				
312	Director's Office	1	181	181
312	Data Managers' Office	1	387	387
312	Rec. Data Assoc. Office	1	106	106
312	Faculty Office	2	125	250
312	Faculty Office	2	118	236
312	Office	1	188	188
312	Grad Students Shared Office	1	188	188
315	Work Room	1	294	294
315	Work Room	1	97	97
315	File Storage	1	316	316
315	Storage	1	110	110
315	Server Room	1	101	101
110	Bioinformatics Training	1	427	427
255	Computational Research	5	117	585
<b>Research - Level 4</b>				
312	Faculty Office	3	117	351
312	Post Doc./Grad Stud. Shared Office	1	238	238
312	Post Doc./Grad Stud. Shared Office	1	117	117
350	Research Conference Room	1	195	195
250	Research Laboratory	1	537	537
250	Research Laboratory	2	840	1,680
255	Specialized Lab Support	3	117	351
255	Shared Equipment	1	91	91
255	Shared Equipment	1	117	117
<b>Research - Level 5</b>				
312	Faculty Office	3	117	351
312	Post Doc./Grad Stud. Shared Office	1	238	238
312	Post Doc./Grad Stud. Shared Office	1	117	117
350	Research Conference Room	1	195	195
250	Research Laboratory	1	537	537
250	Research Laboratory	2	840	1,680
255	Specialized Lab Support	3	117	351
255	Shared Equipment	1	91	91
255	Shared Equipment	1	117	117
<b>Tissue Science Core Facility - Level 6</b>				
312	Office	3	117	351
312	Data Entry	1	117	117
350	Conference Room	1	195	195

650	Break Room	1	117	117
250	Tissue Bank	1	584	584
250	Tissue Science Laboratory	1	580	580
250	Sectioning	1	897	897
250	TMA Manufacturing Laboratory	1	100	100
255	Laser Dissection	1	117	117
255	Equipment Room	1	181	181
255	Laboratory Storage	1	89	89
255	Freezer Storage	2	239	478
<b>Building Support - Level 1</b>				
730	Storage	1	202	202
730	Storage	1	42	42
730	Supply	1	465	465
720	Mechanical Shop	1	459	459
720	Electronics Shop	1	201	201
725	Shop Office	1	201	201
720	Shop	1	413	413
710	Computing Services	1	443	443
Total NASF, Renovation				20,458
Total GSF				51,000

2. Planning Parameters - Building spaces have been sized according to UNMC space guidelines, good architectural planning practices including benchmarked modular lab design and the unique needs of the Eppley Cancer Institute. Building spaces have been further modified to fit the geometry of the existing building structure.

3. Difference between Existing and Proposed Floor Plans:

Building Level	Existing Net Assignable SF	Proposed Net Assignable SF
1	2,404	2,426
2	4,383	3,406
3	4,088	3,466
4	4,209	3,677
5	4,176	3,677
6	4,184	3,806
7	1,648	0
8	0	0
Totals	25,094	20,458
	Existing Building Gross SF:	Proposed Building Gross SF:
	54,659	50,984

C. Impact of the Project on the Program's Existing Facilities:

1. Reutilization – The existing administrative space in the Durham Research Center II will be reassigned to Eppley Cancer Center administrative staff (4-5 FTEs) directly supporting the faculty members located in the DRC II. Office space will also be allocated to Eppley Cancer Center senior leaders to better facilitate communication and to provide workspace for graduate students in cancer research

This project re-utilizes the existing ECI building in its entirety.

2. Demolition – This project involves demolition only as required to accommodate renovations.
3. Renovation – Not applicable outside of existing ECI building.

**VII. EQUIPMENT REQUIREMENTS**

- A. List of available equipment for reuse – Existing furniture and research equipment will be reused wherever possible.
- B. Additional Equipment:
  1. Fixed Equipment – Fixed equipment is included in the construction costs provided in Section IX.
  2. Moveable Equipment – Furniture will be provided on a limited basis to supplement existing.
  3. Biomedical Communications – Limited to conference room technology.

**VIII. SPECIAL DESIGN CONSIDERATIONS**

- A. Construction Type –The existing building is a reinforced cast-in-place concrete structure with a brick masonry, stone masonry and aluminum curtainwall exterior. The building will be classified for code purposes as Business Occupancy.
- B. Building Systems –

Heating and Cooling Systems - The building is currently served by 10 inefficient air handling units (AHU) installed in 1962; each has exceeded its useful service life and will be removed. Three new variable air volume AHUs will be installed: two redundant 100% outside air AHUs for the laboratory spaces, as required by NIH, and a recirculating AHU for the non-laboratory spaces. All building exhaust will be connected to the penthouse of the adjacent Eppley Science Hall building. The existing exhaust fans in Eppley Science Hall will be removed and replaced with roof-mounted, mixed-flow, high-plume fans on the roof of the Eppley Science Hall building.

A new heat recovery system will be installed along with new chilled water system components, such as redundant variable-speed chilled water pumps, new heating water system components, such as redundant steam converters and variable-speed heating water pumps, new steam and condensate system components, including a new 2-stage pressure reducing station and a new duplex condensate pump. The building control system will be the

direct digital type and will be tied into the campus-wide energy management and control system.

Electrical Systems - Primary electrical service to the facility will be provided via a new, underground 13.8kV feeder extended to the building from an existing pad mounted service switch located southeast of the building. The new primary feeder will terminate at a dual-feed, oil filled, low profile, compartmental type, and pad-mounted service transformer. The service transformer will be located immediately adjacent to the facility. The transformer location will be determined to ensure future accessibility, and to minimize voltage drop in facility service entrance feeders. New primary cabling will be routed in existing underground duct bank systems.

The primary electrical distribution system service voltage will be 480Y/277 volt, 3-phase, 4-wire. This service voltage is most appropriate for a facility of this size and type, and will reduce electrical losses due to voltage drop in feeders and branch circuits. Dry type transformers and panel boards will be provided as required to support the necessary 208Y/120 volt, 3-phase, 4-wire distribution system throughout the facility. In general, HVAC equipment and large equipment loads will be served at 480 Volts, 3-phase. Fluorescent and HID lighting throughout the facility and on site will be served at 277 volts, single phase. Office, laboratory and computer equipment, as well as general-purpose receptacle circuits will be served at 120 volts, single phase.

Primary standby/emergency electrical service to the facility will be provided via a new, underground 4,160 Volt feeder extended to the building from existing medium voltage switchgear located approximately 300 feet south of the building. The standby/emergency service emanates from redundant generator systems located in the campus utility plant. The new standby/emergency feeder will terminate at a unit substation located inside the building. The unit substation will contain a 4,160-480Y/277 Volt, 3 phase, 4-wire transformer and 480Y/277 Volt, 3 phase, 4-wire distribution section. The new 4,160 Volt cabling will be routed in underground duct bank systems and in conduit through existing utility tunnel systems.

Lighting systems throughout the facility will be designed in accordance with NIH design requirements, University of Nebraska Medical Center design guidelines and the recommendations of the Illuminating Engineering Society and International Energy Conservation Code.

Fire Alarm System - A new analog addressable fire alarm system will be provided for the building in compliance with National Fire Protection Association requirements. The system will monitor addressable fire alarm initiation devices such as smoke detectors, heat detectors, manual pull-stations and water flow devices. Manual pull stations will be located adjacent to each exit from the building and each stairway entrance on each floor. Notification appliances (horn/strobes) will be located throughout the facility per National Fire Protection Association requirements.

Telecommunications System - A complete pathway and cable system will be provided to serve voice and data needs in the facility. A technology equipment room will be provided adjacent to the electrical room on each floor to support the installation of equipment and cabling.



- C. Sustainability – The project will be designed to meet university sustainable design guidelines and the requirement that ARRA projects with a total project cost greater than \$10,00,000 be designed to achieve LEED certification.
- D. Life Safety/ADA – The facility will be designed in accordance with the latest version of the International Codes 2009 Edition, All applicable NFPA 101-2000 and the ADAAG published July 2004 and the October 1994 Nebraska Accessibility Guidelines. In addition, a new wet-pipe fire sprinkler system will be installed throughout the building.
- E. Historic/Architectural Significance – No special architectural significance.
- F. Security – Card access and monitoring systems will be installed as needed.
- G. Artwork – The project budget includes 1% of state funding for artwork.
- H. Phasing – The proposed project is planned to be bid as a single contract to be constructed in a single phase. Relocation of existing occupants and asbestos abatement will occur prior to commencing construction. Currently the building is mostly unoccupied. There is existing space on campus to relocate current occupants during the expected construction period.
- I. Future Expansion – Not anticipated.

## IX. PROJECT BUDGET & FISCAL IMPACT

### A. Cost Estimate Criteria:

1. Standards/ Sources - The projected construction cost was developed by the project architect applying standard construction cost estimating methodology to actual costs of comparable science related projects in the region. In addition to comparative benchmarking, national publications such as RS Means Building Square Foot Cost Data were used as references.
2. Year, Month, Inflation Factor – The construction cost estimate was completed in December 2010 and includes 1.5% inflation to the midpoint of construction.

### 3. Gross & Net Square Feet

Building Efficiency	Proposed
Net Square Feet, Renovation	20,458
Building Gross Square Feet	50,984
Building Efficiency	40%

The original layout of the existing eight-story facility is typical of a laboratory building designed in the era of the 1960's with long, linear, and shallow, double-loaded corridor floor plates, with egress stairs at each rectangular end. This floor plate geometry yields an inherently lower building efficiency.

### 4. Project Cost & Construction Cost per Gross Square Foot

Unit Cost Data	
Project Cost/GSF	\$233.41
Construction Cost/GSF	\$202.38

**B. Project Cost - Eppley Cancer Institute Renovation**

**1) BUDGET CATEGORY #1 -- CONSTRUCTION COSTS**

<b>Construction Contract</b>		
Building		
a) General (including fixed equipment)		3,960,591
b) Mechanical		3,532,020
c) Electrical		1,216,749
d) Elevators		206,897
SubTotal		<u>8,916,256</u>
<b>Inflation to Construction Mid-Point (1.5% annual for 12 months)</b>		133,744
<b>Total Construction Contract</b>		<u>9,050,000</u>
<b>Utility Company Fees and Contracts</b>		-
<b>In House Construction Including Building Controls</b>		175,000
<b>Other Construction</b>		
UBC Special Inspector		-
Construction Testing, code required		-
Relocation Remodeling		-
Building Commissioning		40,000
<b>Asbestos Abatement</b>		300,000
<b>Telecommunications</b>		265,000
<b>Subtotal Construction</b>		<u>9,830,000</u>
<b>Construction Contingency</b>	5%	453,000
<b>SUBTOTAL COST CATEGORY #1 -- CONSTRUCTION COSTS</b>		<u>10,283,000</u>

**2) BUDGET CATEGORY #2 -- NON-CONSTRUCTION COSTS**

<b>Moveable Equipment (Furniture Only)</b>		100,000
<b>Special &amp; Technical Equipment</b>		-
<b>Biomedical Communications (Audio-Visual)/Security</b>		75,000
<b>Land Acquisition</b>		-
<b>Project Design &amp; Management</b>		
a) Project Planning & Program Statement		
b) A/E Basic Services		770,000
c) A/E Additional Services		46,000
d) A/E Reimbursable Expense and Printing		30,000
e) In-House Services -- Project Management		400,000
f) Other Consultants		-
<b>Subtotal Professional Services</b>		<u>1,246,000</u>
<b>Artwork</b>		39,000
<b>Other Costs</b>		
a) Risk/Quality Management		
Asbestos Survey		10,000
Peer Reviews - Building Envelope		30,000
b) Builders Risk Insurance		7,000
c) Moving and Relocation		25,000
d) Signage		10,000
TOTAL Other Costs		<u>82,000</u>
<b>SubTotal Non Construction Costs</b>		<u>1,542,000</u>
<b>Non-Construction Contingency</b>	5%	75,000
<b>SUBTOTAL COST CATEGORY #2 -- NON-CONSTRUCTION COSTS</b>		<u>1,617,000</u>
<b>TOTAL PROJECT COST</b>		<u>11,900,000</u>

C. Fiscal Impact

FISCAL IMPACT	Amount
Operational & Maintenance costs per year	No additional impact
Annual Additional Programmatic Cost	No additional impact
Applicable building renewal assessment charges – 1% of project cost	\$119,000

X. FUNDING INFORMATION

A. Total funds required is \$11,900,000

B. Project Funding Sources:

FUNDING SOURCES	Amount	% Total
State Funds (LB 605)	\$3,900,000	33%
Federal Funds (ARRA)	\$8,000,000	67%
Total	\$11,900,000	100%

C. Fiscal year expenditures

FISCAL YEAR	EXPENDITURES
FY 2010-2011	\$ 827,000
FY 2011-2012	\$11,073,000

XI. TIMELINE

ARRA Grant Award	January 2010
Architect Selection Approval by President	March 2010
Schematic Design Submittal to NIH	May 2010
Design Development Submittal to NIH	November 2010
Board of Regents Approval	January 2011
Construction Documents Submittal to NIH	March 2011
Relocate Existing ECI Occupants	April 2011
Construction Documents Complete	April 2011
Asbestos Abatement	May 2011
Receive Bids	May 2011
Contract Award/Start Construction	June 2011
Mid-Point Construction	January 2012
Substantial Completion	June 2012

**XII. HIGHER EDUCATION SUPPLEMENT**

- A. CCPE Review – CCPE review will be required.
- B. Method of Contracting
  - 1. Method – The contract for the new facility will be competitively bid and awarded to the lowest responsible general contractor.
  - 2. Rationale for Method Selection – Bidding conditions in the Omaha construction market are currently favorable, and are expected to remain favorable through the time when the project is bid.

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

MEETING DATE: March 11, 2011

SUBJECT: Exclusive beverage rights agreement for the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the form of a license agreement which will be used to grant pouring and vending rights on the University of Nebraska at Omaha (UNO) campus and authorize the President to execute the final agreement.

PREVIOUS ACTION: July 28, 2001 – The Board of Regents approved an exclusive agreement with The Pepsi Bottling Group for a ten-year period.

EXPLANATION: Pre-approval of the form of the license agreement is sought by UNO in order that the RFP process would be streamlined and contracting parties might maximize the amount of time needed for transition to a new agreement, time that might not otherwise be available if post-award approval were sought. Pre-approval also allows for valuable input from the Board before a decision and agreement are finalized.

The RFP process will adhere to the three-phase approach used by both the Lincoln and Kearney campuses to award their beverage rights effective in 2009 and 2010 respectively.

The Agreement will commence no later than August 1, 2011, with any necessary transition period beginning upon receipt of the fully executed copy of the Agreement. A report of the final agreement provisions will be made to the Board of Regents at their next regularly scheduled meeting subsequent to the signing.

The proposed agreement has been reviewed and approved as to form and content by the Office of the General Counsel. If this proposed action is approved, the agreement will be executed by the President in substantially the same form as attached, provided that changes not substantially deviating from the form, but deemed, in the course of the bid/negotiation process, to be in the best interest of UNO, and approved by the Office of the General Counsel, are authorized.

The license agreement form and process has been reviewed by and is recommended for approval by the Business Affairs Committee.

SPONSOR: William E. Conley  
Vice Chancellor for Business & Finance

RECOMMENDED: John E. Christensen, Chancellor  
University of Nebraska at Omaha

DATE: February 16, 2011

DRAFT – February 11, 2011



## Recommended Exclusive Beverage Rights RFP Process February 18, 2011

**Background:** On July 28, 2001, the Board of Regents (“BoR”) approved an exclusive agreement, with the Pepsi Bottling Group, that Pepsi products will be poured exclusively at University of Nebraska at Omaha facilities for a ten-year period. This agreement provided for a total of \$1.8 million in license fees and sponsorships plus additional amounts to the University for product sales royalties.

**RFP Process:** UNO plans to use the same three-phase approach used by UNK and UNL in 2009.

<b>Phase One</b>	Solicitation of creative and insightful bidder proposals. Bidders must also respond to all questions and information requests set forth in the RFP.
Upon bid opening, all proposals are shared with the other bidders. UNO will determine which bidders qualify for further consideration and all bidders will be provided with UNO’s summary appraisal of the strengths and weakness of all proposals qualifying for further evaluation under Phase Two.	
<b>Phase Two</b>	Remaining bidders are allowed to modify Phase One bids by adding or increasing services, cash donations, sponsorships, donated product and supplies or any other enhancement. <b>The NPV offered in Phase Two can be no less than the highest amount bid in Phase One.</b>
Following evaluation of the Phase Two proposals, UNO shall identify, and notify the remaining bidders which proposal, based on the Phase Two submissions, is determined by UNO to best serve its interests. In a manner similar to that in Phase One, UNO shall summarize and disclose each bidder’s proposal terms to the remaining bidders.	
<b>Phase Three</b>	Remaining bidders are not allowed to make material changes, unless requested by UNO. Bidders shall submit best and final financial proposal. <b>The NPV offered in Phase Three can be no less than the highest amount bid in Phase Two.</b>

**Agreement:** The proposed UNO Beverage Rights Licensing Agreement (see attached) is consistent with similar agreements at UNK and UNL and has been reviewed by University General Counsel.

<b>Proposed Timeline:</b>	March 11, 2011	BoR approval of license agreement form
	March 11, 2011	RFP issued
	April 15, 2011	Phase One bids due
	May 23, 2011	All contract documents finalized
	June 17, 2011	Report of final agreement provisions to BoR

**Request:** UNO seeks approval of the license agreement form which will be used to grant pouring and vending rights on the UNO campus and authorization for the President to execute the final agreement. With approval of Business Affairs today, an Agenda Item will be included in the March 11, 2011 BoR meeting.

**Reasons:**

- > To maximize the amount of time for transition to a new agreement
- > To allow for input from the BoR **before** a decision and agreement is finalized
- > To facilitate BoR approval without need for a special meeting over the summer

University of Nebraska at Omaha  
Request for Proposals #9518  
Exclusive Beverage Rights Licensing Agreement

# Beverage Rights Licensing Agreement

This Agreement is made and entered into effective the 1st day of August, 2011, by and between [insert Beverage Company] (the "Company") and [insert Bottler] (the "Bottler"), referred to collectively as the "Contractor", and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska at Omaha (the "University").

In consideration of the mutual promises contained in this Agreement, the parties agree to the following terms and conditions:

## 1. DEFINITIONS

All capitalized terms in this Agreement, not otherwise defined, have the following meanings:

"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 Company.

"Approved Vending Beverages" means the Beverages the Contractor will provide and dispense in the Approved Vending Machines pursuant to Section 2.

"Approved Vending Location" means a location on the University's Omaha Campus that the University has approved for installation and operation of an Approved Vending Machine pursuant to Section 2.1. The Approved Vending Locations as of the effective date of this Agreement are listed in Exhibit B.

"Approved Vending Machine" means a vending machine which 1) is supplied by the Contractor, 2) has been approved by the University for installation and operation in an Approved Vending Location, and 3) meets the minimum specifications set forth in Section 2.2. The Approved Vending Machines for the Approved Vending Locations as of the effective date of this Agreement are listed in Exhibit B.

"Approved Vending Prices" means the vend prices of Approved Vending Beverages. The Approved Vending Prices [and their corresponding commission rates] in effect as of the date of this Agreement are listed in Exhibit B.

"Beverages" means:

A) all non-alcoholic beverages (including carbonated and non-carbonated and isotonic beverages), except, 1) tap water and water contained in water-cooler sized bottles, 2) hot drinks (including by way of example and without 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), 3) non-alcoholic beer and wine beverages, 4) fresh squeezed fruit (including lemonade) or vegetable juice, 5) fruit (including lemonade) or vegetable juice derived



from frozen concentrate, 6) milk, either soy or dairy, 7) milk or soy-based dietary supplement drinks (e.g., Slim Fast), 8) fresh brewed iced tea, 9) fresh fruit or vegetable shakes or smoothies, 10) energy shots, 11) carbonated and non-carbonated Sports Drinks as defined below, and 12) company branded water not for resale, for departmental non-event use. In addition, the parties shall in good faith negotiate on a case-by-case basis to except other products, for which the Contractor has not foreseeable plans to manufacture or distribute.

B) all beverage bases from which the non-alcoholic beverages (excluding the excepted items) listed in (A) can be prepared.

"Commission" means a percentage of sales net of sales tax on Approved Beverages through Bottler's full service (i.e. Approved Vending Beverage) program that the University is to receive under this Agreement. The parties acknowledge and agree that this percentage is not based on the provision of any services to be provided by the University. Commissions earned by the University under this Agreement are compensation for allowing Contractor and Bottler access to the University community and are not compensation for any services rendered.

"Competitive Beverages" means all Beverages other than Approved Beverages marketed under Beverage trademarks that are not Company trademarks.

"Contractor" refers to the Company and Bottler collectively. While the Company and the Bottler may allocate between themselves certain obligations and rights set forth in this Agreement, for purposes of this Agreement, all Contractor obligations are enforceable against the Company and the Bottler jointly and severally, and all Contractor rights are held jointly by the two parties which comprise the Contractor.

"Designated Non-Vending Beverages" means the Approved Beverages Contractor shall make available for sale or dispensing on the University campus, pursuant to Section 3.1 of this Agreement. Designated Non-Vending Beverages as of the effective date of this Agreement are listed in Exhibit C.

"Fountain Equipment" means all fountain equipment, including juice dispensers, and ice dispensing equipment reasonably necessary to enable University and third parties to dispense high-quality Designated Non-Vending Beverages.

"MIAA" means the Mid America Athletic Association or a successor athletic organization to which the University's Intercollegiate Athletics Program is subject.

"Monthly Vending Commissions" means Commissions payable to the University on the sale of Approved Vending Beverages pursuant to Section 2.8 at the rates set forth in Exhibit X.

"NCAA" means the National Collegiate Athletics Association or a successor organization to the jurisdiction of which the Campus's Department of Intercollegiate Athletics is subject.

"Non-Vending Beverage Cost to University" means the prices at which the University (and its associated departments and auxiliaries) may purchase Designated Non-Vending Beverages for resale pursuant to Section 3.2.2. The Non-Vending Beverage Cost to the University, as of the effective date of

this Agreement, is listed in Exhibit C.

**“Omaha Campus”** means the University’s Dodge, Pacific and Center campus sites in Omaha, Nebraska, including but not limited to, any and all existing athletic facilities, business offices, student facilities (including residence halls, classrooms, dining halls, concession stands, snack bars, bookstores, convenience stores) and any and all other buildings or facilities which comprise the Dodge, Pacific, and Center locations of the University of Nebraska at Omaha, or which may be acquired or constructed, and incorporated as part of the Dodge, Pacific, or Center locations during the term of this Agreement. Maps of the University’s Dodge, Pacific, and Center campus sites as of the effective date of the Agreement are attached and incorporated herein as Exhibit D. “Omaha Campus” does not include sites which the University does not own in their entirety, but may occupy, including certain athletic venues, residence halls, dining halls, and Alumni Center over which the University has no authority or limited authority to grant the rights given to Contractor herein, e.g. rented office spaces and leased properties.

"Proposal" means Contractor's written proposal documents submitted to the University pursuant to its Request For Proposals #9518.

"RFP" means University of Nebraska at Omaha Request for Proposals #9518.

"Sports Drink" means a Beverage which 1) is labeled or marketed as a "Sports Drink" and 2) is intended to be consumed for fluid replacement and 3) 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".

