



BOARD OF REGENTS

Varner Hall, 3835 Holdrege Street

Lincoln, Nebraska 68583-0745

July 22, 2016

8:30 a.m.

NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, July 22, 2016, at 8:30 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

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

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

Dated: July 14, 2016

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

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, July 22, 2016
8:30 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON
MAY 25, 2016

IV. HEARINGS

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. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

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

VII. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Approval is requested to create the PhD in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln Addendum VII-A-1
2. Approval is requested to create the PhD in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at the University of Nebraska at Omaha Addendum VII-A-2
3. Approval is requested to create a Gender and Leadership Undergraduate Certificate in the Women's and Gender Studies Program in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum VII-A-3
4. Approval is requested to consolidate the MA and MS degrees in Special Education to a single MS degree in the Department of Special Education and Communication Disorders in the College of Education at the University of Nebraska at Omaha Addendum VII-A-4

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve the FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request guidelines Addendum VII-B-1

Nebraska College of Technical Agriculture

2. Approve the FY 2017-18 and FY 2018-19 Nebraska College of Technical Agriculture Biennial Operating Budget Request guidelines Addendum VII-B-2

University of Nebraska at Kearney

3. Approve the use of Construction Management at Risk project delivery method for the New University Village Student Housing at the University of Nebraska at Kearney Addendum VII-B-3

University of Nebraska-Lincoln

4. Approve a two-year contract with Unizin for the purchase of Canvas and approve a two-year contract with Turnitin for the University of Nebraska-Lincoln Addendum VII-B-4
5. Approve the selection of Kenneth Hahn Architects to provide design consultant services for the Morrill Hall 4th Floor Redevelopment at the University of Nebraska at Lincoln Addendum VII-B-5
6. Approve the sole source purchase of a Regenerative Laser Amplifier System at the University of Nebraska-Lincoln Addendum VII-B-6

University of Nebraska Medical Center

7. Approve the sale of a parcel of land at 3921 Mason Street, Omaha, Nebraska, to Nebraska Medicine to provide a site for the construction of Nebraska Medicine's Integrated Service Center Addendum VII-B-7
8. Approve the interlocal agreement with the City of Omaha to vacate the 40th Street right-of-way between Emile Street and Leavenworth Street Addendum VII-B-8
9. Approve acceptance of a gift to build an 82-foot lighted glass tower designed by Omaha artist Jun Kaneko to be placed in front of the Fred & Pamela Buffett Cancer Center and the naming of the tower as "Search" Addendum VII-B-9

University of Nebraska at Omaha

10. Approve the updated Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation Addendum VII-B-10

Additional Item – University of Nebraska at Omaha

11. Approve naming the UNO Pacific Campus the "Scott Campus" Addendum VII-B-11

C. FOR INFORMATION ONLY

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

D. REPORTS

1. Renaming the Department of Art and Art History to the School of Art, Art History and Design in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln Addendum VII-D-1
2. Renaming the Division of Radiation Science Technology Education to the Department of Medical Imaging and Therapeutic Sciences in the College of Allied Health Professions at the University of Nebraska Medical Center Addendum VII-D-2
3. Strategic Framework Report: Global Engagement - Study Abroad [3-d.i] Addendum VII-D-3
4. Strategic Framework Report: Assessing Student Learning Outcomes: Licensure Results [6-g.iii] Addendum VII-D-4
5. Intermediate Design Report on UNL– Health Center/UNMC College of Nursing–

- Lincoln Division Addendum VII-D-5
- 6. Bids and Contracts Report Addendum VII-D-6
- 7. Report on Debt Refinancing Addendum VII-D-7
- 8. Naming of rooms and other spaces in the UNMC Center for Drug Discovery and the Lozier Center for Pharmacy Sciences and Education Addendum VII-D-8
- 9. Revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Library of Medicine Addendum VII-D-9

VIII. ADDITIONAL BUSINESS

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The President's Personnel Recommendations

Meeting Date: July 22, 2016

University of Nebraska at Kearney

Adjustment

Peter J. Longo, Interim Dean (Special) College of Natural and Social Sciences, Professor (Continuous) Political Science; add title of Interim Dean, College of Natural and Social Sciences effective 07/01/2016 through 06/30/2018, \$135,000, FY, 1.00 FTE.