"Supplier" means an entity other than Company or Bottler that produces or supplies a Designated Non-Vending Beverage to the University on behalf of Contractor.

"Supplier Provided Beverages" means the Beverages Contractor shall cause the Supplier to make available for sale or dispensing on the University's Omaha campus, pursuant to Section 3.2.2. Supplier Provided Beverages as of the effective date of this Agreement are listed in Exhibit X.

"Teams" shall mean all men's and women's intercollegiate athletic competition teams on the Omaha Campus. Company and Bottler will have exclusive marketing, advertising, and promotional rights in the beverage category regarding the University of Nebraska at Omaha, the Teams, and all University Marks owned or controlled by University.

"Term" shall refer to that period of time during which the Agreement is executory, commencing on August 1, 2011, and ending on \_\_\_\_\_, or an earlier date of termination as provided for herein.

"University Marks" shall mean only those trade and service marks of the University described

in Exhibit X, which may be updated by the University from time to time by written notice to the Contractor.

"WCHA" means the Western Collegiate Hockey Association or a successor athletic organization to which the University's Intercollegiate Athletics Men's Hockey Program is subject.

"Year" means the period commencing August 1 of a calendar year and ending July 31 of the succeeding calendar year.

## 2. GRANT OF EXCLUSIVE BEVERAGE VENDING RIGHTS

2.1 Grant to Distribute Product and Install Machines. Subject to the terms and conditions of this Agreement, and subject to the exceptions in Section 7, the University agrees that all Beverages sold, distributed, or offered for sampling at all locations on the Omaha Campus where Beverages are sold, distributed or offered for sampling will be approved Beverages. The University hereby grants the Contractor, and the Contractor hereby accepts an exclusive license to install and operate Approved Vending Machines on the Omaha Campus to sell Approved Vending Beverages. Throughout the Term, the University shall not grant any third party the right or license to install or operate any piece of equipment on the Omaha Campus to sell any Beverage.

### 2.2 Approved Vending Machines; Approved Vending Locations.

2.2.1 On or before the effective date of this Agreement, Contractor will replace all Beverage equipment located on the Omaha campus with state-of-the-art Approved Vending Machines, unless such replacement is explicitly waived by the University. All replacement, refrigerated Beverage equipment shall have the "Energy Star" rating. Further, from time-to-time throughout the Term, should Approved Vending Machines be replaced as a consequence of obsolescence or natural wear and tear, Contractor shall replace such machines with state-of-the-art "Energy Star" rated equipment.

2.2.2 On the effective date of this Agreement, the Bottler shall operate Approved Vending Machines to sell Approved Vending Beverages at Approved Vending Locations. In the absence of the University's prior express written consent, the Contractor shall not cease to operate at an Approved Vending Location. At anytime during the Term, the University and Contractor, by mutual written agreement, may change the Approved Vending Location of an Approved Vending Machine. Upon the University's request, the Contractor shall promptly remove an Approved Vending Machine from an Approved Vending Location. Contractor also agrees to install Approved Vending Machines at new vending locations upon reasonable request from the University.

2.2.3 From time-to-time during the Term, Contractor shall present to the University 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 the Contractor. Only for purposes to ensure that the design is keeping the image and reputation that the University strives to maintain, it 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.

- 2.2.4 In the event that the University agrees to either 1) transfer its right of present possession of, or 2) destroy a building in which the Contractor then operates an Approved Vending Machine, the University shall notify the Contractor of such agreement to sell or decision to destroy, and the University shall have the right to terminate the Contractor's right to install and operate Approved Vending Machines in such building. Upon such termination of the Contractor's right, the Contractor, at its sole expense, shall promptly remove the Approved Vending Machine.
- 2.2.5 Without the University's prior consent, the Contractor shall not use space in the Approved Vending Locations in any manner or for any purpose except for the use expressly permitted by the terms and conditions of this Agreement. The Contractor shall not change or alter the electrical, plumbing, or structural components of the Approved Vending Locations without the University's prior written consent. At the termination or expiration of this Agreement, Contractor shall return possession of each Approved Vending Location to the University in its condition on the effective date of this Agreement, reasonable wear and tear excepted. The Contractor acknowledges that the University has granted it a reasonable opportunity to review and inspect each Approved Vending Location and to conduct such tests and investigations as it reasonably determines. The University disclaims all warranties, express or implied, of the condition or suitability of the Approved Vending Locations for the Contractor's particular purpose.
- 2.3 Responsibilities to Service and Operate Approved Vending Machines.
- 2.3.1 The Contractor, at its sole expense, shall fill, maintain, and service all Approved Vending Machines. The Contractor shall use all reasonable efforts to ensure that each Approved Vending Machine is kept well stocked with Approved Vending Beverages. The University shall permit the Contractor, its employees, agents and representatives to enter an Approved Vending Location during such times (and at no other times) as the University and the Contractor shall mutually agree to service and stock Approved Vending Beverages in the Approved Vending Machines.
- 2.3.2 Contractor will service its Approved Vending Machines on a regular basis, maintain the Approved Vending Machines in a clean, safe, sanitary and working condition at all times, and remove any vending related debris from the areas immediately adjacent to such machines. Contractor shall respond twenty-four (24) hours, seven (7) days a week to University's request for repair and service during any academic term within four (4) hours, and during breaks between academic terms, within twelve (12) hours, of the request. Inoperable or malfunctioning Approved Vending Machines shall be fully operational within \_ days of Contractor's receipt of University's notice of repair or service needs.
- 2.3.3 Except as provided in this Agreement, the University 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, the University 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. The Contractor hereby releases the University 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 University's gross negligence or willful misconduct.

2.3.4 Refunds to customers who encounter an unsatisfactory vending experience will be processed at refund locations designated on Exhibit B and clearly identified on each vending machine. Refund locations may be added to reflect needs in yet-to-be constructed facilities or in current University buildings as needed. Any reduction in refund locations must receive the prior approval of the University.

2.3.5 [Recycling provisions inserted here-to be determined]

2.4 Approval of Vending Beverages; Prices.

2.4.1 The Approved Vending Beverages, listed on Exhibit A, at the prices listed on Exhibit B, shall be offered on the Omaha Campus as of the effective date of this Agreement. The University shall have the right to approve the Beverage offerings for each Approved Vending Machine. Throughout the Term, Contractor shall have the right to nominate for consideration specific Beverages for sale, including package size and type, and if accepted by University, thereby amend the Approved Vending Beverages set forth on Exhibit A.

2.4.2 Whereas all parties desire to provide Beverages to the Omaha Campus consumer at fair and stable prices, Contractor shall not change the prices listed on Exhibit B without the consent of the University.

2.5 Future Beverages. Contractor will use its best efforts to offer and provide as Approved Vending Beverages, any of Contractor'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.

2.6 [If applicable] Incremental Commissions. For each Agreement Year in which annual vending sales of Approved Vending Beverages exceed xxxxxxxx thousand (xx,000) cases, Contractor agrees to pay University an "Incremental Commission" in addition to the License Fee described in Section 8 of this Agreement. The amount will be xxxx percent (xx%) of the gross revenue collected from vending sales in excess of xxxxxxxxxx thousand (xx,000) cases, net of sales taxes. Incremental Commissions shall be paid on an annual basis, thirty (30) days after the conclusion of the Agreement Year, made payable to the University of Nebraska at Omaha.

2.7 Vending Sales Reports. Contractor will provide Monthly Vending Commission sales reports for Beverage vending in a format agreed to by the University, setting forth the

following:

- Product codes for individual categories;
- Building and location of machines;
- Approved Vending Machine number;
- Beverage sales prices;
- Date of Approved Vending Machine installation/removal;
- Gross sales, sales taxes, and sales net of sales taxes, by transaction type (i.e. Cash and MavCard Sales) in the aggregate and for each Approved Vending Machine by location for each reporting period;
- Total Commission by Approved Vending Machine by location for each reporting period;
- Year-to-date Commission for each Approved Vending Machine by location for each reporting period;
- Refunds and test for each item category;
- Required beginning and ending non-reset cash meter readings;
- Actual cash collected;
- Amount over and short in aggregate and by Approved Vending Machine;
- Year-to-date reports.

2.8 Vending Expenses and Taxes. The Contractor 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. The University, at its expense, shall provide all electrical service and wiring for Approved Vending Locations up to the electrical sockets. The University shall provide Ethernet connection for \_\_\_\_\_ of the Approved Vending Locations that house Approved Vending Machines equipped with card readers that process non-cash vending transactions. However, Contractor shall pay all costs associated with alternate modes of payment, including campus network connection (i.e. port charges). In addition to card readers, all Approved Vending Machines will include a dollar bill validator/changer and a coin acceptor.

The Contractor shall: 1) 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 Contractor'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); 2) charge, collect, and pay all applicable sales, use, and/or excise taxes that may be imposed upon Approved Beverages of Approved Vending Machines; and 3) in Company's or Bottler'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 the University's reasonable request, Contractor shall deliver to the University proof of the payment of all taxes.

2.9 Responsibilities of the Company. In the event that Bottler is unable or unwilling to perform the exclusive beverage vending responsibilities heretofore mentioned and to the extent allowed by law, Company will secure these operations from an alternative reputable source with written prior approval from the University. Notwithstanding the provisions of Section 9, University will not be

responsible during the Term for conducting said beverage vending operations.

### 3. GRANT OF EXCLUSIVE BEVERAGE POURING AND RETAIL RIGHTS

3.1 Ensuring Fountain and Retail Quantities Needed. The Designated Non-Vending Beverages shall be provided to the University and the University shall have the right to offer to sell or dispense, either in fountains, bottles, or cans, in buildings and athletic facilities on the Omaha Campus such Designated Non-Vending Beverages. Contractor shall provide the University with beverages adequate to meet all the requirements of Designated Non-Vending Beverages, at the time and locations, and in the quantities and types requested by the University. In the event that certain Designated Non-Vending Beverages are available from Suppliers, Contractor shall: 1) cause its Supplier to agree to provide the University beverages adequate to meet all the University's requirements for Supplier Provided Beverages, and 2) ensure the Supplier's prompt performance of all delegated Contractor obligations to the University.

3.2 Grant of Exclusive Rights: Initial Non-Vending Beverage Cost to University: Price Adjustment.

3.2.1 University agrees that Contractor shall be entitled to have pervasive bottle/can availability throughout the Omaha Campus. University, its dining services, concessions or other retailing outlets shall serve or dispense, at a minimum, in fountains, bottles and cans, Contractor's [list of leading beverage products] Beverages in all Omaha Campus athletic facilities. In no circumstance shall Competitive Beverages be permitted in athletics facilities except as otherwise permitted in this Agreement.

3.2.2 Throughout the Term, the Contractor shall offer to sell to the University, its dining services, concession and other retailing outlets, and University agrees to purchase from Contractor, at prices not to exceed the Non-Vending Beverage Cost to University, as adjusted from time to time as provided herein, on terms of net thirty (30) days: 1) all the Omaha Campus's requirements of bottles and cans of Designated Non-Vending Beverages; 2) all the Omaha Campus's requirements of fountain dispensed Designated Non-Vending Beverages; and 3) all of Omaha Campus's requirements for Supplier Provided Beverages. Contractor shall also cause the Supplier to offer through the Contractor or to sell directly to the University, its dining services, concession and other retailing outlets, all of the Omaha Campus's requirements of Supplier Provided Beverages at the applicable Non-Vending Beverage Cost to University. See **Appendix C** for detail on specific products and prices.

3.2.3 On August 1, 2014, and on August 1 of each Year thereafter, the Contractor may increase the Non-Vending Beverage Cost to University of the bottles and cans it offers and sells to the University, its dining services, concession and other retailing outlets. The annual price increase shall not exceed, on a percentage basis and in the aggregate, the food and beverage component of the U.S. Governmental Consumer Price Index (CPI) for the Omaha-Lincoln metropolitan area. In the event of a substantial and unforeseeable increase (as supported by appropriate documentation) in a major component of Contractor's cost of goods, manufacture or delivery, Contractor may increase prices by an additional percentage, not to exceed a total

increase of xxx percent (xx%). The Contractor shall deliver to the University notice of the amount of any increase permitted under this section by May 1 prior to the Year in which the increase applies. The Contractor shall use commercially reasonable marketing efforts to ensure that any adjustment to the Non-Vending Beverage Cost to University does not negatively impact the University's revenue from the sale of Designated Non-Vending Beverages.

- 3.2.4 The price for fountain dispensed post-mix Designated Non-Vending Beverages will be \$x.xx per gallon for the first three Years. On August 1, 2014, and on August 1 of each Year thereafter, prices for fountain dispensed post-mix Designated Non-Vending Beverages may increase by a percentage equal to the lesser of: a) xx (x%) over the previous Year; or b) the annual percentage increase, as of May of the previous Year, in the food and beverage component of the U.S. Governmental Consumer Price Index (CPI) for the Omaha-Lincoln metropolitan area. Juice prices, which may be adjusted on August 1 of each Year, will be determined by deducting a fixed price allowance from the Contractor's list price for each juice flavor or product. Juice price allowances are shown in **Appendix C**, and will remain constant over the Term.
- 3.2.5 Support-in-Kind; Student and Other Campus Activities. [Provisions inserted here to be determined]
- 3.3 Beverage Warranties. The Contractor will provide the University with a product warranty in the form attached as **Appendix X**.
- 3.4 Coolers: Fountain Equipment.
- 3.4.1 The Contractor shall provide and deliver to the University at no cost or expense to the University, all coolers reasonably necessary to merchandise and sell Approved Beverages ("Coolers"). Contractor warrants that each Cooler shall be new or like new at the time the Cooler is placed in service on the Omaha Campus. Contractor represents that to the best of its knowledge, after due examination, each Cooler is free from defects in workmanship or design. The University shall have no duty to insure such Coolers.
- 3.4.2 As of the effective date of this Agreement, Contractor shall provide and install at no cost to University all Fountain Equipment. The Fountain Equipment shall be new equipment, or refurbished to be as good as new equipment. Any such equipment provided by Contractor under this Agreement will at all times remain the property of Contractor. The Fountain Equipment shall be of a quality which meets or exceeds the standards set forth in the RFP in its subsection 1.10 C.
- 3.4.3 Contractor agrees that it shall respond 24-hours, seven (7) days a week for service and repair of all Fountain Equipment and Coolers; such repair to commence within four (4) hours after notification of malfunctions by University. Contractor shall maintain the Fountain Equipment and Coolers so as to assure that it dispenses appropriate product, including but not limited to proper syrup/liquid mix, temperature, no overspray and no



spillage. Additional requirements for Department of Intercollegiate Athletics game day services and response times are listed in **Exhibit 3**.

- 3.4.4 Contractor agrees to provide to University 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 the University.
- 3.5 Responsibilities of the Company. In the event that Bottler is unable or unwilling to perform the exclusive beverages pouring and retail responsibilities heretofore mentioned and to the extent allowed by law, Company will secure these operations from an alternative reputable source with written prior approval from the University. Notwithstanding the provisions of Section 9, University will not be responsible during the Term for conducting said beverage pouring and retail responsibilities.

#### 4. **LICENSE TO USE UNIVERSITY MARKS**

- 4.1 Grant to Use University Marks. On the terms and conditions set forth in this Agreement, the University grants the Contractor a royalty free, non-exclusive, non-assignable, non-sublicensable license to use, reproduce, and otherwise exploit throughout the United States, the University Marks, subject to the exceptions in Section 7, for all Contractor's on-campus and off-campus marketing, advertising and promotional activities under this Agreement. This license includes the right to use the University Marks in or on all Contractor'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/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 the University's right of review and approval.

The Contractor shall not alter, modify, dilute, or otherwise misuse or bring disrepute to a University Mark. Throughout the Term and subject to the exceptions noted in Section 7, University shall not grant any person or entity a license to use the University 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, the Contractor shall cease using the University Marks in any capacity. In no event shall the Contractor claim or assert any ownership interest in the University Marks.

- 4.2 Additional Uses. Contractor shall have the right to use University Marks, subject to the limitations and prior written approvals required in this Section 4 and the exceptions noted in Section 7, in promotions with Contractor'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 Contractor's Beverage packaging and advertising or promotional materials related to the marketing of Company-branded Beverages.

- 4.3 Official Beverage Designation. In addition to the rights granted in 4.1 and 4.2 and subject to the exceptions noted in Section 7, Contractor shall have the right, without further payment of any royalty, in any of Contractor's marketing, advertising or promotional activities or materials to refer to any brand of Contractor Beverages as the "Official Beverage" of the Omaha Campus or the Teams, and to refer to Contractor as a "sponsor" of the Omaha Campus or the Teams.
- 4.4 Rights Not Granted. In the event that Contractor desires to use University Marks on merchandise (including without limitation prizes or other items given or sold at reduced prices as fulfillment of promotional offers) other than Contractor's Beverage packaging and advertising or promotional materials related to the marketing of Contractor's Beverages, Contractor either shall obtain the merchandise from a manufacturer licensed by the University, or shall obtain a separate license from the University for which Contractor shall pay a mutually agreed upon royalty.
- 4.5 UBI. Contractor will not use the University Marks in any manner that would result in payments to the University by Contractor being taxed as unrelated business taxable income under the Internal Revenue Code (even if such use or action is otherwise permitted hereunder). Contractor acknowledges and agrees that the University does not endorse, advertise, or market Contractor or any the Contractor's products. Contractor agrees that 1) it will make no representation that the University endorses, advertises, or markets Contractor or any of its respective products; 2) it will take no action (and will not allow any action to be taken) that will constitute or could reasonably be interpreted as an endorsement or advertisement by the University of Contractor or any of its respective products. Contractor will fully cooperate with the University 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.
- 4.6 Review of Marketing Materials. Prior to distribution, Contractor shall submit to University for approval: 1) any marketing or promotional activity with respect to University that will utilize the University Marks; and 2) any items created by Contractor that incorporate any of the University Marks. University will use best efforts to respond within ten (10) business days of receipt of any approval request. University will not unreasonably withhold its approval of such submissions by Contractor under this Agreement. Contractor acknowledges that withholding approval will not be considered unreasonable if:
- (a) University determines that University Marks have been used incorrectly in a technical sense (such as improper color or trademark nonconformity);
  - (b) University determines that Contractor's proposed promotional activity or use of University Marks will adversely reflect upon University's professional image; or
  - (c) University determines the activity is likely to result in unfavorable tax consequences, i.e., unrelated business income tax.

4.7 Annual Marketing Report. Within ninety (90) days of each Year's end, Contractor shall provide the University a report of all marketing expenditures related to Beverage vending at the Omaha Campus for the previous Year. The report shall specifically set out expenditures for 'premiums' or 'giveaways' described in the Contractor's response to Section 1.8 of the RFP, as well as descriptions and amounts of the general print and broadcast media advertising proposed in Contractor's RFP response. Individual expenditures of less than \$500 may be aggregated as a single sum in the report; however, a clear explanation of the promotional efforts represented by any aggregated sum are to be included in the report.

## 5. **SPONSORSHIP RECOGNITION**

5.1 Grant of Rights. Subject to exceptions listed in Section 7, University grants to Contractor the sponsorship recognition set forth on Appendix X.

5.2 UBI. All such sponsorship recognition, 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(i) and Treas. Reg. §1.513-4. Unless otherwise permitted by IRC §513(i) and Treas. Reg. §1.513-4, all sponsorships shall be made under arrangements where there is no provision or expectation that the Contractor will receive any substantial return benefit other than the use or acknowledgment of the name and logo (or product lines) of the Contractor's trade or business. Such use or acknowledgment may include: 1) exclusive sponsorship arrangements; 2) logos and slogans that do not contain qualitative or comparative descriptions of the Contractor's products or services; 3) a list of the Contractor's locations, telephone numbers, or internet address; 4) value-neutral descriptions, including displays or visual depictions of the Contractor's product-line or services; or 4) the Contractor's brand or trade names and product or service listings, but shall not include any "advertising" [as defined in Treas. Reg. 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 the Contractor's products or services. All signage displayed in any University facility shall contain the notation "Official Proud Sponsor of the University of Nebraska at Omaha [or 'of Maverick Athletics']", or some such similar designation as agreed to by the parties. In the event any payment or portion thereof made to University pursuant to this Agreement is deemed to constitute taxable income to the University, the parties shall in good faith renegotiate such portion or portions of this Agreement which result in such taxable income.

5.3 Approval of Sponsorship Recognition Materials. Prior to distribution and/or installation of sponsorship recognition materials, Contractor shall submit to University for approval any proposed sponsorship signage or other sponsorship recognition materials. University will use best efforts to respond within ten (10) business days of receipt of any approval request. University will not unreasonably withhold its approval of such submissions by Contractor under this Agreement. Contractor acknowledges that withholding approval will not be considered unreasonable if: (1) University determines that Contractor's proposed materials adversely reflect upon University's professional image; or (2) University determines the activity is likely to result unfavorable tax consequences, i.e. unrelated business income tax.

- 5.4 Post-Season Tournaments. Sponsorship recognition materials may not be displayed in the case of exhibition, pre-season, conference, regional, National Collegiate Athletic Association ("NCAA") or other tournaments/games, whether those events take place in facilities located on University property or in facilities located in off-campus venues. In such instances, the University may have no authority regarding sponsors appearing in tournament venues, and therefore, certain of Contractor's recognition materials may be removed or covered during the period of said tournaments/games; sponsorship announcements may not be made; and exclusive sponsorship grants may be voided, in order to meet the requirements of the sports event organizer. Contractor 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 reinstallment of Contractor's sponsorship materials shall be accomplished without cost to Contractor.
- 5.5 Non-University Venues. In certain instances in this Agreement, the University has promised Contractor sponsorship recognition or economic benefits in relation to sports venues that are not owned or are not fully under the control of the University (e.g. Qwest Center Omaha). In all instances, the University has in good faith promised Contractor the sponsorship recognition and economic benefits accompanying this Agreement with the belief that all such recognition and economic benefits are readily available. However, should the person or entity owning or controlling the operations of such venues refuse to allow University to provide Contractor with the recognition and benefits promised herein, following University's reasonable efforts and attempts to negotiate with the sports venue's owner/operator, then University's obligations to provide such recognition and benefits at these off-campus, non-University controlled venues shall be waived; certain of Contractor recognition materials may be removed or covered; and sponsorship announcements may not be made, in order to meet the requirements of the sports venue owner/operator/controller. Contractor 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 reinstallment of Contractor's sponsorship materials shall be accomplished without cost to Contractor.
- 5.6 Company Marks. Company hereby grants to the University a non-exclusive license to use, and authorizes the University to sublicense others to use and subcontract with others to manufacture products incorporating or bearing Company's trademarks, trade names, logos, slogans, trade dress and other intellectual property of indicia, solely for the purposes of performing University's obligations hereunder, including distributing, announcing and installing the sponsorship recognition elements described in this Agreement. The University shall not be obligated to pay or to cause any sublicensee to pay any royalty or other fee to Contractor with respect to any such use.
6. **STUDENT PROGRAM SUPPORT** [sample language-depends upon contract award]
- 6.1 University Selected Student Purposes. Each Year, Contractor shall pay to the University \_\_\_\_\_ Dollars (\$xxx,xxx) to be used by the University for student-related purposes selected by the University in its sole discretion. Payment for Year 1 will be paid within thirty (30) days of the execution of this Agreement with subsequent payments made no later than August 1 for each Year of the Term.

6.2 Student Support. Contractor agrees to provide annually, the aggregate sum of \_\_\_\_\_ Dollars (\$xxx,xxx) to support student events and activities ("Student Support"). All Student Support events and activities will be subject to University policies and procedures governing events, including scheduling and approval of events and activities by the \_\_\_\_\_. To the extent that Student Support has not been utilized, the University shall be entitled to the unused portion of the annual obligation, which shall be paid directly to the University no later than August 31 following the applicable Year.

6.3 Promotional Reports. Contractor agrees to expend \$\_\_\_\_\_ toward the general promotion of the Approved Beverages in relation to the Omaha Campus Beverage customer, and further agrees to report in writing to University, no less frequently than once each quarter of the Year, such expenditures as well as the nature of the promotion.

## 7. **EXCLUSIVE RIGHTS; EXCEPTIONS**

### 7.1 Exclusive Rights.

7.1.1 Contractor will have the exclusive right to be the "Official Soft Drink of the University of Nebraska at Omaha ", the "Official Soft Drink of Maverick Athletics", and the nonexclusive right to be a "Proud Sponsor of Maverick Athletics".

7.1.2 Subject to the terms and conditions of this Agreement, the parties acknowledge and agree that the University shall have the right to accept donations from persons associated with or owning interests in Competitive Beverages.

7.1.3 The University will not grant, nor allow anyone on the University's behalf to grant, any of the following rights or benefits to an entity which operates a line of business which primarily manufactures and/or distributes Competitive Beverages:

- (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 the Omaha Campus 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 Omaha Campus facility, including Athletic facilities while such facilities are being used as a competition venue by the Omaha Campus's Department of Intercollegiate Athletics, including Caniglia Field, the Sapp Field House, and any parking areas for these facilities. Except as specifically stated herein to the contrary, the University shall not allow any Competitive Beverage's manufacturer or distributor to 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 Omaha Campus facility when such facility is serving as a venue for an event or activity sponsored by the University.

- (c) the right to display such 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 by the Omaha Campus;
- (d) any license to allow a Competitive Beverage to use any of University's Marks; provided, however, that it shall not be a violation of this Agreement for the University to comply with bylaws, rules or regulations of the NCAA even if such bylaws, rules or regulations may require that University 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 University Marks to be used by the MIAA and WCHA or its 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 play-offs. Further, it shall not be a breach of this Agreement should the MIAA or WCHA 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 MIAA or WCHA or its successor conferences.

## 7.2 Exceptions.

- 7.2.1 Nothing in this Agreement shall prohibit the University from transferring or granting rights to any person or entity affiliated with a Competitive Beverage, to (i) possess or otherwise occupy a premium seating area in any sports venue (e.g. a skybox); or (ii) possess or otherwise occupy any University facility on the same basis and terms as others in the public to whom similar rights of occupancy are offered. Directory and room signs identifying the entity or person occupying the site shall not violate this Agreement.
- 7.2.2 University may infrequently invite or allow events, performances, or exhibitions to 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 the University, the Omaha Campus or the Teams. The University will take reasonable steps to clarify the absence of any relationship between the Competitive Beverage and the Omaha Campus or the Teams. University shall provide Contractor 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 campus.
- 7.2.3 Nothing contained herein will prevent on-campus consumption by students, faculty, staff or their guests, or the general public, of Competitive Beverages purchased outside the campus for individual use and not for resale.

- 7.2.4 It shall not be a violation of this Agreement for the University 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 Omaha Campus.
- 7.2.5 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 campus.
- 7.2.6 It shall not be a violation of this Agreement for the University or any Team to comply with bylaws, rules or regulations, terms, conditions, agreements, or contracts of any events sponsored by a third party provided that the University is not the originator of any such events and acts solely as the host venue at which the third party events will take place.
- 7.2.7 It shall not be a violation of this Agreement for a visiting team to use a Competitive Beverage or Sports Drink, its container, cups, towels or other items in its team bench area or as its sponsor.
- 7.2.8 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 campus. The University will take reasonable steps to prevent said organizations from selling or otherwise dispensing Competitive Beverages on-campus. Furthermore, the University shall take reasonable steps to address and seek to stop such organizations from creating the impression that the University, the Omaha Campus or the Teams endorse or have a relationship with a Competitive Beverage. However, individuals may consume Competitive Beverages as provided in Section 7.2.3 or as provided in Section 7.2.9.
- 7.2.9 It shall not be a violation of this Agreement for the University to provide Competitive Beverages to visitors, dignitaries and performers invited by the University when such products are specifically itemized and contractually required by the visitor, dignitary or performer.
- 7.2.10 It shall not be a violation of this Agreement for the University to open additional convenience stores on campus as long as those stores abide by the terms and conditions of this Agreement.
- 7.2.11 Competitive Beverages may be served at privately catered events in suites, corporate tents or other small private spaces, provided that the University administration does not sponsor any such events, University Dining Services does not cater such events, and Competitive Beverages are served at no charge in vessels without Competitive Beverage trademarks. This provision shall not be deemed to allow any advertising, promotional or trademark visibility rights on the Omaha Campus or in connection with the University Marks with respect to Competitive Beverages served at any such event.
- 7.2.12 The University represents, and Contractor acknowledges, that University currently sells Starbucks freshly brewed coffees and teas at its Omaha Campus, and that such Competitive Products will be served in cups bearing their trademarks. It shall not be a violation of this Agreement for the University to serve Starbucks freshly brewed coffees or teas in trademarked cups or of any other

entity chosen to supply/serve freshly brewed coffees or teas on-campus in their stead. Furthermore, it shall not be a violation of this Agreement for the University to sell Competitive Beverages related to such brewing company's products, so long as such Competitive Beverages are limited to freshly brewed coffees and teas, and do not include carbonated beverages, waters and juices.

8. **FINANCIAL CONSIDERATION** [to be determined]

9. **TERMINATION AND SUSPENSION**

9.1 Termination by University.

9.1.1 The University shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the Contractor upon the occurrence of one or more of the following events:

- (a) the Contractor fails to perform one or more of its material obligations under this Agreement after the University has provided notification of such failure(s) and granted thirty (30) days to cure its breach;
- (b) the Company or the Bottler is unable to pay its liabilities when due, shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if a receiver is appointed for the Company's or the Bottler's business or property, or if a trustee in bankruptcy or insolvency shall be appointed under the laws of the United States of America or any state.

9.1.2 Upon the effective date of such termination by University, University shall avail itself of such remedies as are available under the law, including but not limited to the following:

- (a) University shall have the right to immediately remove all of Contractor's signage;
- (b) Contractor's exclusive rights under this Agreement, and as specifically set forth in Section 7, shall cease;
- (c) Contractor's right to use University Marks will terminate;
- (d) Contractor shall remove at its expense all of its Approved Vending Machines and Non-Vending Beverage Equipment;
- (e) Contractor shall have no obligation to pay any amounts under Section 8 which become due after the effective date of termination; provided any amounts that became due prior to termination shall survive termination.

9.2 Termination by Contractor.

9.2.1 The Contractor will have the right to terminate this Agreement upon thirty (30) days prior written notice to the University upon the occurrence of one or more of the following events:

- (a) if the University materially breaches one or more of its material obligations under this Agreement after the Contractor has notified the University of its failure(s) to perform and granted it thirty (30) days to cure the breach;
- (b) if the University is unable to pay its liabilities when due, shall make an assignment for



the benefit of creditors or shall file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or if a receiver is appointed for the University's business or property, or if a trustee in bankruptcy or insolvency shall be appointed under the laws of the United States of America or any state. .

- 9.2.2 If the Contractor elects to terminate this Agreement as provided for in Section 9.2, Contractor shall pay any outstanding amounts due through the effective date of termination. Contractor shall have no obligation to pay any amounts under Section 8 which become due after the effective date of termination. Any amounts that became due prior to termination shall survive termination.

## 10. **INDEMNIFICATION**

- 10.1 Indemnification of the University. Company and Bottler, severally and not jointly, shall defend, hold harmless, and indemnify the University and each of its regents, officers, employees, and agents (each of which shall be referred to as a "University Indemnatee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to reasonable attorneys' fees) imposed upon, incurred by or asserted against a University Indemnatee arising from or relating to, directly or indirectly, Company's and the Bottler'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 Company's or the Bottler's officers, employees or agents; provided however, that neither Contractor nor the Bottler shall be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the University Indemnatee's negligent or intentional, acts or failure to act. The obligations under this section shall survive the termination of this Agreement.
- 10.2 Indemnification of the Company and Bottler. To the extent allowed by law, the University shall defend, hold harmless, and indemnify the Company and Bottler, jointly and severally, and each of their directors, officers, employees, and agents (each of which shall be referred to as a "Contractor Indemnatee") from and against any and all claims, actions, judgments, damages, liabilities, and expenses (including, but not limited to reasonable attorneys' fees) imposed upon, incurred by or asserted against a Contractor Indemnatee arising from or relating to, directly or indirectly, the University's performance or breach of the terms of this Agreement, any transaction contemplated hereby, or the operating of the campuses, including, but not limited to, the acts or omissions of the University's employees or agents; provided however, that University shall not be liable under such indemnity for any portion of such claims, actions, judgments, damages, liabilities, or expenses resulting from the Contractor Indemnatee's negligent or intentional, acts or failure to act. The obligations under this section shall survive the termination of this Agreement.

## 11. INSURANCE

[Coverage amounts set forth in this section may be amended upon review and approval of the General Counsel of the University of Nebraska, or his/her designee.]

Contractor shall procure and maintain such insurance, listed below, as shall protect the Contractor from claims for personal injury, bodily injury and/or property damage which may arise from its obligations under this Agreement.

Commercial General Liability with limits of liability no less than \$3,000,000 each occurrence bodily injury and property damage, with a \$5,000,000 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.

Automobile Liability providing coverage for owned, non-owned and hired vehicles with limits of liability no less than \$3,000,000 combined single limit per accident for bodily injury and property damage.

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

Umbrella/Excess Liability with limits of liability no less than \$5,000,000 each occurrence. The schedule of underlying insurance on this policy shall list both the commercial general liability policy and the automobile liability policy.

### 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 Contractor's personal property, fixtures, stock, inventory, equipment and Contractor improvements ..

Business income or interruption insurance in the amount of \$1,000,000 or thirty (30) days loss of income plus salaries, whichever is less.

The Board of Regents of the 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 and the Automobile Liability policy.

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 the Office of Business and Finance at the University of Nebraska at Omaha on or before the earlier of: thirty (30) days following execution of this Agreement; or seven (7) days prior to Contractor assuming operations under this Agreement. Each certificate shall state that the University 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, the University shall have the right (a) to secure such policies of insurance or services as described above and hold the Contractor responsible for the cost of said policies or services, or (b) terminate this Agreement.

The University makes no representation that the limits or forms of coverage of insurance specified in the Agreement are adequate to cover Contractor's property or obligations under this Agreement.

## 12. REPRESENTATIONS, WARRANTIES AND COVENANTS

12.1 The University represents, warrants, and covenants to the Contractor that:

- (a) It has full power and authority to enter into this Agreement and to grant and convey to the Contractor the rights set forth herein.
- (b) 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 the University and constitutes the legal and binding obligation of the University enforceable in accordance with its terms.
- (c) Except as otherwise provided in this Agreement, the University has not entered into, and during the Term will not enter into 1) other agreements which would prevent it from complying with the provisions of this Agreement, or 2) any agreement granting beverage rights that are inconsistent with the rights granted by it to Contractor pursuant to this Agreement, including any agreements with licensing agents, concessionaires or third party food service operators, vending companies, and/or other entities which sell or distribute Beverages. Subject to the exceptions in Section 7, the University will require third parties (e.g., concessionaires, third-party food service operators, vending companies, licensing agents); to the extent the University has authority or control, to comply with the relevant provisions of this Agreement.
- (d) The University has the right to license the University Marks to Contractor.

12.2 Each of the Company and the Bottler, solely as to itself, represents, warrants, and covenants

to the University that:

- (a) It has the full power and authority to enter into and perform this Agreement.
- (b) 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.
- (c) 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.
- (d) It will require compliance with the relevant provisions of this Agreement by any third-party Supplier.

### 13. **INCORPORATION OF RFP; STANDARD TERMS AND CONDITIONS**

Unless this Agreement provides to the contrary, all provisions of the RFP, and specifically those set forth in Section 4.0 of the RFP, are incorporated herein by this reference, and are included as part of this Agreement, as if and to the same extent, they were written here in their entirety. Any references in the RFP's standard terms and conditions to the "successful bidder" or the "bidder" shall have the same meaning as the term "Contractor" in this Agreement, and any references to UNO in the standard terms and conditions shall include the "University" and "Omaha Campus", for purposes of this Agreement.

### 14. **BOARD OF REGENTS APPROVAL**

This Agreement, neither in whole nor in part, shall be enforceable absent the approval of the Board of Regents of the University of Nebraska, as provided for in the agenda item approved by the Board of Regents at its March 11, 2011, meeting.

### 15. **MISCELLANEOUS**

15.1 Assignment. Neither party may assign its rights under this Agreement to another, whether by contract or by operation of law, without the express written consent of the other party, which consent shall not be unreasonably withheld. Any attempt to so assign this Agreement shall be cause for immediate termination of the Agreement, notwithstanding any other provisions to the contrary. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

15.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.3 Notice. Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or when mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

**To University:**

Vice Chancellor for Business and Finance  
University of Nebraska at Omaha  
6001 Dodge Street  
Omaha, NE 68182-0047

**To Contractor:**

Company: Bottler

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee. Notification of either Company or Bottler shall be deemed sufficient notification to both.

- 15.4 Modification; Waiver of Rights. This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and the University of Nebraska at Omaha Chancellor or his/her designee. The course of dealing between the University and Contractor will not modify or amend this Agreement in any respect. Any delay by University or Contractor in the exercise of any of their respective rights and obligations under this Agreement will not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not: (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to University or Contractor; or (c) operate or be construed as a waiver of compliance by University or Contractor as to any other provision of this Agreement.
- 15.5 Entire Agreement; Severability. This Agreement constitutes the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision will be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.
- 15.6 Independent Contractors. This Agreement does not constitute and will not be construed as constituting a partnership or joint venture, or an employee/employer relationship or one of principal and agent, it being understood that Contractor and the University are and will remain independent parties.

15.7 Governing Law. This Agreement shall be controlled by the laws of the State of Nebraska and any dispute arising from it shall be resolved in a court or administrative body of competent jurisdiction in the State of Nebraska.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

By: \_\_\_\_\_  
James B. Milliken, President

Attest: \_\_\_\_\_  
Corporation Secretary

For [insert Beverage Company legal entity]:

For [insert Bottler entity]:

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

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

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

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

TO: The Board of Regents Addendum IX-B-12

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Architect selection for the Community Engagement Center at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the selection of Holland Basham Architects to provide architectural design services for the Community Engagement Center at the University of Nebraska at Omaha (UNO).

PREVIOUS ACTION: October 15, 2010 -- The Board of Regents approved the program statement and the preliminary budget for the Community Engagement Center at UNO.

EXPLANATION: A Project Evaluation Board consisting of the Assistant Vice President for Business and Finance/Director of Facilities Management and Planning, three representatives from the UNO campus, one representative from UNO Facilities Management and Planning, and four external members has selected Holland Basham Architects to provide architectural design services for the Community Engagement Center. This firm was selected from a field of fourteen firms submitting proposals for the project. All firms on the University of Nebraska list of certified architectural and engineering firms were initially contacted. A contract for design services will be negotiated within the amount shown in the approved project budget.

Proposed start of construction: October 2011  
Proposed completion of construction: December 2012

PROJECT COST: \$23,593,161

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$575,266  
1% Assessment 235,931

SOURCE OF FUNDS: Private Donations

SPONSORS: William E. Conley  
Vice Chancellor for Business and Finance

Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

RECOMMENDED: John E. Christensen, Chancellor  
University of Nebraska at Omaha

DATE: February 16, 2011

TO: The Board of Regents  
Business Affairs

MEETING DATE: March 11, 2011

RECOMMENDED ACTION: Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association (UNKEA) for the 2011-2013 biennium.

PREVIOUS ACTION: April 24, 2009 – The Board approved amendments to the Collective Bargaining Agreement.

EXPLANATION: The amendments to the Bargaining Agreement were made pursuant to Neb. Rev. Stat. §§ 81-1369 through 81-1390, and §§ 48-801 through 48-842. The key economic element of this Agreement is a 1.0% salary increase in the first year of the contract and a 1.0% salary increase in the second year of the contract for the 2011-2013 biennium.

With the exception of changes (i.e., appropriate dates and minor language revisions), salaries were the only issue in dispute. Minor, non-substantive adjustments or corrections may be made in the final document prior to printing. These changes have been ratified by the members of the UNKEA.

PROJECT COST:	Year 1	Year 2
	<u>2011</u>	<u>2012</u>
Percentage Increases	1.0%	1.0%
Salary	\$228,000	\$231,000
Corresponding Benefits	<u>33,000</u>	<u>33,000</u>
Total	<u>\$261,000</u>	<u>\$264,000</u>

(Costs represent only the bargaining unit costs)

SOURCE OF FUNDS: General Funds/Cash Funds

SPONSORS: Ed Wimes  
Assistant Vice President and  
Director of Human Resources

Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

RECOMMENDED: James B. Milliken  
President

DATE: March 2, 2011



**C. FOR INFORMATION ONLY**

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

TO: The Board of Regents  
Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework document.

SPONSOR: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

## **INVESTING IN NEBRASKA'S FUTURE**

### **Strategic Planning Framework**

**2010-2013**

The University of Nebraska is a four-campus, public university which was created and exists today to serve Nebraskans through quality teaching, research, and outreach and engagement. We strive to be the best public university in the country as measured by the impact we have on our people and our state, and through them, the world. To do that, we must compete effectively with other institutions around the world for talented students and faculty. The future of Nebraska is closely tied to that of its only public university, and this framework guides university-wide and campus planning to help build and sustain a Nebraska that offers its citizens educational and economic opportunity and a high quality of life.

The framework consists of six overarching goals emphasizing access and affordability, quality academic programs, workforce and economic development, research growth, engagement with the state, and accountability. Each goal has a number of related objectives, strategies and accountability measures developed for Board and university-wide monitoring over a multi-year period. Companion documents include an implementation tool with metrics and the schedule for monitoring by the Board, as well as a dashboard reflecting progress.

The university's efforts will not be limited to these priorities, as we expect to be able to measure progress in other areas given the interrelatedness of the objectives, other priorities of the Board and the President, and the ongoing strategic planning efforts of the four campuses. Campus plans are consistent with this framework and operate within its broader goals. Each campus has established a set of quality indicators that provide a means to evaluate achievement and momentum related to its principal objectives.

1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.
  - a. The university will strive to increase affordability and ensure qualified students are not denied access based on economic circumstances.
    - i. Secure state funding sufficient to support access to high quality programs.*
    - ii. Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*
    - iii. Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).*
  - b. Increase the percentage of Nebraska high school graduates (the state “college-going rate”) who enroll at and graduate from the university.
    - i. Increase enrollment, consistent with quality imperatives, to serve Nebraska’s goals for increased educational attainment.*
    - ii. Increase each campus’s undergraduate freshman-to-sophomore retention rate each year, with a goal of exceeding the average of its peer institutions.*
    - iii. Increase each campus’s undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.*
  - c. Increase the diversity of those who enroll at and graduate from the university, employing measures permitted by state and federal law.
    - i. Engage in partnerships with other higher education institutions, K-12, and the private sector to increase diversity of students who seek a post-secondary education, employing measures permitted by state and federal law.*
  - d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.
  - e. Promote adequate student preparation for success in higher education.
    - i. Engage in pilot programs with Nebraska high schools for development of high school academies in partnership with the university.*
    - ii. Provide timely and usable information to middle school students, parents, teachers and school administrators.*

- f. Promote ease of transfer to the university from other higher education institutions.
    - i. *Improve programs for transfer from community colleges, state colleges and other higher education institutions.*
  - g. Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths and entrepreneurship.
2. The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.
- a. Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.
    - i. *To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*
    - ii. *Develop and maintain programs to enhance work/life conditions of faculty and staff, including overall campus climate.*
    - iii. *Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*
    - iv. *Increase support for professorships and named/distinguished chairs.*
  - b. Pursue excellence through focus on targeted programs in areas of importance to Nebraska where the university can be a regional, national and/or international leader (e.g. agriculture and natural resources, life sciences, information technology and architectural engineering).
    - i. *Programs of Excellence funding shall be increased when practicable and results of allocations shall be periodically reviewed for impact.*
    - ii. *Resource allocation shall take advantage of distinct campus roles and missions to achieve overall university goals.*
    - iii. *Campuses are encouraged to collaborate to achieve overall university goals.*
  - c. Provide opportunities for global engagement of faculty through international teaching, research and outreach exchanges, fellowships and collaborations.
    - i. *Increase faculty participation in Fulbright and related programs.*

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.
  - a. Work to stem and reverse the out-migration of graduates and knowledge workers.
  - b. Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.
    - i. Increase enrollment of Nebraska students ranked in top 25% of their high school class.*
    - ii. Increase support for merit-based scholarships.*
  - c. To attract talent to the state, increase the number of nonresident students who enroll at the university.
    - i. Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*
  - d. To adequately prepare students for the global economy, significantly increase opportunities for international study and engagement.
    - i. Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.*
    - ii. Significantly increase the number of international undergraduates and graduates studying at the university.*
  - e. Encourage and facilitate the commercialization of research and technology to benefit Nebraska.
  - f. Develop and strengthen internship and service learning opportunities with business, education, government, military, and nonprofit organizations.
  - g. Engage in partnerships with government and the private sector to develop regional economic strength.
  - h. Pursue excellence in educational attainment aligned with the long-term interests of the state.
    - i. Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas.*
    - ii. Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.*

iii. *Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands.*

4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.

a. Increase external support for research and scholarly activity.

i. *Increase federal support for instruction, research and development, and public service.*

ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*

b. Increase undergraduate and graduate student participation in research and its application.

c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.

d. Improve the quantity and quality of research space through public and private support.

e. Focus resources on areas of strength in research where the university has the opportunity for regional, national and international leadership and in areas of strategic importance to the health and economic strength of Nebraska (e.g. agriculture and life sciences; natural resources, especially water; prevention and cure of diseases such as cancer; and early childhood education).

i. *Invest resources through the Nebraska Research Initiative, Programs of Excellence and other sources to build capacity and excellence in research.*

5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.

a. Support economic growth, health and quality of life through policy initiatives consistent with university mission.

b. Recognize and reward faculty innovation and effectiveness in outreach and engagement.