University of Nebraska-Lincoln

New Appointments

Katherine S. Ankerson, Dean (Special) College of Architecture, Professor (Continuous) Interior Design; effective 07/01/2016, \$210,000, FY, 1.00 FTE. Salary includes an administrative stipend of \$35,000.

Sonia Feigenbaum, Associate Vice Chancellor for International Engagement and Global Strategies (Special) Academic Affairs; effective 08/15/2016, \$190,000, FY, 1.00 FTE. Salary includes an administrative stipend of \$38,195.

Adjustments

Mark Balschweid, Interim Associate Vice Chancellor (Special) within the Institute of Agriculture and Natural Resources, Department Head (Special) Agricultural Leadership, Education and Communication, Professor (Continuous) Agricultural Leadership, Education and Communication. Effective 05/10/2016 with an indefinite end date until a new Vice Chancellor and NU Vice President is named, \$189,181, FY, 1.00 FTE (includes an administrative stipend of \$31,526) Add the title of Interim Associate Vice Chancellor for the Institute of Agriculture and Natural Resources.

Laurie Bellows, Acting Dean (Special) Graduate Studies, Professor of Practice (Special) Graduate Studies; add title of Acting Dean, Graduate Studies effective 07/01/2016 with an end date of 07/31/2017, \$136,532, FY, 1.00 FTE. Remove title of Associate Dean of Graduate Studies. Salary includes a \$22,755 stipend for the Acting Dean position.

Lance C. Perez, Interim Dean (Special) College of Engineering, Professor (Continuous) Electrical and Computer Engineering; add title of Interim Dean, College of Engineering effective 07/01/2016 through 06/30/2019, \$325,000, FY, 1.00 FTE. Remove title of Associate Vice Chancellor for Academic Affairs and Dean of Graduate Studies.

Judy Walker, Interim Associate Vice Chancellor (Special) Academic Affairs, Professor (Continuous) Mathematics; add title of Interim Associate Vice Chancellor, Academic Affairs effective 07/15/2016 with an end date of 07/14/2017, \$192,500, FY, 1.00 FTE. Remove title of Chair of Department of Mathematics. Salary includes a \$17,500 stipend for Interim Associate Vice Chancellor position and a \$5,000 stipend for the Douglas Professorship.

Timothy Wei, Professor (Continuous) Mechanical and Materials Engineering; remove title of Dean, College of Engineering effective 06/30/2016, \$215,177, AY, 1.00 FTE. Salary includes a professorship stipend of \$20,000.

University of Nebraska Medical Center

Adjustment

Deborah L. Thomas, Vice Chancellor for Business and Finance (Special), effective 07/22/2016, \$274,000 FY, 1.00 FTE. End Senior Associate Vice Chancellor appointment. End Interim Vice Chancellor appointment and annual stipend.

TO: The Board of Regents Addendum VII-A-1
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Creation of the Doctor of Philosophy (PhD) in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to create the PhD in Complex Biosystems administered by the Office of Graduate Studies at UNL

PREVIOUS ACTION: None

EXPLANATION: The PhD Program in Complex Biosystems is directed toward students interested in applying quantitative statistical and computational approaches to data acquisition and analysis in multiple life sciences fields. In addition to scientific communication skills and ethical research conduct, students acquire a foundation in population, cellular and molecular life sciences; statistics; bioinformatics; and computational analysis. Following the first year, each student pursues a training specialization within this multidisciplinary program which will involve over 100 faculty in 21 departments or centers across four colleges.

Advantages to the student include the breadth of choices available for research projects and an interdisciplinary educational approach, which add value by enhancing their perspective and breadth of knowledge in the life sciences. Advantages to participating faculty include the marketing appeal of a cutting edge “big data”-oriented program to students of exceptional quality who may not otherwise apply to UNL, and placing UNL’s community of “big data” researchers in the life sciences within the context of the program’s research and training activities.