- c. Support Nebraska's economic development.
    - i. Partner and collaborate with government and the private sector to attract, retain, and spur business development and economic opportunity.*
    - ii. Use university research and other resources to foster more effective relationships with the private sector.*
  - d. Support entrepreneurship education, training and outreach.
  - e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.
  - f. Use university resources to engage Nebraskans outside cities where our major campuses are located.
    - i. Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*
    - ii. Effectively use regional research and extension operations and statewide extension for engagement with the university.*
6. The University of Nebraska will be cost effective and accountable to the citizens of the state.
- a. Support the development of a sustainable university environment.
    - i. Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*
    - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
    - iii. Campuses shall pursue energy efficiency.*
    - iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
  - b. Maintain a safe environment for students, faculty, staff and visitors.
    - i. Develop and regularly monitor fire safety plans and procedures.*
    - ii. Collaborate with state and local government in disaster planning.*
    - iii. Develop and test campus plans for emergencies and disasters.*



- c. Allocate resources in an efficient and effective manner.
  - i. *Use best practices in procurement and construction and other business engagement.*
  - ii. *Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.*
  - iii. *Develop and report on matrix of business health indicators, including university debt.*
- d. Maximize and leverage non-state support.
  - i. *Promote entrepreneurship and revenue-generating opportunities.*
  - ii. *Collaborate with the University of Nebraska Foundation to secure private support for university priorities.*
- e. Create and report performance and accountability measures.
- f. Maximize potential of information technology to support the university's activities.
- g. Provide accurate and transparent information to the public about college costs and student learning and success outcomes.
  - i. *Participate in the Voluntary System of Accountability.*
  - ii. *Participate in the National Survey of Student Engagement.*
  - iii. *Monitor student achievements on licensing and professional examinations.*
  - iv. *Participate and measure effectiveness of national pilot projects on learning assessment with the goal of adopting university measurements.*
- h. Implement awareness and education programs to assist all students in management of personal financial matters.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska Strategic Framework Accountability Measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic accountability measures.

SPONSOR: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

## INVESTING IN NEBRASKA’S FUTURE

### Strategic Planning Framework

**2010-2013**

#### Accountability Measures

**1. State Funding (1-a-i)**

*Secure state funding sufficient to support access to high quality programs.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2011-12	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2011	Business
FY 2012-13	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2012	Business
FY 2013-14	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2013	Business

**2. Tuition (1-a-ii)**

*Keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2011-12	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2011	Business
FY 2012-13	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2012	Business
FY 2013-14	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2013	Business

**3. Need-based Financial Aid (1-a-iii)**

*Expand need-based financial aid and effectively market opportunity and major aid programs (e.g. Collegebound Nebraska, Buffett Scholars, Thompson Learning Communities).*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2010-11	1) Report on the implementation, including results, of the plan to expand the Tuition Assistance Program. 2) Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2011	Academic
FY 2011-12	Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2012	Academic
FY 2012-13	Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2013	Academic

**4. Enrollment (1-b-i)**

*Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Oct. 2011	Academic
Fall 2012	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Nov. 2012	Academic
Fall 2013	1) Increase undergraduate enrollment by 1.5% annually. 2) Maintain a retention rate of 80% or above for undergraduate students.	Nov. 2013	Academic

**5. Graduation Rates (1-b-iii)**

*Increase each campus's undergraduate six-year graduation rate, with a goal of exceeding the average of its peer institutions.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2009-10 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2012	Academic
2010-11 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2013	Academic
2011-12 Academic Year	1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.	Jan. 2014	Academic

**6. Faculty Merit Compensation (2-a-i)**

*To help ensure competitiveness, faculty salaries and incentives (awarded on the basis of merit) and fringe benefits should exceed the average of peer institutions.*

<b>Reporting Period</b>	<b>Accountability Measure</b>	<b>Report Date</b>	<b>Reporting Committee</b>
FY 2010-11	<ol style="list-style-type: none"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	April 2011	Business
FY 2011-12	<ol style="list-style-type: none"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	April 2012	Business
FY 2012-13	<ol style="list-style-type: none"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	April 2013	Business

**7. Faculty Diversity (2-a-iii)**

*Each campus shall endeavor to meet the university's ongoing commitments to faculty diversity, employing measures permitted by state and federal law.*

<b>Reporting Period</b>	<b>Accountability Measure</b>	<b>Report Date</b>	<b>Reporting Committee</b>
Fall 2010	<ol style="list-style-type: none"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Sept. 2011	Academic
Fall 2011	<ol style="list-style-type: none"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Sept. 2012	Academic
Fall 2012	<ol style="list-style-type: none"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Sept. 2013	Academic

**8. Nebraska Top 25% (3-b-i)***Increase enrollment of Nebraska students ranked in top 25% of their high school class.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	Increase enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0%.	Oct. 2011	Academic
Fall 2012	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class at 50.0% or greater.	Nov. 2012	Academic
Fall 2013	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class at 50.0% or greater.	Nov. 2013	Academic

**9. Merit-based Scholarships (3-b-ii)***Increase support for merit-based scholarships.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2010-11	Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2011	Academic
FY 2011-12	Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2012	Academic
FY 2012-13	Raise at least \$6 million in private funds (endowment and/or spendable).	Sept. 2013	Academic

**10. Nonresident Student Enrollment (3-c-i)***Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2011	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Oct. 2011	Academic
Fall 2012	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Nov. 2012	Academic
Fall 2013	Increase the number of new nonresident undergraduate students by 1.5% percent annually.	Nov. 2013	Academic

### 11. Workforce Development (3-h-i and 3-h-iii)

*Analyze areas of future workforce demand, including job and self-employment opportunities in non-growth rural communities and economically disadvantaged urban areas, and strengthen or develop curricula and programs appropriate to the university in alignment with those areas. (3-h-i) Develop distance education and other educational programs that permit Nebraskans to prepare for jobs and opportunities to meet future workforce demands. (3-h-iii)*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	Index and analyze faculty research that may contribute to new workforce opportunities.	March 2011	Outreach
Fall 2011	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	March 2012	Outreach
Fall 2012	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	March 2013	Outreach

### 12. Research (4-a-i)

*Increase federal support for instruction, research and development, and public service.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2009-10	<ol style="list-style-type: none"> <li>1) Increase UNL and UNMC federal research awards from all federal agencies at a rate 20% higher per year than weighted total national federal awards per year on three-year rolling average.</li> <li>2) For UNO and UNK, achieve seven percent compounded growth annually, continuing progress toward the ten-year goal of doubling sponsored awards for instruction, research and public service from all sources over FY 2005-06 awards of approximately \$11.2 million and \$2.3 million, respectively.</li> </ol>	March 2011	Academic
FY 2010-11	<ol style="list-style-type: none"> <li>1) Increase UNL and UNMC federal research awards from all federal agencies at a rate 20% higher per year than weighted total national federal awards per year on three-year rolling average.</li> <li>2) For UNO and UNK, achieve seven percent compounded growth annually, continuing progress toward the ten-year goal of doubling sponsored awards for instruction, research and public service from all sources over FY 2005-06 awards of approximately \$11.2 million and \$2.3 million, respectively.</li> </ol>	March 2012	Academic
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### 13. Entrepreneurship (5-d)

*Support entrepreneurship education, training and outreach.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Spring 2011	<ol style="list-style-type: none"> <li>1) Increase training hours invested by program participants by 5% of 83,940.</li> <li>2) Increase number of clients assisted by 5% of 10,904.</li> <li>3) Increase number of SBIR/STTR applications by 10% of 70.</li> <li>4) Increase number of SBIR/STTR awards by 5% of 18.</li> <li>5) Increase investment in NU assisted companies by 10% of \$56,056,229.</li> <li>6) Increase NU assisted business start-ups and transitions by 5% of 460.</li> </ol>	April 2011	Outreach
Spring 2012	Evaluate and modify annual targets as appropriate.	April 2012	Outreach
Spring 2013	Evaluate and modify annual targets as appropriate.	April 2013	Outreach

### 14. LB 605 (6-a-ii)

*Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*

**A capstone report on LB 605 was presented to the Board of Regents in January 2011.**

### 15. Business Process Efficiencies (6-c-ii)

*Leverage roles and missions of campuses to find savings and cost reductions through academic, administrative and business process efficiencies and effectiveness.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2008 Calendar Year	Expenditures: Drive strategic investment through Programs of Excellence, reallocations	TBD	Business
2009 Calendar Year	Expenditures: Drive strategic investment through Programs of Excellence, reallocations	TBD	Business
2010 Calendar Year	Expenditures: Drive strategic investment through Programs of Excellence, reallocations	TBD	Business
2011 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa2 rating; exceed 1.15 coverage</li> <li>4) Capital: Capital Queue</li> <li>5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations</li> <li>6) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> <li>7) Information Technology: report on implementation of SIS and SAP</li> </ol>	<ol style="list-style-type: none"> <li>1) June 2011</li> <li>2) December 2011</li> <li>3) December 2011</li> <li>4) Quarterly</li> <li>5) TBD</li> <li>6) April 2011</li> <li>7) SIS, March/Sept. 2011; SAP, Sept. 2011</li> </ol>	Business



2012 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa2 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations</li> <li>6) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> <li>7) Information Technology: report on implementation of SIS and SAP</li> </ol>	<ol style="list-style-type: none"> <li>1) 2<sup>nd</sup> Quarter 2012</li> <li>2) 4<sup>th</sup> Quarter 2012</li> <li>3) 4<sup>th</sup> Quarter 2012</li> <li>4) Quarterly</li> <li>5) TBD</li> <li>6) 2<sup>nd</sup> Quarter 2012</li> <li>7) SIS, 1<sup>st</sup> and 3<sup>rd</sup> Quarter 2012; SAP, 3<sup>rd</sup> Quarter 2012</li> </ol>	Business
2013 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa2 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Expenditures: Drive strategic investment through Programs of Excellence, reallocations</li> <li>6) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> <li>7) Information Technology: report on implementation of SIS and SAP</li> </ol>	<ol style="list-style-type: none"> <li>1) 2<sup>nd</sup> Quarter 2013</li> <li>2) 4<sup>th</sup> Quarter 2013</li> <li>3) 4<sup>th</sup> Quarter 2013</li> <li>4) Quarterly</li> <li>5) TBD</li> <li>6) 2<sup>nd</sup> Quarter 2013</li> <li>7) SIS, 1<sup>st</sup> and 3<sup>rd</sup> Quarter 2012; SAP, 3<sup>rd</sup> Quarter 2013</li> </ol>	Business

## 16. Student Learning Assessment (6-g)

*Provide accurate and transparent information to the public about college costs and student learning and success outcomes.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2010	<ol style="list-style-type: none"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	April 2011	Academic
Fall 2011	<ol style="list-style-type: none"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	April 2012	Academic
Fall 2012	<ol style="list-style-type: none"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	April 2013	Academic

TO: The Board of Regents  
Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska Calendar of establishing and reporting  
accountability measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is a calendar of establishing and reporting accountability  
measures.

SPONSOR: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

# Strategic Framework Accountability Measure Reporting and Updating Calendar

Revised February 16, 2011

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>	<u>Outreach and Economic Development</u> <u>Ad Hoc Committee</u>
March 11, 2011	Research [4-a-i]	Administrative/Business Efficiencies [6-c-ii] <i>(Report on SIS, Capital Queue)</i>	Workforce Development [3-h-iii]
April 29, 2011	Student Learning Assessment [6-g]	Faculty Merit Compensation [2-a-i] Administrative/Business Efficiencies [6-c-ii] <i>(Report on Human Resources)</i>	Entrepreneurship [5-d]
May 27, 2011	UNK campus visit with discussion of campus strategic plan and performance indicators.		
June 17, 2011	None	State Funding [1-a-i] Tuition [1-a-ii] Administrative/Business Efficiencies [6-c-ii] <i>(Report on Short-term Cash/Investments, Capital Queue)</i>	None
September 9, 2011	Need-based Financial Aid [1-a-iii] Faculty Diversity [2-a-iii] Merit-based Scholarships [3-b-ii]	Administrative/Business Efficiencies [6-c-ii] <i>(Report on SIS, SAP, Capital Queue)</i>	None
October 28, 2011	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i]	None	None
December 9, 2011	None	Administrative/Business Efficiencies [6-c-ii] <i>(Report on Endowments, Debt, Capital Queue)</i>	None
January 2012	Graduation Rates [1-b-iii]	None	None
February 2012	UNL or UNMC campus visit with discussion of campus strategic plan and performance indicators.		

TO: The Board of Regents  
Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska Strategic Dashboard Indicators

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

EXPLANATION: Attached is the current version of the Strategic Framework Indicators.

SPONSOR: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011

# University of Nebraska Strategic Dashboard Indicators (March 11, 2011)

State Funding Change (Indicator 1.a.i) FY2010-11	Tuition Change (Indicator 1.a.ii) FY2010-11	Enrollment Change (Indicator 1.b.i) Fall 2010																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;"><u>Target</u></th> <th style="width: 33%;"><u>Performance</u></th> </tr> <tr> <td style="text-align: center;">  Funding + cost mgmt = &lt;6% tuition increase                 </td> <td style="text-align: center;">-1.3%*</td> </tr> </table>	<u>Target</u>	<u>Performance</u>	Funding + cost mgmt = <6% tuition increase	-1.3%*	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;"><u>Target</u></th> <th style="width: 33%;"><u>Performance</u></th> </tr> <tr> <td style="text-align: center;">  Funding + cost mgmt = &lt;6% tuition increase                 </td> <td style="text-align: center;">6.0%*</td> </tr> </table>	<u>Target</u>	<u>Performance</u>	Funding + cost mgmt = <6% tuition increase	6.0%*	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;"><u>Target</u></th> <th style="width: 33%;"><u>Performance</u></th> </tr> <tr> <td style="text-align: center;">  1.5%                 </td> <td style="text-align: center;">2.7%</td> </tr> </table>	<u>Target</u>	<u>Performance</u>	1.5%	2.7%											
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Nonresident Recruitment (Indicator 3.c.i) Fall 2010	Merit-Based Aid (Indicator 3.b.ii) FY2009-10	<p><b>*State funding reflects change to original appropriation made during the special legislative session.</b></p>																							
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;"><u>Target</u></th> <th style="width: 33%;"><u>Performance</u></th> </tr> <tr> <td style="text-align: center;">  Increase 1.5% over 2009                 </td> <td style="text-align: center;">+5.6%</td> </tr> </table>	<u>Target</u>		<u>Performance</u>	Increase 1.5% over 2009	+5.6%	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;"><u>Target</u></th> <th style="width: 33%;"><u>Performance</u></th> </tr> <tr> <td style="text-align: center;">  Increase private funds by \$6 million                 </td> <td style="text-align: center;">Increased \$12.09 million</td> </tr> </table>	<u>Target</u>	<u>Performance</u>	Increase private funds by \$6 million	Increased \$12.09 million															
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**LEGEND:**



Target Met or Exceeded












Progress Toward Target



Target Not Met

# University of Nebraska Strategic Dashboard Indicators (March 11, 2011)

Federal Research Funding Growth (Indicator 4.a.i) UNL and UNMC FY2008-09			Research/Scholarly Activity Growth (Indicator 4.a.i) UNO and UNK FY2008-09				
	<u>Campus</u>	<u>Target</u>	<u>Performance</u>		<u>Campus</u>	<u>Target</u>	<u>Performance</u>
	UNL	3.46%	5.88%		UNO	Double in 10 years/7% annual compounded growth	11.30%
	UNMC	1.76%	19.67%		UNK		-54.49%
	<u>Indicator</u>	<u>Target</u>	<u>Performance</u>				
	<b>Four-Year Graduation Guarantee (1.b.iii)</b> AY2008-09	All prospective and current undergraduate students are informed about the University's four-year graduation guarantee.	All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website.				
	<b>Faculty Salaries (2.a.i)</b> Fall 2009	Award all salary increases, to the extent possible, on the basis of merit.	Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement.				
	<b>Workforce Demand (2.c.iii)</b> Fall, 2009	Compile, analyze and present data on future workforce demand and comparative economic advantages in Nebraska.	Data on workforce demand have been evaluated. The University of Nebraska continues to develop a variety of new programs that will help to address the workforce needs of the state.				
	<b>Entrepreneurship (3.d)</b> Spring 2009	<ol style="list-style-type: none"> <li>1) Increase training hours by 5%.</li> <li>2) Increase number of clients by 5%.</li> <li>3) Increase SBIR/STTR applications by 10%.</li> <li>4) Increase SBIR/STTR awards by 5%.</li> <li>5) Increase investment in NU-assisted companies by 5%.</li> <li>6) Increase NU-assisted startups and transitions by 5%.</li> </ol>	<ol style="list-style-type: none"> <li>1) Training hours grew by 6%.</li> <li>2) Clients increased by 2%.</li> <li>3) SBIR/STTR applications increased 27%.</li> <li>4) SBIR/STTR awards increased 64%.</li> <li>5) Investment in NU-assisted companies increased 57%.</li> <li>6) NU-assisted start-ups and transitions increased 19%.</li> </ol>				
	<b>Student Learning Assessment (6.f.i)</b> Fall 2010	<ol style="list-style-type: none"> <li>1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is above average for all campuses.</p> <p>Campuses are taking a variety of approaches to participation in pilot programs designed to measure learning outcomes, including exploring processes for assessing general studies requirements and participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>				







**LEGEND:**


Target Met or Exceeded


Progress Toward Target


Target Not Met

## University of Nebraska Strategic Dashboard Indicators (March 11, 2011)

	<u>Indicator</u>	<u>Target</u>	<u>Performance</u>
	<b>Administrative Best Practices (6.a.ii)</b>		
	<b>September 2010</b>	Information Technology: report on implementation of SIS and SAP	Completed CedarCrestone implementation contract successfully August 31, 2010.
	<b>June 2010</b>	Short-Term Cash/Investments: Exceed average of similar fund types	The performance of the State's Operating Investment Pool (4.5%) slightly underperformed when compared to the benchmark value of 4.7%.
	<b>January 2011</b>	Endowments: Exceed average of similar fund types	Fund N endowments returned 13.6% for the year ending June 30, 2010, exceeding similar fund average of 12.2%.
	<b>January 2011</b>	Debt: Maintain Aa2 rating; exceed 1.15 coverage	Bond rating increased to Aa1 and exceeded 1.15 coverage.
	<b>January 2011</b>	Capital: Report on LB 605 Projects, Capital Queue	Projects are within budget and proceeding as quickly as possible given space and review constraints.
	<b>June 2010</b>	Human Resources: Meet midpoint of peers in faculty and staff salaries	Faculty salaries at all campuses are below the midpoint of peers for 2008.

**LEGEND:**



Target Met or Exceeded



Progress Toward Target



Target Not Met

TO: The Board of Regents  
Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: Board of Regents agenda items related to the University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: The current version of the framework appears as an information item at each Board of Regents meeting.  
  
April 2005 – The Board of Regents began development of the University of Nebraska “Strategic Framework – Accountability Measures” document.

EXPLANATION: Attached is an explanation of the agenda items that are aligned with the strategic goals of the Board of Regents’ Strategic Framework.

SPONSOR: James B. Milliken, President  
University of Nebraska

DATE: February 16, 2011



Alignment of the University's Strategic Goals with Board of Regents Agenda Items  
March 11, 2011

- 1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education.**
  - Presentation to the Academic Affairs committee on the outlook for federal funding.
  - Spring Student Credit Hour and Summary Enrollment reports.
- 2. The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.**
  - Presentation to the Academic Affairs committee on the Committee on Institutional Cooperation.
  - Approve amendments to the current Collective Bargaining Agreement between the Board of Regents and the American Association of University Professors at UNO.
  - Approve amendments to the current Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association.
  - Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute.
  - Quarterly Personnel report.
- 3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.**
- 4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**
  - Strategic Framework annual report on Research.
  - Presentation to the Academic Affairs committee on the outlook for federal funding.
  - Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute.
  - Approve the Program Statement and Budget for the Life Sciences Annex Phase II (North Wing) Renovation at UNL.
  - Approve the Program Statement and Budget for the renovation of the Eppley Cancer Institute building at UNMC.
- 5. The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.**
  - Approve a land exchange agreement between UNL and the City of Lincoln associated with the 10<sup>th</sup> Street and Salt Creek Roadway Project.
  - Approve the bill of sale between the Board of Regents and the Nebraska Innovation Campus Development Corporation for the transfer of the 4-H building.
  - Report of Two-Year Master Consulting Services Agreement between UNL and Gallup, a partnership designed to positively influence business growth through developing the entrepreneurial abilities of individuals heading up Nebraska firms.

**6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**

- Status report on Fire and Safety.
- Approve a change in the Board of Regents Purchasing Policy to permit the use of competitive reverse auctions for purchases of goods and services.
- Approve an agreement with the University of Nebraska Foundation providing for acceptance of a gift in connection with the Buffett Early Childhood Institute.
- Approving naming of the Robert B. Daugherty Water for Food Institute.
- Approve various capital construction related projects, including:
  - Selection of Sinclair Hille Architects to provide design services for Devaney Sports Center improvements at UNL.
  - Revised budget and scope for the East Stadium improvements at UNL.
  - Central Lincoln Reliability Project Agreement between the Lincoln Electric System and UNL.
  - Change order to the construction contract for the Life Sciences Annex Phase I (West Wing) Project at UNL.
  - Selection of Holland Basham Architects to provide design services for the Community Engagement Center at UNO.
  - Report of UNMC property acquisition at 4502 Leavenworth Street in Omaha.
  - Report of amendment of the lease agreement between UNL and American Nebraska Limited Partnership.
- Regular periodic reports including: Quarterly Status of Six-Year Capital Plan and Capital Construction; Status of Capital Projects; Bids and Contracts; Semi-Annual Report of Licenses; Gifts, Grants & Contracts

**D. REPORTS**

1. Quarterly Personnel report (October, November, and December 2010)  
Addendum IX-D-1
2. Spring Student Credit Hour and Summary Enrollment reports Addendum IX-D-2
3. Status Report on Fire Safety and Protection Addendum IX-D-3
4. Quarterly Status Report of Six-Year Capital Plan and Capital Construction  
Report Addendum IX-D-4
5. Status of Capital Projects Addendum IX-D-5
6. Report of Bids and Contracts Addendum IX-D-6
7. Semi-Annual Report of Licenses Addendum IX-D-7
8. Report of Gifts, Grants & Contracts Addendum IX-D-8
9. Acquisition of Property at 4502 Leavenworth Street, Omaha Addendum IX-D-9
10. Two-Year Master Consulting Services Agreement between UNL and Gallup  
Addendum IX-D-10
11. Fourth Amendment to Lease agreement between UNL and American Nebraska  
Limited Partnership Addendum IX-D-11
12. Agreement between UNL and Airport Authority of the City of Lincoln  
Addendum IX-D-12

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

Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: Personnel Reports

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On December 10, 1994, the Board of Regents amended Section 3.2 of the *Bylaws of the Board of Regents* to delegate to the President, or administrative officers designated by the President, authority to make appointments in the Academic-Administrative staff to faculty positions and to administrative positions below the rank of Dean and equivalent ranks. Executive Memorandum No. 13 subsequently delegated authority to the Chancellors to make Academic-Administrative appointments below the level of Dean. Such appointments at the rank of assistant professor or above are required by the *Bylaws of the Board of Regents* to be reported to the Board after each quarter and maintained on file as a public record in the Office of the Corporation Secretary.

EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the 4th quarter of 2010 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED: Linda Ray Pratt  
Executive Vice President and Provost

DATE: February 16, 2011

**PERSONNEL REPORT  
10/1/2010 - 12/31/2010  
UNIVERSITY OF NEBRASKA AT KEARNEY**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Sutherland, Michael	Calvin T. Ryan Library	Professor	Specific Term	10/1/2010		61,500 FY	1.00

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Molfese, Dennis L.	Psychology	Professor	Continuous	10/1/2010		175,000	AY	1.00
	Psychology	Chancellor's Professorship	Special	10/1/2010	5/15/2015	15,000	AY	0.00
	Research	Director - NeuroImaging Center	Special	10/1/2010		5,000	AY	0.00
Molfese, Victoria J.	Child, Youth & Family Studies	Professor	Continuous	10/1/2010		135,000	AY	1.00
	Child, Youth & Family Studies	Chancellor's Professorship	Special	10/1/2010		15,000	AY	0.00
Velarde, Raffet	Engineering Research Center	Research Assistant Professor	Special	12/6/2010	6/30/2011	42,000	FY	1.00
		Research Assistant Professor	Special	12/6/2010	6/30/2011	0	FY	0.00

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA LINCOLN-IANR**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Lemmons, Joseph	Southeast Research & Extension Center	Assistant Extension Educator	Special	12/1/2010		54,000 FY	1.00
Luebbe, Matthew	Panhandle Research & Extension Center	Assistant Professor	Specific Term	11/1/2010		76,000 FY	1.00

**PERSONNEL REPORT  
10/1/2010 - 12/31/2010  
UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Brtek Zwiener, Michelle D.	CON-Northern Division	Assistant Professor	Special	10/15/2010	5/13/2011	51,750	AY	1.00
Chen, Baojiang	COPH-Biostatistics	Assistant Professor	Health Prof	10/1/2010	6/30/2012	97,500	FY	1.00
Grunkemeyer, James	Eppley Institute	Research Asst Professor	Special	11/1/2010	10/31/2011	56,000	FY	1.00
Hessheimer, Heather M.	COD-Dental Hygiene	Assistant Professor	Special	11/1/2010		28,600	FY	0.50
Joshi, Ashish	COPH-Health Services Research & Administration	Assistant Professor	Health Prof	11/1/2010	6/30/2012	110,000	FY	1.00
Kim, Yeong C.	Genetics, Cell Biology & Anatomy	Assistant Professor	Special	10/1/2010		60,000	FY	1.00
Kugler, Lance J.	Ophthalmology & Visual Sciences	Assistant Professor	Special	10/18/2010		5,000	FY	0.10
Liu, Jianuo	Pharmacology & Experimental Neuroscience	Assistant Professor	Special	10/1/2010		58,000	FY	1.00
Liu, Xinming	Pharmacology & Experimental Neuroscience	Assistant Professor	Special	10/1/2010		58,000	FY	1.00
Mundil, Lindsay K.	COD-Dental Hygiene	Assistant Professor	Special	10/4/2010		40,000	FY	0.70
Nasir, Arwa	Pediatrics	Assistant Professor	Special	11/11/2010		20,000	FY	0.50
Pinard, Courtney	COPH-Health Promotion, Social & Behavioral Health	Assistant Professor	Special	11/15/2010		11,364	FY	0.19
<sup>1</sup> Sewell, Ryan K.	Otolaryngology/Head & Neck Surgery	Assistant Professor	Special	12/1/2010		500	FY	0.15

<sup>1</sup> Remaining salary paid by UNMC Physicians



**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Tendulkar, Ketki K.	Internal Medicine	Assistant Professor	Special	10/1/2010		54,000	FY 0.60
Wang, Guangshun	Pathology & Microbiology	Assistant Professor	Special	10/1/2010		77,609	FY 1.00
Wang, San Ming	Genetics, Cell Biology & Anatomy	Associate Professor	Health Prof	10/1/2010	6/30/2012	138,000	FY 1.00
Zahid, Muhammad	Eppley Institute	Research Asst Professor	Special	12/1/2010	2/28/2011	39,114	FY 1.00

**PERSONNEL REPORT  
10/1/2010 - 12/31/2010  
UNIVERSITY OF NEBRASKA AT OMAHA**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Delucchi, Carla	Biology	Visiting Assistant Professor	Special	8/16/2010	12/17/2010	42,000 AY	1.00

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
2 Beard, Michael	Music and Performing Arts and Teacher Education	Assistant Professor	Specific Term	1/1/2011		46,000 AY	1.00
		Assistant Professor	Specific Term		12/31/2010	44,500 AY	1.00

<sup>2</sup> Increase consistent with UNK collective bargaining agreement and receipt of PhD

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Carlson, Janet	Buros Center for Testing	Research Professor	Special	11/01/2010		76,510	FY 0.65
		Research Professor	Special			76,510	FY 0.65
		Associate Director BIMM	Special			41,198	FY 0.35
		Associate Director BIMM	Special			0	FY 0.00
Edwards, Richard C.	Management Economics	Interim Chairperson (includes stipend)	Special	10/19/2010		192,113	AY 1.00
		Post Doc Research Associate	Continuous			87,324	AY 0.50
Lee, Sang M.	Management	Professor	Continuous	10/19/2010		231,525	AY 1.00
		Professor	Continuous			92,610	AY 0.40
	Management	Chairperson	Special			0	AY 0.00
		Chairperson (includes stipend)	Special			144,515	AY 0.60
	College of Business	Coordinator	Special			2,800	AY 0.00
		Coordinator	Special			0	AY 0.00
	Management	Univ. Profsp/FirsTier Bank	Special			25,000	AY 0.00
		Univ. Profsp/FirsTier Bank	Special			25,000	AY 0.00
	Management	Dist. Prfsp/Eminent Scholarship	Special			5,000	AY 0.00
		Dist. Prfsp/Eminent Scholarship	Special			5,000	AY 0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Spies, Robert A.	Buros Center for Testing	Research Associate Professor	Special	10/01/2010		38,100 AY	0.50
		Associate Director BIMM	Special			76,200 AY	1.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA- LINCOLN IANR**

**ADJUSTMENT**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
<sup>3</sup> Browning, Sarah	Southeast Research & Extension Center	Associate Extension Educator	Special	12/1/2010		55,750 FY	1.00
	Southeast Research & Extension Center	Associate Extension Educator	Special		11/30/2010	48,020 FY	1.00
Reddy, Narendra Rama	Textiles Clothing & Design	Research Assistant Professor	Special	10/1/2010	5/11/2013	55,000 FY	1.00
		Managerial/Professional	Other		9/30/2010	49,228 FY	1.00

<sup>3</sup> Position change

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENT**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
4 Kabourek, Christopher	Office of the Vice President for Business & Finance	Assistant Vice President for Budget & Planning	Special	10/1/2010		115,500 FY	1.00
		Assistant Vice President for Budget & Planning	Special		9/30/2010	103,500 FY	1.00
Kotsiopoulos, Peter	Office of the President	Senior Advisor for Economic Development	Special	12/6/2010		44,220 FY	0.25
	Office of University Affairs	Vice President	Special		12/5/2010	176,879 FY	1.00

4 Administrative adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Bataillon, Pamela	CON-Omaha Division	Associate Professor	Special	11/1/2010	6/30/2013	114,763	FY 1.00	
		Associate Professor	Special			114,763	FY 1.00	
		Assistant Dean (stipend)	Special	11/1/2010	6/30/2013	5,000	FY 0.00	
		Assistant Dean (stipend)	Special			5,000	FY 0.00	
	Office of the Chancellor-Business & Finance	Interim Assistant Vice Chancellor	Special	11/1/2010		17,237	FY 0.00	
		N/A	N/A			0	FY 0.00	
	Cornish, Kurtis G.	Cellular & Integrative Physiology	Professor	Continuous	9/1/2010		108,054	FY 1.00
			Professor	Continuous			108,054	FY 1.00
Vice Chair of Education			Special	9/1/2010		0	FY 0.00	
N/A			N/A			0	FY 0.00	
Doherty, Patrick J.	Pediatrics	Assistant Professor	Health Prof	11/1/2010	6/30/2011	40,000	FY 1.00	
		Assistant Professor	Health Prof			40,000	FY 1.00	
		Residency Program Director	Special	11/1/2010		30,000	FY 0.00	
		N/A	N/A			0	FY 0.00	
		Med/Peds Associate Program Director	Special	11/1/2010		1,500	FY 0.00	
		N/A	N/A			0	FY 0.00	

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Helgason, Chanel M.	Psychiatry	Assistant Professor	Special	12/1/2010		25,000	FY 0.50
		Assistant Professor	Special		11/30/2010	40,000	FY 0.80
Hergenrader, Alan L.	COD-Growth & Development	Assistant Professor	Health Prof	10/1/2010	6/30/2013	115,000	FY 1.00
		Assistant Professor	Special			63,000	FY 0.60
		Program Director	Special	10/1/2010		10,000	FY 0.00
		Program Director	Special			10,000	FY 0.00
Johansson, Sonny L.	Pathology & Microbiology	Professor	Continuous	11/1/2010		143,902	FY 1.00
		Professor	Continuous			143,902	FY 1.00
		A. & A. Vickery Chair in Pathology	Special	11/1/2010	10/31/2015	1,200	FY 0.00
		N/A	N/A			0	FY 0.00
McBride, Joseph J.	Radiology	Assistant Professor	Special	9/20/2010		120,000	FY 1.00
		Assistant Professor	Special			120,000	FY 1.00
		Interim Interventional Radiology Division Chief	Special	9/20/2010		15,000	FY 0.00
		N/A	N/A			0	FY 0.00
Mosley, R. Lee	Pharmacology & Experimental Neuroscience	Associate Professor	Health Prof	12/1/2010	6/30/2013	75,356	FY 1.00
		Associate Professor	Special		11/30/2010	75,356	FY 1.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Sarvetnick, Nora E.	Surgery	Professor	Continuous	10/1/2010		227,360	FY 1.00
		Professor	Continuous			227,360	FY 1.00
		Director - NE Regenerative Med Stipend	Special	10/1/2010		36,000	FY 0.00
		N/A	N/A			0	FY 0.00
<sup>5</sup> Schmid, Kendra K.	COPH-Biostatistics	Assistant Professor	Health Prof	12/1/2010	6/30/2011	93,525	FY 1.00
		Assistant Professor	Health Prof			85,023	FY 1.00
<sup>6</sup> Shivaswamy, Vijay	Internal Medicine	Assistant Professor	Health Prof	10/10/2010	6/30/2012	31,790	FY 0.38
		Assistant Professor	Health Prof			63,580	FY 0.75
Thomas, Deborah L.	Office of the Chancellor-Business & Finance	Associate Vice Chancellor	Special	12/1/2010		170,770	FY 1.00
		Assistant Vice Chancellor	Special			155,770	FY 1.00
Walburn, John N.	Pediatrics	Professor	Health Prof	11/1/2010	6/30/2012	137,304	FY 1.00
		Professor	Health Prof			137,304	FY 1.00
		N/A	N/A	11/1/2010		0	FY 0.00
		Med/Peds Resid Program Director	Special			1,500	FY 0.00
<sup>7</sup> Yu, Fang	COPH-Biostatistics	Assistant Professor	Health Prof	12/1/2010	6/30/2011	93,525	FY 1.00
		Assistant Professor	Health Prof			85,023	FY 1.00

<sup>5</sup> Equity adjustment

<sup>6</sup> Remaining salary defrayed by Veterans Administration Hospital

<sup>7</sup> Equity adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old*

**PERSONNEL REPORT**  
**10/1/2010 - 12/31/2010**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Zheng, Jialin	Pharmacology & Experimental Neuroscience	Professor	Continuous	11/1/2010		125,554	FY 1.00
		Professor	Continuous			125,554	FY 1.00
	Academic Affairs-Graduate Studies	Associate Dean	Special	11/1/2010		5,000	FY 0.00
		Associate Dean-International Affairs	Special		10/31/2010	5,000	FY 0.00
	Academic Affairs	Assistant Vice Chancellor for Academic Affairs-APRDP	Special	11/1/2010		22,200	FY 0.00
	Vice Chancellor for Research	Director for APRDP	Special		10/31/2010	22,200	FY 0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old*

**PERSONNEL REPORT  
10/1/2010 - 12/31/2010  
UNIVERSITY OF NEBRASKA AT OMAHA**

**ADJUSTMENTS**

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
8 Pratt, William	History	Professor	Continuous	8/16/2010	5/17/2013	46,457 AY	0.50
		Professor	Continuous			92,914 AY	1.00

8 Phased retirement

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

TO: The Board of Regents Addendum IX-D-2

Academic Affairs

MEETING DATE: March 11, 2011

SUBJECT: Spring 2010 Enrollment Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: March 5, 2010-The Board accepted the Spring 2010 Enrollment report

EXPLANATION: Attached is the Spring 2011 enrollment report including comparisons to Spring 2010. NU-wide highlights are reported below and individual campus data can be obtained in the full report.

Total headcount enrollment of 46,704 represented an increase of 1.7% over Spring 2010. Undergraduate headcount enrollment (34,564) increased by 2.3% over the previous year and professional enrollment (2,356) by 1.9% . Graduate enrollment (9,486) decreased by 3.6%

Total nonresident enrollment increased by 5.5% from Spring 2010 to Spring 2011, while total resident enrollment increased by 0.7%. Spring 2010 total nonresident enrollment was 9,229, while resident enrollment was 37,177. The greatest percentage increases in enrollment were reported in the areas of nonresident undergraduate enrollment (an increase of 262 students or 5.4%), nonresident graduate enrollment (178 students, 5.0%) and nonresident professional enrollment (41 students or 12.1%).

Full-time equivalent (FTE) enrollment for the Spring 2010 to Spring 2011 reporting period increased by 1.2% overall, rising from 38,713 in 2010 to 39,186 in 2011. Undergraduate FTE increased by 1.5% while graduate FTE decreased by 1.0%. Professional student FTE increased by 2.9%. Undergraduate FTE for Spring 2011 was 31,360; graduate FTE, 5,579; and professional FTE 2,247. Total Semester Credit Hours (SCH) increased at a rate similar to headcount and FTE. The total SCH change from Spring 2010 to 2011 was 1.6% (or an increase from 543,233 to 551,848 SCH).

SPONSOR: Kristin E. Yates  
Assistant Vice President and Director of Institutional Research

RECOMMENDED: Linda Ray Pratt  
Executive Vice President and Provost

DATE: February 24, 2011

UNIVERSITY OF NEBRASKA  
SUMMARY - HEADCOUNT ENROLLMENT REPORT  
SPRING SEMESTER 2011

	Administrative Site			
	Spring 2011	Spring 2010	Difference	% Change
<b>UNIVERSITY OF NEBRASKA - LINCOLN</b>				
<b>Undergraduate</b>				
Agricultural Sciences & Natural Resources	1,782	1,675	107	6.4%
Architecture	402	435	(33)	-7.6%
Arts & Sciences	4,525	4,463	62	1.4%
Business Administration	2,899	2,845	54	1.9%
Education and Human Sciences	3,076	2,909	167	5.7%
Engineering	2,458	2,373	85	3.6%
Fine & Performing Arts	662	629	33	5.2%
Journalism & Mass Communications	834	862	(28)	-3.2%
General Studies	1,263	1,266	(3)	-0.2%
Visiting	163	170	(7)	-4.1%
<b>First-Time Freshmen</b>	<b>78</b>	<b>76</b>	<b>2</b>	<b>2.6%</b>
<b>Undergraduate Subtotal</b>	<b>18,064</b>	<b>17,627</b>	<b>437</b>	<b>2.5%</b>
<b>Graduate</b>				
Professional	4,530	4,545	(15)	-0.3%
Architecture	105	84	21	25.0%
Education and Human Sciences	23	16	7	43.8%
Law	410	392	18	4.6%
Plant Health	5			
Veterinary Medicine	48	51	(3)	-5.9%
<b>Professional Subtotal</b>	<b>591</b>	<b>543</b>	<b>48</b>	<b>8.8%</b>
<b>UNL TOTAL</b>	<b>23,185</b>	<b>22,715</b>	<b>470</b>	<b>2.1%</b>
<b>UNIVERSITY OF NEBRASKA MEDICAL CENTER</b>				
<b>Undergraduate</b>				
Dentistry (Dental Hygiene)	48	47	1	2.1%
Medicine (Allied Health)	87	86	1	1.2%
Nursing	624	623	1	0.2%
Unclassified	54	39	15	38.5%
<b>Undergraduate Subtotal</b>	<b>813</b>	<b>795</b>	<b>18</b>	<b>2.3%</b>
<b>Graduate</b>				
Professional	686	692	(6)	-0.9%
Allied Health Certification Program	247	239	8	3.3%
Nursing Practitioner	21	20	1	5.0%
Medical Family Therapy	0	0	0	0.0%
Radiology Oncology Physics	2	1	0	100.0%
Public Health	85	NA	NA	NA
Pharmacy	242	269	(27)	-10.0%
Dentistry	197	198	(1)	-0.5%
Medicine (M.D.)	491	486	5	1.0%
Medicine (Post M.D.)	480	462	18	3.9%
<b>Professional Subtotal</b>	<b>1,765</b>	<b>1,675</b>	<b>90</b>	<b>5.4%</b>
<b>UNMC TOTAL</b>	<b>3,264</b>	<b>3,162</b>	<b>102</b>	<b>3.2%</b>
<b>UNIVERSITY OF NEBRASKA AT OMAHA</b>				
<b>Undergraduate</b>				
Arts & Sciences	3,350	3,239	111	3.4%
Business Administration	1,727	1,754	(27)	-1.5%
Communication, Fine Arts and Media	1,070	1,077	(7)	-0.6%
Education	1,465	1,363	102	7.5%
Information Science & Technology	559	567	(8)	-1.4%
CPACS	774	661	113	17.1%
Continuing Studies	1,109	1,045	64	6.1%
Non-Degree	244	320	(76)	-23.8%
University Division	671	765	(94)	-12.3%
<b>First-Time Freshmen</b>	<b>74</b>	<b>74</b>	<b>0</b>	<b>0.0%</b>
<b>Undergraduate Subtotal</b>	<b>10,969</b>	<b>10,791</b>	<b>178</b>	<b>1.6%</b>
<b>Graduate</b>				
Professional	2,663	2,840	(177)	-6.2%
<b>UNO TOTAL</b>	<b>13,632</b>	<b>13,631</b>	<b>1</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA AT KEARNEY</b>				
<b>Undergraduate</b>				
Business & Technology	1,136	1,158	(22)	-1.9%
Education	1,071	1,046	25	2.4%
Fine Arts & Humanities	650	639	11	1.7%
Natural & Social Sciences	1,219	1,097	122	11.1%
University College	494	542	(48)	-8.9%
Non-Degree	148	88	60	68.2%
<b>First-Time Freshmen</b>	<b>67</b>	<b>69</b>	<b>(2)</b>	<b>-2.9%</b>
<b>Undergraduate Subtotal</b>	<b>4,718</b>	<b>4,570</b>	<b>148</b>	<b>3.2%</b>
<b>Graduate</b>				
Professional	1,607	1,556	51	3.3%
<b>UNK TOTAL</b>	<b>6,325</b>	<b>6,126</b>	<b>199</b>	<b>3.2%</b>
<b>UNIVERSITY OF NEBRASKA UNDERGRADUATE</b>	<b>34,564</b>	<b>33,783</b>	<b>781</b>	<b>2.3%</b>
<b>FIRST-TIME FRESHMEN TOTAL</b>	<b>219</b>	<b>219</b>	<b>0</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA GRADUATE</b>	<b>9,486</b>	<b>9,833</b>	<b>(147)</b>	<b>-1.5%</b>
<b>UNIVERSITY OF NEBRASKA PROFESSIONAL</b>	<b>2,356</b>	<b>2,218</b>	<b>138</b>	<b>6.2%</b>
<b>UNIVERSITY OF NEBRASKA TOTAL</b>	<b>46,406</b>	<b>45,634</b>	<b>772</b>	<b>1.7%</b>
Nebraska College of Technical Agriculture (NCTA)	298	283	15	5.3%
<b>UNIVERSITY OF NEBRASKA TOTAL (with NCTA)</b>	<b>46,704</b>	<b>45,917</b>	<b>787</b>	<b>1.7%</b>

Source: UNL, UNO, UNK Office of Institutional Research; UNMC Office of Academic Records

**UNIVERSITY OF NEBRASKA  
FULL-TIME & PART-TIME ENROLLMENT BY LEVEL  
SPRING SEMESTER 2011**

	Spring 2011		Spring 2010		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNL</b>						
Undergraduate	16,572	1,492	16,372	1,255	1.2%	18.9%
Graduate	2,267	2,263	2,320	2,225	-2.3%	1.7%
Professional	496	95	521	22	-4.8%	331.8%
<b>Total</b>	<b>19,335</b>	<b>3,850</b>	<b>19,213</b>	<b>3,502</b>	<b>0.6%</b>	<b>9.9%</b>
	Spring 2011		Spring 2010		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNMC</b>						
Undergraduate	702	111	690	105	1.7%	5.7%
Graduate	332	354	312	380	6.4%	-6.8%
Professional	1,696	69	1,645	30	3.1%	130.0%
<b>Total</b>	<b>2,730</b>	<b>534</b>	<b>2,647</b>	<b>515</b>	<b>3.1%</b>	<b>3.7%</b>
	Spring 2011		Spring 2010		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNO</b>						
Undergraduate	8,349	2,620	8,264	2,527	1.0%	3.7%
Graduate	747	1,916	746	2,094	0.1%	-8.5%
Professional						
<b>Total</b>	<b>9,096</b>	<b>4,536</b>	<b>9,010</b>	<b>4,621</b>	<b>1.0%</b>	<b>-1.8%</b>
	Spring 2011		Spring 2010		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>UNK</b>						
Undergraduate	4,136	582	4,121	449	0.4%	29.6%
Graduate	280	1,327	261	1,295	7.3%	2.5%
Professional						
<b>Total</b>	<b>4,416</b>	<b>1,909</b>	<b>4,382</b>	<b>1,744</b>	<b>0.8%</b>	<b>9.5%</b>
	Spring 2011		Spring 2010		Percent Change	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
<b>U-Wide</b>						
Undergraduate	29,759	4,805	29,447	4,336	1.1%	10.8%
Graduate	3,626	5,860	3,639	5,994	-0.4%	-2.2%
Professional	2,192	164	2,166	52	1.2%	215.4%
<b>Total</b>	<b>35,577</b>	<b>10,829</b>	<b>35,252</b>	<b>10,382</b>	<b>0.9%</b>	<b>4.3%</b>

**UNIVERSITY OF NEBRASKA  
 HEADCOUNT ENROLLMENT BY RESIDENCY STATUS BY LEVEL  
 SPRING SEMESTER 2011**

	Resident Enrollment (a)			Nonresident Enrollment (a)			Total		
	2011	2010	% Change	2011	2010	% Change	2011	2010	% Change
<b>UNIVERSITY OF NEBRASKA - LINCOLN</b>									
Undergraduate	14,797	14,539	1.8%	3,267	3,088	5.8%	18,064	17,627	2.5%
First-Time Freshmen	36	36	0.0%	42	40	5.0%	78	76	2.6%
Graduate	2,222	2,326	-4.5%	2,308	2,219	4.0%	4,530	4,545	-0.3%
Professional	466	444	5.0%	125	99	26.3%	591	543	8.8%
<b>UNL TOTAL</b>	<b>17,485</b>	<b>17,309</b>	<b>1.0%</b>	<b>5,700</b>	<b>5,406</b>	<b>5.4%</b>	<b>23,185</b>	<b>22,715</b>	<b>2.1%</b>
<b>UNIVERSITY OF NEBRASKA MEDICAL CENTER</b>									
Undergraduate	692	670	3.3%	121	125	-3.2%	813	795	2.3%
Graduate	422	437	-3.4%	264	255	3.5%	686	692	-0.9%
Professional	1,509	1,458	3.5%	256	241	6.2%	1,765	1,699	3.9%
<b>UNMC TOTAL</b>	<b>2,623</b>	<b>2,565</b>	<b>2.3%</b>	<b>641</b>	<b>621</b>	<b>3.2%</b>	<b>3,264</b>	<b>3,186</b>	<b>2.4%</b>
<b>UNIVERSITY OF NEBRASKA AT OMAHA</b>									
Undergraduate	9,909	9,779	1.3%	1,060	1,012	4.7%	10,969	10,791	1.6%
First-Time Freshmen	50	44	13.6%	24	30	-20.0%	74	74	0.0%
Graduate	2,071	2,248	-7.9%	592	592	0.0%	2,663	2,840	-6.2%
<b>UNO TOTAL</b>	<b>11,980</b>	<b>12,027</b>	<b>-0.4%</b>	<b>1,652</b>	<b>1,604</b>	<b>3.0%</b>	<b>13,632</b>	<b>13,631</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA AT KEARNEY</b>									
Undergraduate	4,035	3,926	2.8%	683	644	6.1%	4,718	4,570	3.2%
First-Time Freshmen	16	25	-36.0%	51	44	15.9%	67	69	-2.9%
Graduate	1,054	1,083	-2.7%	553	473	16.9%	1,607	1,556	3.3%
<b>UNK TOTAL</b>	<b>5,089</b>	<b>5,009</b>	<b>1.6%</b>	<b>1,236</b>	<b>1,117</b>	<b>10.7%</b>	<b>6,325</b>	<b>6,126</b>	<b>3.2%</b>
<b>UNIVERSITY OF NEBRASKA UNDERGRADUATE</b>	<b>29,433</b>	<b>28,914</b>	<b>1.8%</b>	<b>5,131</b>	<b>4,869</b>	<b>5.4%</b>	<b>34,564</b>	<b>33,783</b>	<b>2.3%</b>
<b>FIRST-TIME FRESHMEN TOTAL</b>	<b>102</b>	<b>105</b>	<b>-2.9%</b>	<b>117</b>	<b>114</b>	<b>2.6%</b>	<b>219</b>	<b>219</b>	<b>0.0%</b>
<b>UNIVERSITY OF NEBRASKA GRADUATE</b>	<b>5,769</b>	<b>6,094</b>	<b>-5.3%</b>	<b>3,717</b>	<b>3,539</b>	<b>5.0%</b>	<b>9,486</b>	<b>9,633</b>	<b>-1.5%</b>
<b>UNIVERSITY OF NEBRASKA PROFESSIONAL</b>	<b>1,975</b>	<b>1,902</b>	<b>3.8%</b>	<b>381</b>	<b>340</b>	<b>12.1%</b>	<b>2,356</b>	<b>2,242</b>	<b>5.1%</b>
<b>UNIVERSITY OF NEBRASKA TOTAL</b>	<b>37,177</b>	<b>36,910</b>	<b>0.7%</b>	<b>9,229</b>	<b>8,748</b>	<b>5.5%</b>	<b>46,406</b>	<b>45,658</b>	<b>1.6%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

(a) Residency status is determined by whether a student pays resident or nonresident tuition. An individual qualifies as a resident of the State of Nebraska for tuition purposes at the University of Nebraska if, prior to the beginning of the terms for which residency is sought, he/she meets the standards defined in any one of eleven categories. See The University of Nebraska Policy Manual, section RP-5.7.1, Residency Determination for Tuition Purposes.