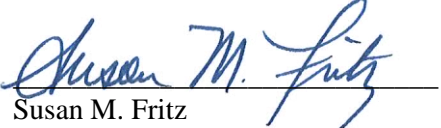
This proposal has been approved by the Executive Graduate Council and the Council of Academic Officers. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$296,237 Year 1; \$1,496,500 over five years

SOURCE OF FUNDS: Cash and Revolving Funds: annual budget will be shared by the Office of Research (\$50,000); Senior Vice Chancellor for Academic Affairs (\$100,000); and Institute of Agriculture and Natural Resources (\$150,000)

SPONSORS: Marjorie Kostelnik
Interim Senior Vice Chancellor for Academic Affairs

Ronnie Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: June 30, 2016

Proposal for PhD in Complex Biosystems

Proposal for PhD in Complex Biosystems

I. Descriptive Information

Institution: University of Nebraska – Lincoln (UNL)

Program name: Complex Biosystems Graduate Program

Degree to be awarded: PhD

Other programs offered in this field by this institution: The University of Nebraska – Lincoln offers no other program of study in the field of Complex Biosystems.

CIP codes: 01.9999 (Agriculture, Agriculture operations, and related sciences, other); 14.9999 (Engineering, other); 26.9999 (Biological and biomedical sciences, other); 27.9999 (Mathematics and Statistics, other); 40.0599 (Chemistry, other); 30.9999 (Multi/interdisciplinary studies, other)

Administrative unit for the program: Office of Graduate Studies

Proposed delivery site: University of Nebraska – Lincoln

Date approved by governing board:

Proposed date the program will be initiated: Upon approval

Description and purpose of the proposed program:

Description: The PhD Program in Complex Biosystems is directed toward students interested in applying quantitative statistical and computational approaches to data acquisition and analysis in multiple life sciences fields. In this interdisciplinary program, graduate students participate in a full year of research rotations (three total) on diverse topics, with one semester of laboratory teaching experience. In the first year of study, students consider “big questions” in the life sciences, and learn current technical and analytical approaches to address them. In addition to scientific communication skills and ethical research conduct, students acquire a foundation in population, cellular and molecular life sciences; statistics; bioinformatics; and computational analysis. Following the first year, each student pursues a training specialization within the Complex Biosystems Program.

Advantages to the student include the breadth of choices available for research projects and an interdisciplinary educational approach, which add value by enhancing their perspective and breadth of knowledge in the life sciences. Advantages to participating faculty include the marketing appeal of a cutting edge “big data”-oriented program to students of exceptional quality who may not otherwise apply to UNL, and nucleating UNL’s community of “big data” researchers in the life sciences within the context of the program’s research and training activities.

Purpose: *to build and support a cohort of students trained in acquisition and analysis of large, systems-level datasets in life science research.* Students will become broadly conversant in a variety of research disciplines and specifically trained to apply quantitative or high throughput approaches to data analysis, which is increasingly demanded in contemporary research. The training curriculum and activities are designed to produce highly competent professionals with strong skills in communication, collaboration, and team building, which are needed for success in government, academic, private sector, or other scientific workforces.

Relationship to other programs: The integrated programmatic emphasis on systems-level data interpretation and experimental design in a variety of cellular, organismal, and population systems is entirely novel. The first year Biosystems Research I and II courses are newly developed and unique to the program. The program will also capitalize on integration of existing courses from multiple disciplines to meet unique student curricular needs, which is not a feature of many of the programs offered by UNL.

Proposal for PhD in Complex Biosystems

Administration: The Office of Graduate Studies will administer the program and provide administrative support. The specific degree requirements will be defined and approved by the student's individual supervisory committee. The program director and coordinating committee will oversee progress through the degree program and assess efficacy of outcomes (see Appendix A for administrative structure and operating guidelines of the program).