**UNIVERSITY OF NEBRASKA**  
**SUMMARY - FULL-TIME EQUIVALENT ENROLLMENT REPORT**  
**SPRING SEMESTER 2011**

<b>UNL</b>				
	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	17,069	16,790	279	1.7%
Graduate	3,021	3,062	(41)	-1.3%
Professional	528	528	(0)	-0.1%
<b>Total</b>	<b>20,618</b>	<b>20,380</b>	<b>238</b>	<b>1.2%</b>
<b>UNMC</b>				
	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	739	725	14	1.9%
Graduate	450	439	11	2.5%
Professional	1,719	1,655	64	3.9%
<b>Total</b>	<b>2,908</b>	<b>2,819</b>	<b>89</b>	<b>3.2%</b>
<b>UNO</b>				
	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	9,222	9,106	116	1.3%
Graduate	1,386	1,444	(58)	-4.0%
Professional	N/A	N/A	N/A	N/A
<b>Total</b>	<b>10,608</b>	<b>10,550</b>	<b>58</b>	<b>0.5%</b>
<b>UNK</b>				
	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	4,330	4,271	59	1.4%
Graduate	722	693	29	4.2%
Professional	N/A	N/A	N/A	N/A
<b>Total</b>	<b>5,052</b>	<b>4,964</b>	<b>88</b>	<b>1.8%</b>
<b>University Wide*</b>				
	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
Undergraduate	31,360	30,892	468	1.5%
Graduate	5,579	5,638	(59)	-1.0%
Professional	2,247	2,183	64	2.9%
<b>Total</b>	<b>39,186</b>	<b>38,713</b>	<b>473</b>	<b>1.2%</b>

Source: UNL, UNO, UNK, UNMC Office of Institutional Research

\* Does not include NCTA

Note: Full-time equivalent (FTE) is defined as full-time plus one third part-time headcount.

**UNIVERSITY OF NEBRASKA**  
**SUMMARY OF STUDENT CREDIT HOURS**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2011

	<b>Spring 2011</b>	<b>Spring 2010</b>	<b>Difference</b>	<b>% Change</b>
UNL	281,685	278,215	3,470	1.2%
UNMC	46,639	44,801	1,838	4.1%
UNO	152,021	150,119	1,902	1.3%
UNK	71,503	70,098	1,405	2.0%
<b>University of Nebraska Total</b>	<b>551,848</b>	<b>543,233</b>	<b>8,615</b>	<b>1.6%</b>

Source: UNL, UNO, UNK Office of Institutional Research; UNMC Office of Academic Records

Number of credit hours for each campus, with details by College of Faculty and College of Student follows.

**UNIVERSITY OF NEBRASKA-LINCOLN  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2011

COLLEGE OF FACULTY															
COLLEGE OF STUDENT	CASNR	Arch.	Arts & Sciences	Business Admin.	Educ. & Human Sciences	Engineering	Fine & Perf. Arts	Graduate Studies	Journalism & Mass Comm.	Law	ROTC	Other Units	Spring 2011 Total	Spring 2010 Total	Change From Spring 2010
Ag. Sci. & Nat. Res.	13,605	34	8,489	1,628	740	73	751		310		31	60	25,721	24,437	1,284
Architecture	153	4,377	1,292	60	105	153	255		15		1	153	6,564	7,066	(502)
Arts & Sciences	2,225	72	50,905	1,166	2,982	46	2,521	15	253		174	1,571	61,930	61,472	458
Business Administration	806	24	11,275	21,991	1,377	30	1,697		1,058		56	674	38,988	38,492	496
Education and Human Sciences	2,142	11	13,625	1,154	21,638		1,496		324		20	332	40,742	39,247	1,495
Engineering	1,203	281	9,721	628	168	15,065	627		410		89	418	28,610	28,174	436
Fine & Performing Arts	99	9	2,365	101	186		6,105		118			202	9,185	8,851	334
Journalism & Mass Communications	202	8	5,774	539	234		452		4,191		4	228	11,632	12,262	(630)
General Studies	567	57	12,656	950	1,412	426	1,561		493		46	76	18,244	16,825	1,419
Visiting	84	6	379	33	62		20				14	11	609	660	(51)
Law		6	36	39	27				6	6,038		12	6,164	6,075	89
Graduate College	4,974	510	9,177	3,005	8,077	3,577	1,228	46	344	59		90	31,087	31,617	(530)
Dentistry													0	3	(3)
CPACS - UNO													0	1,429	(1,429)
Nursing - UNMC													0	3	(3)
Dental Graduates			6		15	6			3				30	33	(3)
Undergraduate - UNO	783	73			549	581							1,986	1,553	433
Graduate - UNO					15	178							193	16	177
<b>TOTAL Spring 2011</b>	<b>26,843</b>	<b>5,468</b>	<b>125,700</b>	<b>31,294</b>	<b>37,587</b>	<b>20,135</b>	<b>16,713</b>	<b>61</b>	<b>7,525</b>	<b>6,097</b>	<b>435</b>	<b>3,827</b>	<b>281,685</b>		
<b>TOTAL Spring 2010</b>	<b>25,643</b>	<b>5,842</b>	<b>125,718</b>	<b>30,205</b>	<b>36,329</b>	<b>19,290</b>	<b>17,311</b>	<b>54</b>	<b>7,266</b>	<b>6,014</b>	<b>371</b>	<b>4,172</b>		<b>278,215</b>	
<b>CHANGE FROM Spring 2010</b>	<b>1,200</b>	<b>(374)</b>	<b>(18)</b>	<b>1,089</b>	<b>1,258</b>	<b>845</b>	<b>(598)</b>	<b>7</b>	<b>259</b>	<b>83</b>	<b>64</b>	<b>(345)</b>			<b>3,470</b>
<b>% CHANGE</b>	<b>4.7%</b>	<b>-6.4%</b>	<b>0.0%</b>	<b>3.6%</b>	<b>3.5%</b>	<b>4.4%</b>	<b>-3.5%</b>	<b>13.0%</b>	<b>3.6%</b>	<b>1.4%</b>	<b>17.3%</b>	<b>-8.3%</b>			<b>1.2%</b>

**UNIVERSITY OF NEBRASKA AT OMAHA**

**STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.

Spring Semester, 2011

COLLEGE OF FACULTY													
COLLEGE OF STUDENT	Arts & Sciences	Business Admin	Comm., Fine Arts and Media	CPACS	Education	ISTE	University Division	ROTC	Other Units (a)	Vice Chancellor	Spring 2011 Total	Spring 2010 Total	Change From Spring 2010
Arts and Sciences	33,813	1,084	2,818	1,059	1,730	324	10	37	72	0	40,947	39,622	1,325
Business Administration	5,081	12,579	1,541	245	610	105	0	5	13	0	20,179	20,994	(815)
Communication, Fine Arts and Media	3,840	179	8,125	217	703	63	1	7	18	0	13,153	13,322	(169)
Education	6,077	200	1,548	156	10,391	129	1	11	12	0	18,525	16,905	1,620
Information Science & Technology	2,537	282	315	106	72	3,570	0	5	3	0	6,890	6,932	(42)
Non-Degree	926	249	132	39	102	46	2	6	0	0	1,502	1,881	(379)
CPACS	2,813	94	433	2,860	345	66	3	25	0	0	6,639	5,608	1,031
Division of Continuing Studies	6,078	517	1,177	1,429	1,212	291	1	8	3	0	10,716	9,969	747
University Division	5,734	211	1,170	455	602	119	8	10	0	0	8,309	9,379	(1,070)
Graduate College	2,688	2,251	879	2,982	4,998	1,515	0	0	0	0	15,313	15,773	(460)
Agriculture - UNL	75	15	6	0	3	0	0	0	0	0	99	161	(62)
Architecture - UNL	176	0	84	3	10	12	0	0	0	0	285	238	47
Engineering - UNL	3,870	336	519	88	132	305	0	11	3	0	5,264	5,345	(81)
Education and Human Sciences - UNL	353	0	30	45	185	3	1	0	0	0	617	620	(3)
Undergraduate - UNL CPACS	0	0	0	3,583	0	0	0	0	0	0	3,583	3,370	213
<b>TOTAL Spring 2011</b>	<b>74,061</b>	<b>17,997</b>	<b>18,777</b>	<b>13,267</b>	<b>21,095</b>	<b>6,548</b>	<b>27</b>	<b>125</b>	<b>124</b>	<b>0</b>	<b>152,021</b>		
<b>TOTAL Spring 2010</b>	<b>73,755</b>	<b>19,177</b>	<b>18,454</b>	<b>12,193</b>	<b>20,052</b>	<b>6,273</b>	<b>0</b>	<b>140</b>	<b>75</b>	<b>0</b>		<b>150,119</b>	
<b>CHANGE FROM Spring 2010</b>	<b>306</b>	<b>(1,180)</b>	<b>323</b>	<b>1,074</b>	<b>1,043</b>	<b>275</b>	<b>27</b>	<b>(15)</b>	<b>49</b>	<b>0</b>			<b>1,902</b>
<b>% CHANGE</b>	<b>0.4%</b>	<b>-6.2%</b>	<b>1.8%</b>	<b>8.8%</b>	<b>5.2%</b>	<b>4.4%</b>		<b>-10.7%</b>	<b>65.3%</b>	<b>0.0%</b>			<b>1.3%</b>

Source: UNO Institutional Research

a) Other Units include: Honors Colloquium, Library courses.

**UNIVERSITY OF NEBRASKA AT KEARNEY  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2011

<b>COLLEGE OF FACULTY</b>							
<b>COLLEGE OF STUDENT</b>	<b>Business &amp; Tech</b>	<b>Education</b>	<b>Fine Arts &amp; Humanities</b>	<b>Natural &amp; Social Sciences</b>	<b>Spring 2011 Total</b>	<b>Spring 2010 Total</b>	<b>Change From Spring 2010</b>
Business & Technology	9,971	418	2,026	3,012	15,427	15,909	(482)
Education	1,007	7,754	2,614	3,687	15,062	14,971	91
Fine Arts & Humanities	589	809	5,677	1,701	8,776	8,936	(160)
Natural & Social Sciences	1,280	1,203	2,771	11,209	16,463	14,993	1,470
University College	1,067	381	1,619	3,406	6,473	6,606	(133)
Non-degree	39	22	203	230	494	320	174
Graduate	378	5,522	739	2,169	8,808	8,363	445
<b>TOTAL Spring 2011</b>	<b>14,331</b>	<b>16,109</b>	<b>15,649</b>	<b>25,414</b>	<b>71,503</b>		
<b>TOTAL Spring 2010</b>	<b>13,833</b>	<b>15,944</b>	<b>15,749</b>	<b>24,572</b>		<b>70,098</b>	
<b>CHANGE FROM Spring 2010</b>	<b>498</b>	<b>165</b>	<b>(100)</b>	<b>842</b>			<b>1,405</b>
<b>% CHANGE</b>	<b>3.6%</b>	<b>1.0%</b>	<b>-0.6%</b>	<b>3.4%</b>			<b>2.0%</b>

Source: UNK Institutional Research

**UNIVERSITY OF NEBRASKA MEDICAL CENTER  
STUDENT CREDIT HOUR REPORT**

Student credit hours are assigned to the campus which grants the credit to the student.  
Spring Semester, 2011

COLLEGE OF FACULTY								
COLLEGE OF STUDENT	Medicine	Nursing	Pharmacy	Dentistry	Public Health	Spring 2011 Total	Spring 2010 Total	Change From Spring 2010
Allied Health	5,761	50				5,811	5,589	222
Nursing - Omaha	58	2,732				2,790	2,826	(36)
Nursing - Lincoln	64	2,364				2,428	2,351	77
Nursing - Kearney	44	1,554				1,598	1,382	216
Nursing - Western	36	1,213				1,249	1,434	(185)
Nursing - Norfolk		480				480	-	480
Nurse Practitioners		99				99	98	1
Dentistry				3,762		3,762	3,757	5
Dental Hygiene				744		744	729	15
Dental Certification Program				400		400	464	(64)
Medicine (M.D.)	10,040					10,040	9,712	328
Post M.D.	7,728					7,728	7,424	304
Medical Family Therapy	19					19	-	19
Radiology Oncology Physics	21					21	9	12
Pharmacy	325		3,443			3,768	4,326	(558)
Pharmacy Certification Program			128			128	112	16
Public Health - MPH					480	480	-	480
Certificate PH					159	159	-	159
Unclassified Undergraduate	162	11				173	146	27
Graduate	2,029	1,952	285	49	447	4,762	4,442	320
<b>TOTAL Spring 2011</b>	<b>26,287</b>	<b>10,455</b>	<b>3,856</b>	<b>4,955</b>	<b>1,086</b>	<b>46,639</b>		
<b>TOTAL Spring 2010</b>	<b>24,397</b>	<b>10,311</b>	<b>4,180</b>	<b>5,041</b>	<b>872</b>		<b>44,801</b>	
<b>CHANGE FROM Spring 2010</b>	<b>1,890</b>	<b>144</b>	<b>(324)</b>	<b>(86)</b>	<b>214</b>			<b>1,838</b>
<b>% CHANGE</b>	<b>7.7%</b>	<b>1.4%</b>	<b>-7.8%</b>	<b>-1.7%</b>	<b>24.5%</b>			<b>4.1%</b>

Source: UNMC Office of Institutional Research

TO: The Board of Regents Addendum IX-D-3  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Status Report on Fire Safety and Protection

RECOMMENDED ACTION: Report

PREVIOUS ACTION: April 24, 2010 – The board approved variances for UNL Colonial Terrace and University Park apartments as well as one six plex, 11 plex, and two duplexes at UNMC.

September 6, 2007 – The Board of Regents approved the establishment of *Policies of the Board of Regents* 6.4.9 - Fire Safety and Protection.

EXPLANATION: Board policy requires sprinkling of University-sanctioned housing by 2017, unless otherwise exempted; designation of a Campus Fire Safety Officer; establishment of student conduct regulations; and confirmation of inspection to assure compliance with state law and Board of Regents policies reported annually. The full report for 2010 can be found at [http://nebraska.edu/docs/facilities/NU\\_Fire\\_Safety\\_Protection\\_Report\\_2010.pdf](http://nebraska.edu/docs/facilities/NU_Fire_Safety_Protection_Report_2010.pdf)

During 2010, UNK completed renovation of Men's Hall and started renovation of Randall Hall. Two UNL Greek Houses completed sprinkling and two houses are currently renovating. NCTA purchased a 68 bed unit and started construction of an 80 bed student housing unit.

Several campuses took steps toward sprinkling, increasing sprinkled beds to 52% at UNK and UNL Greek Housing to 57%. No proposed exceptions are included in the 2010 report.

As of December 31, 2010, University sanctioned housing consisted of over 12,500 beds in 80 buildings or complexes. 216 inspections were conducted in 2010, up from 181 the previous year. 150 violations have been corrected. 279 fire alarms occurred during the 2010 calendar year, 51 due to planned fire drills. 8 incidents involved fire, 2 outside. No injuries occurred and property damage was minimal

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

APPROVED: David E. Lechner  
Vice President for Business & Finance

DATE: February 16, 2010

TO: The Board of Regents Addendum IX-D-4

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Quarterly Status Report of Six-Year Capital Plan and Capital Construction Report

RECOMMENDED ACTION: Report

EXPLANATION: An update of the Six-Year Capital Plan will be provided on a quarterly basis. Attached is an update as of December 31, 2010. In addition, a report of current capital construction projects is included for review.

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

APPROVED: David E. Lechner  
Vice President for Business and Finance

DATE: February 16, 2011



## 2010 Six-Year Capital Plan - Unprioritized (Alphabetized by Campus)

Campus	Project Title	Estimate	State Funding	Other Funding	State O&M	1% Assessment
UN	Fire & Life Safety/Code Compliance	TBD (1)	TBD	\$ -	\$ -	\$ -
<b>State Funded Projects</b>						
UNK	Otto Olsen II	\$ 31,320,000	\$ 31,320,000	\$ -	TBD	\$ 313,200
UNL	Animal Research Facility	\$ 15,000,000	\$ 15,000,000	\$ -	TBD	\$ 150,000
UNL	Life Science Teaching Labs	\$ 20,000,000	\$ -	\$ 20,000,000	TBD	\$ 200,000
UNMC	College of Nursing - Lincoln Division	\$ 17,500,000	\$ 17,500,000	\$ -	\$ -	\$ 175,000
UNO	Strauss Performing Arts Addition/Renovation	\$ 14,600,000	\$ 14,600,000	\$ -	TBD	\$ 146,000
		\$ 98,420,000	\$ 78,420,000	\$ 20,000,000	\$ -	\$ 984,200
<b>Non-State Funded Projects</b>						
UNL	Chemistry Labs (Hamilton Hall Renovations)	\$ 15,000,000	\$ -	\$ 15,000,000	TBD	\$ 150,000
UNL	East Campus Family Housing Replacement	\$ 20,000,000	\$ -	\$ 20,000,000	\$ -	\$ -
UNL	Neihardt Renovations	\$ 14,750,000	\$ -	\$ 14,750,000	\$ -	\$ -
UNL	Utilities Infrastructure Improvements (City and East Campuses)	\$ 64,450,000	\$ -	\$ 64,450,000	TBD	\$ 644,500
UNMC	College of Dentistry Addition	\$ 15,200,000	\$ -	\$ 15,200,000	TBD	\$ 152,000
UNMC	Comprehensive Cancer Research Center & Parking Structure	\$ 135,000,000	\$ -	\$ 135,000,000	TBD	\$ 1,350,000
UNMC	West Utility Plant	\$ 16,200,000	\$ -	\$ 16,200,000	TBD	\$ 162,000
UNO	PKI Expansion & Renovation	\$ 40,000,000	\$ -	\$ 40,000,000	\$ -	\$ 400,000
UNO	University Life Complex	\$ 35,000,000	\$ -	\$ 35,000,000	TBD	\$ 350,000
		\$ 355,600,000	\$ -	\$ 355,600,000	\$ -	\$ 3,208,500
<b>Mixed Funded Projects</b>						
UNK	Fine Arts Renovation/Addition	\$ 17,620,500	\$ 17,237,000	\$ 383,500	TBD	\$ 176,205
		\$ 17,620,500	\$ 17,237,000	\$ 383,500	\$ -	\$ 176,205
<b>Total</b>		<b>\$ 471,640,500</b>	<b>\$ 95,657,000</b>	<b>\$ 375,983,500</b>	<b>\$ -</b>	<b>\$ 4,368,905</b>

## Notes:

- (1) Number may change dramatically to represent 40% of 309 Task Force funding over the next 6 years
- (2) Moved from On-Deck List
- (3) Program Statement approved by the BOR
- (4) New Project

## 2010 On-Deck Projects

Campus	Project Title	Estimate	State Funding	Other Funding	State O&M	1% Assessment
<b>State Funded Projects</b>						
UNK	Calvin T. Ryan Library Renovation/Addition	\$ 14,580,000	\$ 14,580,000	\$ -	\$ 442,000	\$ 145,800
UNK	Cushing Coliseum Renovation & Additions	\$ 2,495,000	\$ 2,495,000	\$ -	\$ 25,000	\$ 24,950
UNK	Frank House	\$ 3,405,000	\$ 3,405,000	\$ -	\$ 69,000	\$ 34,050
UNK	General Services Building Renovation (Ed Center)	\$ 6,480,000	\$ 6,480,000	\$ -	\$ 120,000	\$ 64,800
UNK	Memorial Student Affairs Building	\$ 6,265,000	\$ 6,265,000	\$ -	\$ 1,543,000	\$ 62,650
UNK	Thomas Hall Renovation	\$ 3,402,000	\$ 3,402,000	\$ -	\$ 69,000	\$ 34,020
UNK	West Center East Wing	\$ 6,805,000	\$ 6,805,000	\$ -	\$ 100,000	\$ 68,050
UNL	Campus-wide Classroom Improvements	\$ 5,000,000	\$ 5,000,000	\$ -	TBD	TBD
UNL	Greater Nebraska Projects	\$ 45,000,000	\$ 45,000,000	\$ -	TBD	\$ 450,000
UNL	Manter Hall	TBD	TBD	\$ -	TBD	TBD
UNL	Undergraduate Academic Classroom Facility	\$ 40,500,000	\$ 40,500,000	\$ -	TBD	\$ 405,000
UNL	Vet Basic Sciences Building Structural Repairs	TBD	TBD	\$ -	TBD	TBD
UNL	Vet Diagnostic Building	TBD	TBD	\$ -	TBD	TBD
UNL	Westbrook Music Building Renovation and Expansion	\$ 25,000,000	\$ 25,000,000	\$ -	TBD	\$ 250,000
		\$ 158,932,000	\$ 158,932,000	\$ -	\$ 2,368,000	\$ 1,539,320
<b>Non-State Funded Projects</b>						
UNK	Centennial Towers East and West Renovations	\$ 8,600,000	\$ -	\$ 8,600,000	\$ -	\$ -
UNL	10th & Y Building Demolition	TBD	\$ -	TBD	TBD	TBD
UNL	18th/19th & R Residence Hall	\$ 74,000,000	\$ -	TBD	TBD	TBD
UNL	17th St. Dining Hall	\$ 20,000,000	\$ -	TBD	TBD	TBD
UNL	Cather & Pound Hall & Cather & Pound Dining	TBD	\$ -	TBD	TBD	TBD
UNL	City Campus Recreation Center Renovation, Outdoor Recreation E	\$ 9,000,000	\$ -	\$ 9,000,000	\$ -	TBD
UNL	Durham School of Construction	TBD	\$ -	TBD	TBD	TBD
UNL	East Campus Recreation Center	\$ 18,000,000	\$ -	\$ 18,000,000	\$ -	TBD
UNL	East Stadium Research	\$ 15,000,000	\$ -	\$ -	\$ -	\$ -
UNL	Interdisciplinary Science Research Facility (Textron Property)	TBD	\$ -	TBD	TBD	TBD
UNL	Life Sciences Innovation Center at NIC	TBD	\$ -	TBD	TBD	TBD
UNL	Morrill Hall Renovation	TBD	\$ -	TBD	TBD	TBD
UNL	Neuro-science Research Facility	\$ 8,000,000	TBD	TBD	TBD	TBD
UNL	College of Business Administration Building	TBD	(4) TBD	TBD	TBD	TBD
UNL	Selleck Renovations	\$ 15,900,000	\$ -	\$ 15,900,000	TBD	TBD
UNL	Sheldon Haymarket	TBD	\$ -	TBD	TBD	TBD
UNL	Student Health Renovation	TBD	\$ -	TBD	TBD	TBD
UNMC	Biomedical Technology Center	\$ 24,840,000	\$ -	\$ 24,840,000	\$ 1,294,000	\$ 248,400
UNMC	Medical Office Building & Parking Structure	\$ 63,400,000	\$ -	\$ 63,400,000	\$ -	TBD
UNMC	Research Center of Excellence III	\$ 119,000,000	\$ -	\$ 119,000,000	TBD	\$ 1,190,000
UNO	Allwine Prairie Environmental Education Field Station	\$ 3,500,000	\$ -	\$ 3,500,000	TBD	\$ 35,000
UNO	Campus Development at Center	TBD	\$ -	TBD	TBD	TBD
UNO	Community Outreach/Childcare Facility	TBD	\$ -	TBD	TBD	TBD
UNO	Fieldhouse Expansion/Renovation II	\$ 3,000,000	\$ -	\$ 3,000,000	TBD	\$ 30,000
UNO	Parking Structure(s) (Dodge)	TBD	\$ -	TBD	TBD	TBD
UNO	Proscenium Theater	TBD	\$ -	TBD	TBD	TBD
		\$ 382,240,000	\$ -	\$ 265,240,000	\$ 1,294,000	\$ 1,503,400

**2010 On-Deck Projects**

Campus	Project Title	Estimate	State Funding	Other Funding	State O&M	1% Assessment
<b>TBD or Mixed Funded Projects</b>						
UN	Technology Development Center (NCITE)	\$ 17,000,000	TBD	TBD	TBD	\$ 170,000
UNK	Wellness Center	\$ 6,180,000	\$ 1,500,000	\$ 4,680,000		\$ 61,800
UNMC	Cardiovascular Research Center and Imaging Center	\$ 5,000,000	TBD	TBD	TBD	TBD
UNMC	College of Nursing Modernization	\$ 8,820,000	TBD	TBD	TBD	\$ 88,200
UNMC	College of Pharmacy Modernization	\$ 9,720,000	TBD	TBD	TBD	\$ 97,200
UNMC	Renovation and Expansion of Swanson Hall	\$ 15,120,000	TBD	TBD	TBD	\$ 151,200
UNMC	Saddle Creek Road Relocation	TBD	TBD	TBD	TBD	TBD
UNMC	College of Pharmacy New Building / Laboratories	\$ 35,000,000	TBD	TBD	TBD	\$ 350,000
UNMC	Truhlsen Eye Institute - Ambulatory Surgery Addition	\$ 10,000,000	TBD	TBD	TBD	\$ 100,000
UNMC	Wittson Hall Modernization	\$ 9,470,000	TBD	TBD	TBD	\$ 94,700
UNMC	Student Life Center Addition	\$ 10,000,000	TBD	TBD	TBD	\$ 100,000
UNMC	Outpatient Cancer Treatment Center	\$ 75,000,000	\$ -	\$ 75,000,000	\$ -	\$ 750,000
UNMC	Parking Structure	\$ 8,000,000	\$ -	\$ 8,000,000	\$ -	\$ 80,000
UNO	HPER Biomechanics Core Facility	TBD	TBD	TBD	TBD	TBD
UNO	Academic Building	TBD	TBD	TBD	TBD	TBD
UNO	Durham Science Center Renovation	TBD	TBD	TBD	TBD	TBD
UNO	General Services Building	TBD	TBD	TBD	TBD	TBD
UNO	Kayser Hall Renovation	TBD	TBD	TBD	TBD	TBD
UNO	Weber Fine Arts Building Addition	TBD	TBD	TBD	TBD	TBD
		\$ 209,310,000	\$ 1,500,000	\$ 87,680,000	\$ -	\$ 2,043,100
<b>Total On Deck Projects</b>		<b>\$ 750,482,000</b>	<b>\$ 160,432,000</b>	<b>\$ 352,920,000</b>	<b>\$ 3,662,000</b>	<b>\$ 5,085,820</b>

**NCTA - 2010 Six-Year Capital Plan - Unprioritized**

**State Funded Projects**

	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total NCTA</b>	\$ -	\$ -	\$ -	\$ -	\$ -

**NCTA - 2010 On Deck List**

**State Funded Projects**

NCTA	Master Plan - Campus Renovation	\$ 3,025,000	\$ 3,025,000	\$ -	TBD	\$ 30,250
NCTA	Student Union	\$ 8,640,000	\$ 8,640,000	\$ -	TBD	\$ 86,400
<b>Total NCTA On-Deck Projects</b>		<b>\$ 11,665,000</b>	<b>\$ 11,665,000</b>			<b>\$ 116,650</b>

### Recap of Projects in Progress by Phase

	Project	Total Project Cost	Method of Contract	Architect	Contractor	Approve Program	Approve A/E	Substantial Completion	Current Phase
<b>State Funded Projects</b>									
Note: State funding included in Mixed, 309 and LB 605 projects									
<b>Non-State Funded Projects</b>									
UNL	Hamilton Hall Sixth Floor Renov. - Unsuccessful Grant Proposal - Project Cancelle HVAC, Energy Mgmt. System & Assoc. Equip. Imp. Univ. Hosp. Units 1 - 4 an	\$6,820,000	NA	NA	NA	Mar-10	NA	NA	Cancelled
UNMC	Durham Outpatient Center	\$4,750,000	Low Bid	TBD	TBD	Mar-10	NA	Jun-11	Planning
UNL	Behlen Collaboratory Renovator	\$2,049,000	Low Bid	TBD	TBD	Apr-10	TBD	Aug-12	Planning
UNO	Community Engagement Cente	\$23,593,162	CM/GMP	TBD	TBD	Oct-10	TBD	Dec-12	Planning
UNL	Ken Morrison Life Sciences Research Ctr. Addn.	\$8,000,000	Low Bid	Farris Engineering	TBD	Sep-09	Jun-10	Jun-12	Design
UNMC	Stanley M. Truhlsen Eye Institut	\$20,000,000	Low Bid	Alley Poyner Macchietto Architecture	TBD	Oct-09	Mar-10	Dec-12	Design
UNL	East Stadium Improvements - Memorial Stadiu	\$55,500,000	CM/GMP	The Clark Enersen Partners	Sampson Construction Co., Inc	Oct-10	Dec-10	Jun-13	Design
UNMC	Harold M. & Beverly Maurer Center for Public Health (College of Public Health)	\$15,000,000	Low Bid	Alley Poyner Macchietto & BNIM	Darland Construction	Mar-08	Mar-08	Jan-11	Construction
UNK	Men's + Randall Renovation	\$4,960,000	Low Bid	Wilkins Hinrichs Stober	Hall Irwir	Sep-08	4 year	Jul-11	Construction
UNO	Roskens Hall Renovation	\$13,663,000	CM/GMP	Holland Basharr	The Weitz Company	Jun-09	Oct-09	Aug-11	Construction
UNL	Hendricks Training Complex (Devaney Sports Center Addition	\$18,700,000	Low Bid	The Clark Enersen Partners	Hausmann Constructor	Sep-09	Sep-09	Oct-11	Construction
UNL	Animal Research Facility Renovator	\$5,000,000	Low Bid	The Clark Enersen Partners	Hampton Commercial Construction	Jan-08	4 year	Sep-11	Construction
UNL	NanoScience Facility	\$14,847,000	Low Bid	Perkins & Will	Sampson Construction Co., Inc	Sep-07	Mar-08	Nov-11	Construction
UNL	Jackie Gaughan Multicultural Cente	\$8,700,000	Low Bid	Dana Larson Roubal & Assoc.	Hausmann Constructor	Nov-06	Mar-07	Jan-10	Warranty
UNL	19th & Vine Parking Structure	\$13,900,000	Design Build		Sampson Construction Company	Jan-09	NA	Aug-10	Warranty
UNL	Abel Sandoz Complex Renovator	\$40,736,000	Design Builc		Ryan & Associates	Jun-07	D/B	Aug-10	Warranty
UNL	Abel Sandoz Complex Window Replacemer	\$2,241,300	Design Builc		Ryan & Associates	Nov-06	D/B	Aug-10	Warranty
UNO	Health Physical Education & Recreation Facilit	\$38,590,000	CM/GMP	RDG	Hawkins Construction	Jun-07	Jan-08	Aug-10	Warranty
UNO	Mammel Hall (College of Business Administration	\$34,000,000	CM/GMP	Holland Basharr	Kiewit Building Group	Mar-08	Mar-08	Aug-10	Warranty
UNL	Nebraska Athletic Student Life Comple	\$8,700,000	Low Bid	Bahr Vermeer & Haecker	Sampson Construction Co., Inc	Nov-08	Mar-09	Sep-10	Warranty
UNL	Whittier Research Center	\$23,750,000	Low Bid	Sinclair Hille Architects	Sampson Construction Co., Inc	Jun-07	Sep-07	Mar-10	Warranty
UNL	Abel Sandoz Dining Center Renovation	\$10,400,000	Low Bid	Einess Swenson Graham Arch	Sampson Construction Co., Inc	Jun-08	Sep-08	May-10	Warranty
UNL	The Robert E. Knoll Residential Ctr.(17th & R Residence Hall	\$40,500,000	Design Builc		Sampson Construction Company	Apr-08	D/B	Jun-10	Warranty
UNMC	Home Instead Center for Successful Aging (Geriatric Center)	\$10,196,000	Low Bid	HDR	Hawkins Construction	Nov-07	Jan-08	Sep-10	Warranty
UNMC	College of Nursing Addition - Omaha	\$14,000,000	Low Bid	RDG	Meyers Carlisle Leapley	Mar-08	Mar-08	Nov-10	Warranty
		<hr/>							
		\$438,595,462							
<b>Mixed Funded Projects</b>									
NCTA	Education Center	\$10,345,000	Low Bid	The Clark Enersen Partners	Sampson Construction Co., Inc	Mar-08	Sep-09	Oct-11	Construction
		<hr/>							
		\$10,345,000							
<b>LB 309 &amp; Campus Match Projects</b>									
UNL	Entomology Hall - Renovation of Basement, First & Second Floor	\$2,059,000		TBD	TBD	Jun-10	TBD	Sep-12	Planning
UNMC	Emergency Engines-Generators & Assoc. Switchgear in CUF	\$3,000,000	Low Bid	Specialized Engineering Solution	All Purpose Utilities, Inc	Jun-09	4 Year	Jan-11	Construction
		<hr/>							
		\$ 5,059,000							
<b>University Building Renewal Assessment Fund (1% Assessment)</b>									
UNL	Leverton Hall HVAC Replacemen	\$2,562,000	Low Bid	Davis Design	Kingery Construction Company	Apr-09	4 year	Dec-10	Construction
		<hr/>							
		\$2,562,000							
<b>LB 605 Projects</b>									
UNMC	Wittson Hall Renovation								
	Phase I	\$1,956,000	Low Bid	Olsson Associates	Prairie Construction Company	Dec-09	4-year	Sep-10	Construction
	Phase II	\$5,363,000	Low Bid	TBD	TBD	TBD	TBD	TBD	Planning
UNL	Brace Renovation / Behlen Renovator	\$1,658,446	Low Bid	TBD	TBD	Jun-06	TBD	Sep-11	Planning
UNMC	Eppley Cancer Institute Renovator	\$11,900,000	Low Bid	The Clark Enersen Partners	TBD	TBD	TBD	TBD	Design
UNMC	Poynter Hall Renovator	\$9,100,000	Low Bid	RDG	TBD	9/8/2006/12/2/2010	Mar-07	May-12	Design
UNL	Demolition of Ferguson Hall	\$887,800	Low Bid	NA	New Horizons Environmental, LLC	Jun-06	TBD	Jan-11	Construction
UNO	Utility Infrastructure	\$9,000,000	Low Bid	Farris Engineering	Weitz / Hawkins / Midwest Mech	Nov-06	4 year	Jul-11	Construction
UNL	Animal Science Renovator	\$21,340,000	Low Bid	Farris Engineering	Omaha Construction Services	Apr-07	Apr-07	Aug-11	Construction
UNMC	College of Dentistry Renovator	\$8,972,000	Low Bid	Davis Design	Sampson Construction Co., Inc	Jun-07	Sep-07	Mar-10	Warranty
UNL	Theodore Jorgensen Hall (Physical Sciences Replacement Bldg.	\$37,993,754	Low Bid	Perkins & Will / BVH	Sampson Construction Co., Inc	Jun-06	Sep-06	May-10	Warranty
UNL	Keim Hall Renovator	\$14,400,000	Low Bid	Alley Poyner Macchietto Architects	Sampson Construction Co., Inc	Apr-07	Apr-07	Jun-10	Warranty
		<hr/>							
		\$122,571,000							
<b>Total Capital Construction Projects</b>		<b>\$579,132,462</b>							

A/E Approval Notes: NA - below BOR approval threshok

D/B - Design Build process

4 year - Four Year A/E Selection Process

TO: The Board of Regents Addendum IX-D-5  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Status of Capital Projects exceeding \$5 million as of December 31, 2010

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached status report is a summary of all capital projects exceeding \$5 million in total project costs and outlines the campus and project, contract status, stage of construction, budget categories and budgets for the period July 1, 2010, through December 31, 2010.

SPONSOR: Rebecca H. Koller  
Assistant Vice President for Business & Finance  
Director of Facilities Planning & Management

APPROVED: David E. Lechner  
Vice President for Business & Finance

DATE: February 16, 2011

**University of Nebraska Status Report of Projects Exceeding \$5.0 Million  
for period July 1, 2010 - December 31, 2010**

<b>Campus / Project</b>	<b>Contract Status and Date</b>	<b>State of Construction</b>	<b>Approved Budget Categories</b>	<b>Amount</b>
University of Nebraska Deferred Maintenance - LB309 / LB 1100 UBRAF	Architect: Various	Percent of Funds Expended: NA	LB 309 (Under \$2 Million)	\$ 7,271,278
	Contract Date: Various	Substantial Completion Date: N/A	UBRAF (Under \$2 Million)	\$ 4,703,010
	Method of Construction: N/A		Campus Funding	\$ 3,050,007
			Total Projects	\$ 15,024,295
University of Nebraska-Lincoln Animal Science Complex Renovation	Architect: Farris Engineering	Percent of Funds Expended: 77%	1. Construction Budget	\$ 18,995,000
	Contract Date: April 30, 2007	Substantial Completion Date: (August 17, 2011)	2. Non Construction Budget	\$ 2,345,000
	Method of Construction: Conventional Bid	Number of Change Orders: 9	Total Project Cost	\$ 21,340,000
	General Contractor: Omaha Construction Services, Inc. Contract Date: January 21, 2009	Cumulative Amount of Change Orders: \$ 265,891		
University of Nebraska-Lincoln NanoScience Facility	Architect: Perkins & Will	Percent of Funds Expended: 11%	1. Construction Budget	\$ 12,927,000
	Contract Date: April 4, 2008	Substantial Completion Date: (November 6, 2011)	2. Non Construction Budget	\$ 1,920,000
	Method of Construction: Conventional Bid	Number of Change Orders: 1	Total Project Cost	\$ 14,847,000
	General Contractor: Sampson Construction Company, Inc. Contract Date: July 21, 2010	Cumulative Amount of Change Orders: \$ (15,495)		
University of Nebraska-Lincoln Animal Research Facility Renovation	Architect: The Clark Enersen Partners	Percent of Funds Expended: 9%	1. Construction Budget	\$ 4,411,800
	Contract Date: 4-Year - January 23, 2008	Substantial Completion Date: (September 9, 2011)	2. Non Construction Budget	\$ 588,200
	Method of Construction: Conventional Bid	Number of Change Orders: -	Total Project Cost	\$ 5,000,000
	General Contractor: Hampton Commercial Const., Inc. Contract Date: October 14, 2010	Cumulative Amount of Change Orders: \$ -		
University of Nebraska-Lincoln The Hendricks Training Complex Addition to the Devaney Sports Center	Architect: The Clark Enersen Partners	Percent of Funds Expended: 25%	1. Construction Budget	\$ 16,181,180
	Contract Date: September 2, 2009	Substantial Completion Date: (October 3 2011)	2. Non Construction Budget	\$ 2,518,820
	Method of Construction: Conventional Bid	Number of Change Orders: 2	Total Project Cost	\$ 18,700,000
	General Contractor: Hausmann Construction Contract Date: June 28, 2010	Cumulative Amount of Change Orders: \$ 154,658		
University of Nebraska-Lincoln Ken Morrison Life Sciences Research Center Addition (ARRA Project)	Architect: Farris Engineering	Percent of Funds Expended: 2%	1. Construction Budget	\$ 7,177,000
	Contract Date: January 29, 2010	Substantial Completion Date: (June 1, 2012)	2. Non Construction Budget	\$ 823,000
	Method of Construction: Conventional Bid	Number of Change Orders: -	Total Project Cost	\$ 8,000,000
	General Contractor: TBD Contract Date: TBD	Cumulative Amount of Change Orders: \$ -		
University of Nebraska-Lincoln Hamilton Hall Sixth Floor Renovation (ARRA Project) Unsuccessful Grant Proposal - Project Cancelled	Architect: NA	Percent of Funds Expended: 0%	1. Construction Budget	\$ 6,150,000
	Contract Date: NA	Substantial Completion Date: Project Cancelled	2. Non Construction Budget	\$ 670,000
	Method of Construction: NA	Number of Change Orders: -	Total Project Cost	\$ 6,820,000
	General Contractor: NA Contract Date: NA	Cumulative Amount of Change Orders: \$ -		
University of Nebraska-Lincoln East Stadium Improvements Memorial Stadium	Architect: The Clark Enersen Partners	Percent of Funds Expended: 0%	1. Construction Budget	\$ 48,803,000
	Contract Date: December 3, 2010	Substantial Completion Date: (June 2013)	2. Non Construction Budget	\$ 6,697,000
	Method of Construction: CM/GMP	Number of Change Orders: -	Total Project Cost	\$ 55,500,000
	General Contractor: TBD Contract Date: TBD	Cumulative Amount of Change Orders: \$ -		

Campus / Project	Contract Status and Date	State of Construction	Approved Budget Categories	Amount
University of Nebraska Medical Center Poynter Hall Renovation	Architect: RDG Planning & Design Contract Date: TBD Method of Construction: Conventional Bid General Contractor: TBD Contract Date: TBD	Percent of Funds Expended: 2% Substantial Completion Date: (May 2012) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 7,304,000 \$ 1,796,000 \$ 9,100,000
University of Nebraska Medical Center Harold M. and Beverly Maurer Center for Public Health	Architect: Alley Poyner & Macchietto Arch. Contract Date: May 1, 2008 Method of Construction: Conventional Bid General Contractor: Darland Construction Contract Date: 08/12/09	Percent of Funds Expended: 77% Substantial Completion Date: (January 12, 2011) Number of Change Orders: 14 Cumulative Amount of Change Orders: \$ 1,980,480	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 12,270,000 \$ 2,730,000 \$ 15,000,000
University of Nebraska Medical Center Stanley M. Truhlsen Eye Institute	Architect: Alley Poyner Macchietto Arch. Contract Date: March 29, 2010 Method of Construction: Conventional Bid General Contractor: TBD Contract Date: TBD	Percent of Funds Expended: 6% Substantial Completion Date: (December 2012) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 14,433,000 \$ 5,567,000 \$ 20,000,000
University of Nebraska at Omaha Campus Utilities Infrastructure Renewal	Architect: Farris Engineering Contract Date: 4-Year Contract Method of Construction: Conventional Bid General Contractor: The Weitz Company Contract Date: April 16, 2009	Percent of Funds Expended: 78% Substantial Completion Date: (July 1, 2011) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 8,220,000 \$ 780,000 \$ 9,000,000
University of Nebraska at Omaha Roskens Hall Renovation	Architect: Holland Basham Architects Contract Date: January 8, 2010 Method of Construction: CM/GMP General Contractor: The Weitz Company, LLC Contract Date: May 9, 2010	Percent of Funds Expended: 30% Substantial Completion Date: (August 5, 2011) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 9,730,000 \$ 3,933,000 \$ 13,663,000
University of Nebraska at Omaha Community Engagement Center	Architect: TBD Contract Date: TBD Method of Construction: CM/GMP General Contractor: TBD Contract Date: TBD	Percent of Funds Expended: 0% Substantial Completion Date: (December 31, 2012) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 16,475,969 \$ 7,117,192 \$ 23,593,161
Nebraska College of Technical Agriculture Curtis, Nebraska Education Center	Architect: The Clark Enersen Partners Contract Date: September 7, 2009 Method of Construction: Conventional Bid General Contractor: Sampson Construction Company Contract Date: August 18, 2010	Percent of Funds Expended: 13% Substantial Completion Date: (October 19, 2011) Number of Change Orders: - Cumulative Amount of Change Orders: \$ -	1. Construction Budget 2. Non Construction Budget Total Project Cost	\$ 8,837,415 \$ 1,507,585 \$ 10,345,000

TO: The Board of Regents Addendum IX-D-6

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Report of Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended February 28, 2011.

The report outlines the following: type of action; campus; description and use of the product, service, or project; funding source; approved budget amount; contract amount; contractor or vendor; and a bid review or bid explanation if the low responsible bid was not accepted.

APPROVED: David E. Lechner  
Vice President for Business and Finance

DATE: February 18, 2011



Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction Contract	UNK	Mantor & Randall Hall Window Replacement	ARRA grant through NE Energy Office; Revenue Bond funds	\$742,392	\$532,922	Central Contracting Corp. Kearney	Two base bids – one contractor Randall - \$204k,044 Mantor - \$328,878
Personal Property Procurement	UNK	Bob Saunders Family, LLC property at 25 <sup>th</sup> Street & 9 <sup>th</sup> Avenue, Kearney	State	535,000	535,000	Bob Saunders Family, LLC	Final settlement on property purchase.
Personal Property	UNL	Electrical Engineering- Plasma Atomic Layer Deposition System	Federal Funds	348,950	348,950	Cambridge Nanotech	Sole Source-Cambridge's advantage is that Cambridge system uses a Labview based computer control software.
Personal Property	UNL	Utility Services- Spirotherm Filtration System	General Funds	222,040	222,040	B.G. Peterson, Co.	Sole Source- Spirotherm with its patents & unique design is the only company that provides particulate removal for the size of filter systems operating at UNL's utility plants.
Personal Property	UNL	Facilities Management- TekAir Lab air valves	Federal Funds General Funds	151,355 151,355	302,710	CSG Scientific	Sole Source- TekAir is the only manufacturer of air flow control devices that uses 2 control surfaces that modulate through 45 degrees.

\*Approved budget amount for construction contracts represents the entirety of the project budget, whereas the contract amount is the amount pertaining to the particular activity within the construction contract.

TO: The Board of Regents Addendum IX-D-7

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Semi-Annual Report of Licenses

RECOMMENDED ACTION: Report

EXPLANATION: The attached report is a summary of licenses as provided by the campuses pursuant to Regents Policy RP-6.3.1.4.v (2) of the Board of Regents of the University of Nebraska for the period July 1, 2010 through December 31, 2010.

The report outlines the following: type of action; campus; description and use of the product, service, or project; term of the license; and financial terms of the license.

APPROVED: David E. Lechner  
Vice President for Business and Finance

DATE: February 18, 2011

**University of Nebraska  
Semi-Annual Report of Licenses  
July 1 through December 31, 2010**

<b>Type of Action</b>	<b>Campus</b>	<b>Licensee</b>	<b>Description of Product/Service</b>	<b>Term of License</b>	<b>Contractual Requirements</b>
Intellectual Property License	UNMC	Bio-Engineered Supplements and Nutrition, Inc.	Creatine Ethyl Ester as a nutritional supplement	Life of Patents	License fee and Royalty-bearing
Intellectual Property License	UNMC	Punch Supplements	Creatine Ethyl Ester as a nutritional supplement	N/A	Settlement fee
Amended and Restated Intellectual Property License	UNMC and UNL	Virtual Incision Corporation	Surgical Robots	Life of Patents	License fee and Royalty-bearing
Research Tools License	UNMC	Mallinckrodt, Inc.	Mini-Muc1 gene	One year (with the option to renew for a fee)	License fee
Startup	UNL	KAD Innovations, LLC	Facial attractiveness software	Perpetual	Equity/Royalties
Option	UNL	Ci Company	Battery cell with adaptive and reconfigurable internal connections	Three months	None
License	UNL	China Agricultural University Nutrient Management Group	Hybrid Maize: A simulation model for corn growth and yield	Perpetual	License Fee
License	UNL	Nebraska Crop Improvement Association	'McGill' hard red winter wheat	Ten years	Royalties
License	UNL	Nebraska Crop Improvement Association	'Robidoux' hard red winter wheat	Ten years	Royalties
Option	UNL	Dow AgroSciences LLC	RNA screening technology for adult western corn rootworm	Nine months	None
License	UNL	Life Technologies Corp.	Method for engineering the genome of BVDV for vaccine development and analysis of virus replication	Life of the patents	None

Type of Action	Campus	Licensee	Description of Product/Service	Term of License	Contractual Requirements
License	UNL	Sensus Machine Intelligence	Optimal coordination control and soft repair of multi-RTU	Life of the patents	Royalties
License	UNL	Green Cover Seed	NE96T441 triticale (wheat x rye)	Ten years	Royalties
License	UNL	Wymore Seed & Farm Supply	'Overland' hard red winter wheat	Ten years	Royalties
License	UNL	United States Geological Survey	CALMIT software	Perpetual	License Fee
Startup	UNL	SolaAgri	Nebraska bioenergy millet hybrid	Ten years	License Fee & Royalties
License	UNL	Justin Brouillette and Nicholas Pajerski	Portable laptop stand	Life of the patents	Royalties
Option	UNL	Rembrandt Enterprises, Inc.	Eggshell-derived mono-calcium and di-calcium phosphate	Seven months plus six months for negotiation	License Fee
Option	UNL	Rare Earth Solar LLC	Rare earth-based solar cells	Six months	None
License	UNL	MRail, Inc.	Laser measurement of track modulus and ultrasound method of measuring longitudinal stress in track	Life of the patents	Equity/ Royalties/ Interest on Convertible Note
Option	UNL	Nelson Company	Robotic surgical tool controller	Seven months	None
License	UNL	Bayer CropScience LP	Genetic materials in the UNL wheat breeding program generations F2-F9 and associated know-how	Perpetual	License Fee and sub-licensee royalties
Option	UNL	Bayer CropScience, LP	Genetic materials containing Clearfield technology in the UNL wheat breeding program	Three years	None
Startup	UNL	Ci Company	Battery cell with adaptive and reconfigurable internal connections	Life of the patents	License Fees & Royalties

TO: The Board of Regents Addendum IX-D-8

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska at Kearney  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2010 through December 31, 2010

RECOMMENDED ACTION: Report

Description	A Gifts	B Grants	C Bequests	D Contracts	Totals
Instruction	\$750	\$2,125	\$0	\$0	\$2,875
Research	0	224,052	0	0	224,052
Public Service	1,100	326,041	0	0	327,141
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	225,529	0	0	225,529
Donations	0	693,041	0	0	693,041
Subtotals	<u>\$1,850</u>	<u>\$1,470,788</u>	<u>\$0</u>	<u>\$0</u>	<u>\$1,472,638</u>

Gifts and Bequests of \$1,000,000 & more previously accepted by the Regents during the reported quarter:

Instruction	\$0	\$0	\$0	\$0	\$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	0	0	0	0	0
TOTAL	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSORS: Barbara L. Johnson  
Vice Chancellor for Business & Finance

APPROVED:   
\_\_\_\_\_  
Doug Kristensen, Chancellor  
University of Nebraska at Kearney

DATE: February 16, 2011

**UNIVERSITY OF NEBRASKA AT KEARNEY  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER 10/1/10 – 12/31/10**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NONE		
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>1,850</u>
	Total Gifts for the Quarter	<u>\$1,850</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>
NONE		
	Subtotal	\$0
	Total amount of all Grants under \$1,000,000	<u>1,470,788</u>
	Total Grants for the Quarter	<u>\$1,470,788</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>
NONE		
	Subtotal	\$0
	Total amount of all Contracts under \$400,000	<u>0</u>
	Total Contracts for the Quarter	<u>\$0</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska-Lincoln  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2010 through December 31, 2010

RECOMMENDED ACTION: Report

Description	A Gifts	B Grants	C Bequests	D Contracts	Totals
Instruction	\$1,000	\$1,018,876	\$0	\$27,965	\$1,047,841
Research	20,116	12,600,398	0	7,047,995	19,668,509
Public Service	0	7,936,503	0	740,026	8,676,529
Administration	0	31,374	0	0	31,374
Student Services	0	232,793	0	0	232,793
Stu Financial Aid	0	254,651	0	0	254,651
Donations	0	0	0	0	0
Subtotals	<u>\$21,116</u>	<u>\$22,074,595</u>	<u>\$0</u>	<u>\$7,815,986</u>	<u>\$29,911,697</u>

Gifts and Bequests of \$1,000,000 & more previously accepted by the Regents during the reported quarter:

Instruction	\$0	0	0	0	\$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	0	0	0	0	0
TOTAL	<u>\$21,116</u>	<u>\$22,074,595</u>	<u>\$0</u>	<u>\$7,815,986</u>	<u>\$29,911,697</u>

A - Gifts of \$100,000 and more are itemized on the attached pages

B - Grants of \$1,000,000 and more are itemized on the attached pages


C - All bequests are itemized on the attached pages

D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSORS: Prem S. Paul  
Vice Chancellor for Research & Economic Development

Christine A. Jackson  
Vice Chancellor for Business & Finance

APPROVED:

  
Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 16, 2011

**UNIVERSITY OF NEBRASKA-LINCOLN  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER 10/1/10 – 12/31/10**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Description</u>	<u>Amount</u>
Gifts/Bequests under \$100,000		\$21,116
Total Gifts for the Quarter		<u>\$21,116</u>

\*\*\*\*\*

Grants \$1,000,000 and over

See attached sheet

Subtotal		\$8,955,456
Total amount of all Grants under \$1,000,000		<u>13,119,139</u>
Total Grants for the Quarter		<u>\$22,074,595</u>

\*\*\*\*\*

Contracts \$400,000 and over

See attached sheet

Subtotal		\$3,821,902
Total amount of all Contracts under \$400,000		<u>3,994,084</u>
Total Contracts for the Quarter		<u>\$7,815,986</u>



University of Nebraska-Lincoln  
Quarterly Summary of Contracts Awarded of \$400,000 and Over  
Subtotals by College and Department  
For the Quarter 10/01/2010 – 12/31/2010

<u>Funding Agency</u>	<u>Department</u>	<u>PI</u>	<u>Purpose</u>	<u>Amount</u>
<b>Arts &amp; Sciences</b>				
Sensus Machine Intelligence	Computer Science & Engineering	Y. Lu	Enterprise Plug n Play Diagnostics and Optimization for Smart Buildings	\$16,536
<b>SUBTOTAL</b>				<b>\$16,536</b>
<b>Engineering</b>				
Emergent Product Devel Gaithersburg	Chemical & Biomedical Engineering	M. Meagher	ARRA: Development of a Next Generation PA Vaccine, dmPA7909	\$904,889
Sensus Machine Intelligence	Computer Science & Engineering	Y. Lu	Enterprise Plug n Play Diagnostics and Optimization for Smart Buildings	\$8,145
DOD-Army Research Office	Dean's Office of Engineering	N. Chandra	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$1,610,000
Sensus Machine Intelligence	Durham School of Architectural Engineering & Construction	H. Li	Enterprise Plug n Play Diagnostics and Optimization for Smart Buildings	\$592,332
DOD-Army Research Office	Engineering Mechanics	R. Feng	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$69,000
DOD-Army Research Office	Engineering Mechanics	J.Y. Lim	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$69,000
DOD-Army Research Office	Engineering Mechanics	M. Negahban	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$69,000
DOD-Army Research Office	Engineering Mechanics	J. Turner	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$345,000
DOD-Army Research Office	Mechanical Engineering	L. Gu	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$69,000
DOD-Army Research Office	Mechanical Engineering	C. Nelson	Effect of Protective Devices on Brain Trauma Mechanics under Idealized Shock Wave	\$69,000
<b>SUBTOTAL</b>				<b>\$ 3,805,366</b>
<b>GRAND TOTAL</b>				<b><u><u>3,821,902</u></u></b>

University of Nebraska-Lincoln  
Quarterly Summary of Grants Awarded of \$1,000,000 and Over  
Subtotals by College and Department  
For the Quarter 10/01/2010 – 12/31/2010

<u>Funding Agency</u>	<u>Department</u>	<u>PI</u>	<u>Purpose</u>	<u>Amount</u>
<b>Arts &amp; Sciences</b>				
DHHS – ACF	Cnt. on Children Families & the Law	M. Ells	Midwest Child Welfare Technical Asst. Implementation Center	\$924,861
DHHS – ACF	Cnt. on Children Families & the Law	M. Graef	Midwest Child Welfare Technical Asst. Implementation Center	\$924,861
NSF-EPSCoR	Computer Science & Engineering	D. Swanson	Cyberinfrastructure-Enabled Computational Nanoscience for	\$ 918,697
NSF-EPSCoR	Physics & Astronomy	E. Tsymbal	Cyberinfrastructure-Enabled Computational Nanoscience for	\$1,216,303
			<b>SUBTOTAL</b>	<b>\$3,984,722</b>
<b>Engineering</b>				
NSF-EPSCoR	Computer Science & Engineering	D. Swanson	Cyberinfrastructure-Enabled Computational Nanoscience for	\$ 452,879
NSF-EPSCoR	Engineering Mechanics	J. Turner	Infrastructure for the Enhancement of Systems Biology Research	\$ 448,088
			<b>SUBTOTAL</b>	<b>\$ 900,967</b>
<b>IANR – Cooperative Extension</b>				
USDA – NIFA	Agricultural Economics	H. Jose	North central Risk Management Education Center	\$1,168,912
Assoc. of Public & Land-Grant Universities	eXtension	D. Cotton	National E-Extension Project	\$1,100,000
			<b>SUBTOTAL</b>	<b>\$ 2,268,912</b>
<b>IANR – Research</b>				
NSF-EPSCoR	Center for Plant Science Innovation	S. Mackenzie	Infrastructure for the Enhancement of Systems Biology Research	\$ 700,855
Agency for International Development	Dean’s Office for Research	E. Heinrichs	Identification and Release of Brown Midrib (BMR) Sorghum Var	\$1,100,000
			<b>SUBTOTAL</b>	<b>\$ 1,800,855</b>
			<b>GRAND TOTAL</b>	<b><u>\$8,955,456</u></b>

TO: The Board of Regents

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska Medical Center  
Report of Gifts, Grants, Contracts and Bequests Accepted During the  
Quarter October 1, 2010 through December 31, 2010

RECOMMENDED ACTION: Report

Description	A Gifts	B Grants	C Bequests	D Contracts	TOTAL
Instruction	\$217,655	\$816,540	\$0	\$835,707	\$1,869,902
Research	\$44,932	\$6,759,783	\$0	\$2,625,724	\$9,430,438
Public Service	\$101,921	\$1,195,703	\$0	\$1,145,273	\$2,442,897
Student Aid	\$6,893	\$189,884	\$0	\$0	\$196,777
Other	<u>\$1,600</u>	<u>\$65,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$66,600</u>
Subtotal	<u>\$373,001</u>	<u>\$9,026,910</u>	<u>\$0</u>	<u>\$4,606,703</u>	<u>\$14,006,614</u>

Awards of \$400,000 and more previously accepted by the Regents during the reported quarter.

Instruction	\$0	\$0	\$0	\$0	\$0
Research	\$0	\$0	\$0	\$0	\$0
Public Service	\$0	\$0	\$0	\$0	\$0
Student Aid	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0
Subtotal	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total	<u>\$373,001</u>	<u>\$9,026,910</u>	<u>\$0</u>	<u>\$4,606,703</u>	<u>\$14,006,614</u>

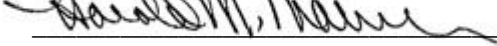
A - Gifts of \$100,000 or more are itemized. See attachment(s) for itemized listings.

B - Grants of \$1,000,000 or more are itemized. See attachment(s) for itemized listings.

C - Bequests are itemized. See attachment(s) for itemized listings.

D - Contracts of \$400,000 or more are itemized. See attachment(s) for itemized listings.

SPONSOR: Thomas H. Rosenquist, Ph.D.  
Vice Chancellor of Research

APPROVED:   
Harold M. Maurer, M.D., Chancellor  
University of Nebraska Medical Center

DATE: February 16, 2011

**UNIVERSITY OF NEBRASKA MEDICAL CENTER  
GIFTS OF \$100,000 OR MORE  
OCTOBER 1, 2010 - DECEMBER 31, 2010**

<u>DONOR</u>	<u>PURPOSE</u>	<u>AMOUNT</u>
Scottish Rite Foundation	LANGUAGE PROGRAM	\$107,557

TO: The Board of Regents

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: University of Nebraska at Omaha  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter October 1, 2010 through December 31, 2010

RECOMMENDED ACTION: Report

Description	A Gifts	B Grants	C Bequests	D Contracts	Totals
Instruction	\$923,954	\$2,170	\$0	\$185,461	\$1,111,585
Research	1,236	868,584	0	(10,000)	859,820
Public Service	105,804	1,147,593	0	27,778	1,281,175
Administration	0	0	0	0	0
Supporting Services					
Administrative	65,851	0	0	0	65,851
Stu Financial Aid	47,017	781,785	0	0	828,802
Other	24,464	0	0	0	24,464
Subtotals	<u>\$1,168,326</u>	<u>\$2,800,132</u>	<u>\$0</u>	<u>\$203,239</u>	<u>\$4,171,697</u>

Gifts and Bequests of \$1,000,000 & more previously accepted by the Regents during the reported quarter:

Instruction	\$0	\$0	\$0	\$0	\$0
Research	0	0	0	0	0
Public Service	0	0	0	0	0
Administration	0	0	0	0	0
Student Services	0	0	0	0	0
Stu Financial Aid	0	0	0	0	0
Donations	0	0	0	0	0
Subtotals	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	<u>\$1,168,326</u>	<u>\$2,800,132</u>	<u>\$0</u>	<u>\$203,239</u>	<u>\$4,171,697</u>

- A - Gifts of \$100,000 and more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached page

SPONSOR: William E. Conley  
Vice Chancellor for Business and Finance

APPROVED:   
John E. Christensen, Chancellor  
University of Nebraska at Omaha

DATE: February 16, 2011

**UNIVERSITY OF NEBRASKA AT OMAHA  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER 10/1/2010-12/31/2010**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
UNF	Holland Computing Center	\$561,464
UNF	Professorships—First Semester	186,266
	Subtotal	\$747,730
	Total amount of gifts under \$100,000	<u>420,596</u>
	Total Gifts for the Quarter	<u>\$1,168,326</u>

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Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	
		Subtotal	\$0
		Total amount of all Grants under \$1,000,000	<u>2,800,132</u>
		Total Grants for the Quarter	<u>\$2,800,132</u>

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Bequests

<u>Donor</u>	<u>Purpose</u>	
	Subtotal	\$0
	Total Bequests for the Quarter	<u>\$0</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	
		Subtotal	\$0
		Total amount of all Contracts under \$400,000	<u>203,239</u>
		Total Contracts for the Quarter	<u>\$203,239</u>

TO: The Board of Regents Addendum IX-D-9  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Acquisition of Real Property located at 4502 Leavenworth Street, Omaha, Nebraska.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: This property sits at the corner of 45<sup>th</sup> and Leavenworth which, pursuant to the Master Plan of the University of Nebraska Medical Center (UNMC), will be the southern entrance and gateway to the expanded UNMC Medical Campus. The existing owner approached UNMC about the potential for this acquisition. The UNMC Master Plan is enhanced by the acquisition of this property due to the ability of UNMC to preserve control over the entrance to the UNMC campus.

The property legal description is: Lot 1, in Walsher Place, in addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

In accordance with policy the acquisition was approved by the President.

PROJECT COST: \$230,000

SOURCE OF FUNDS: Cash

SPONSOR: Harold M. Maurer, M.D., Chancellor  
University of Nebraska Medical Center

APPROVED: James B. Milliken, President  
University of Nebraska

DATE: February 18, 2011

TO: The Board of Regents Addendum IX-D-10  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Two-year Master Consulting Services Agreement between the University of Nebraska-Lincoln and Gallup, Inc.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The Institute of Agriculture and Natural Resources (IANR) has entered into a two-year partnership agreement (December 9, 2010- December 8, 2012) with Gallup that also includes the Department of Economic Development and the Omaha Chamber of Commerce. The goal of the partnership is to positively influence business growth through developing the entrepreneurial abilities of individuals heading up Nebraska firms.

The Gallup Entrepreneurial Development & Acceleration System (GEDAS) will measure and then develop the entrepreneurial abilities of selected business leaders. This will be accomplished through the use of mentors identified by the partners. University mentors are being identified from across the University System. Research shows that entrepreneurship is fundamentally behavioral. An individual's own entrepreneurial ability, motivations and attitudes are the most important drivers for survival and growth. GEDAS introduces entrepreneurs to core behavioral economic management principles. The Gallup tools are critical to this process.

PROJECT COST: \$350,000

SOURCE OF FUNDS: Cash Funds

SPONSORS: Ronnie Green  
Vice Chancellor for Agriculture & Natural Resources  
IANR Harlan Vice Chancellor

Christine A. Jackson  
Vice Chancellor for Business and Finance

APPROVED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 10, 2011



TO: The Board of Regents Addendum IX-D-11

Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Fourth Amendment to the five-year lease agreement between the University of Nebraska-Lincoln and the American Nebraska Limited Partnership.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: October 15, 2010 – Second and Third Amendments to the five-year lease agreement between the University of Nebraska-Lincoln and the American Nebraska Limited Partnership was reported to the Board of Regents.

September 4, 2009 – First Amendment to the five-year lease agreement between the University of Nebraska-Lincoln and the American Nebraska limited Partnership was reported to the Board of Regents

March 6, 2009 – The five-year lease agreement between the University of Nebraska-Lincoln and the American Nebraska Limited Partnership was reported to the Board of Regents.

EXPLANATION: The Center on Children, Families, and the Law (CCFL) entered into a five-year lease agreement (November 12, 2008 to November 11, 2013) with American Nebraska Limited Partnership to occupy one thousand six hundred fifty three (1,653) square feet of office space. With increased staff requirements approximately three thousand (3,000) square feet of space was added through three subsequent amendments.

As the CCFL staff requirements continued to increase the Fourth Amendment to the original lease was executed October 22, 2010 to increase the overall square footage by an additional three hundred forty two (342) square feet. The expansion space will accommodate office space for the additional staff.

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

PROJECT COST: \$13,500

SOURCE OF FUNDS: Federal Funds

SPONSORS: Ellen Weissinger  
Interim Senior Vice Chancellor for Academic Affairs

Christine A. Jackson  
Vice Chancellor for Business and Finance

APPROVED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 16, 2011

TO: The Board of Regents Addendum IX-D-12  
Business Affairs

MEETING DATE: March 11, 2011

SUBJECT: Two-year Building and Ground lease agreement between the University of Nebraska-Lincoln and the Airport Authority of the City of Lincoln.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: March 5, 2005 – A four-year Building and Ground Lease with the Airport Authority of the City of Lincoln was reported to the Board of Regents.

EXPLANATION: The Nebraska Technical Transfer Center, a unit of the Cooperative Extension Division of the Institute of Agriculture & Natural Resources moved to Building No. 1472, consisting of approximately 3,200 square feet of office space, and approximately 82,302 square feet of land owned by the Airport Authority of the City of Lincoln in 2005 because adequate space was not available on the Lincoln campus.

The four-year lease term was for the period December 1, 2004 – November 30, 2008. However, the Nebraska Technical Transfer Center continued to occupy the leased space on a month-to-month basis until December 9, 2010, when a new two-year Building and Ground lease was executed. The new two-year lease term is for the period December 1, 2010 – November 30, 2012.

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

PROJECT COST: \$38,861

SOURCE OF FUNDS: Federal and NDOR Matching Research Funds

SPONSORS: Ronnie D. Green  
Vice Chancellor for Institute of Agriculture & Natural Resources  
Christine A. Jackson  
Vice Chancellor for Business and Finance

APPROVED: Harvey Perlman, Chancellor  
University of Nebraska-Lincoln

DATE: February 15, 2011