Proposed program: An overview of the Complex Biosystems program features is provided in Appendix B and summarized below.

- **Core course requirements**
 - Biosystems Research I (3 credit hours)
 - Biosystems Research II (3 credit hours)
 - Statistics 801 or equivalent (4 credit hours)
 - Professional Development (1 credit hour)
 - Biotechnology instrumentation short course (1 credit hour)
- **Mandatory specialization**

To earn the degree, each student will enter a program of studies approved by his/her supervisory committee within one of the Complex Biosystems specializations. Currently, these specializations are (1) Systems analysis; (2) Integrated plant biology; (3) Pathobiology and biomedical science; (4) Microbial interactions; and (5) Computational Organismal Biology, Ecology, and Evolution (COBEE). The specializations are designed to complete a minimum of 35 hours of formal graduate coursework (including the required courses above), consistent with requirements for a PhD degree set by the Office of Graduate Studies.
- **Teaching**

Each student will complete one semester of teaching within the first year, either in LIFE 120 Lab or LIFE 121 Lab as needed. Approximately half of the students will teach in the fall and the remainder will teach in the spring.
- **Research requirements**

Students complete two semesters of research rotation in the first year (three total rotations for 6 credit hours total). One rotation will span the full semester that the student is teaching. The other two rotations will be completed in two 8-week blocks during the semester the student is not teaching. Upon entering their respective specializations, students will complete an additional minimum of 55 hours of dissertation research.
- **Comprehensive examinations**

All students will complete a written and oral examination at least seven months before applying to graduate. The format of the written examination will consist of an original research proposal in a style and on a topic approved by the supervisory committee. The oral examination will consist of a defense of the proposal and concepts important to the student's demonstration of interdisciplinary scientific knowledge.
- **External proposal submission**

Each student in the program will be required to identify an external fellowship opportunity and work with the program director(s) and coordinating committee to develop and submit a proposal. In the case of National Science Foundation fellowships, the proposal will be submitted in the first year. For other agencies, the specific agency requirements will be followed and the proposal will be submitted with support from the student's research advisor as sponsor, and advice or critical review as needed from the supervisory committee.
- **Dissertation, final oral examination, and public seminar**

All students will complete a written dissertation describing their original graduate research. Students will present a public seminar summarizing their research, and will defend the research in a final oral examination before the supervisory committee.

II. Review Criteria

A. Centrality to Role and Mission.

The mission statement of the University of Nebraska – Lincoln states that “The University of Nebraska–Lincoln, chartered by the Legislature in 1869, is that part of the University of Nebraska system which serves as both the land-grant and the comprehensive public University for the State of Nebraska... The University of Nebraska–Lincoln has been recognized by the Legislature as the primary research and doctoral degree granting institution in the state for fields outside the health professions.”

The proposed program in Complex Biosystems is consistent with the University’s role and mission by providing PhD training in a rapidly expanding research area that challenges students to integrate skills in quantitative computational methods with in-depth knowledge of basic and applied physical and life science concepts. These students will advance the cutting edge of research in their fields by promoting collaboration and a culture of team science, developing new and innovative solutions to existing global challenges, and contributing to paradigm-shifting discoveries more rapidly achieved by team science.

B. Evidence of Need and Demand

1. Need for the program: over 100 faculty in 20 departments, schools, and centers, housed within 4 colleges at UNL have indicated an interest and a need for students trained in Complex Biosystems research (see Appendix C).

The National Science Foundation¹, the National Institutes of Health², and other agencies have compiled statistics on workforce development that indicate over 60% of graduates in science, technology, engineering, and math (STEM) fields enter non-academic positions following completion of their PhD degree. The outcomes demographic emphasizes a need to train students in a more holistic manner that prepares them for the diverse career options they will face, and training programs supported by these agencies emphasize the need to be attentive to advances in research approaches.

The most rapidly expanding demand within STEM graduate training not currently represented at UNL is in the area of quantitative biosystems-level research. This is broadly defined as use of statistical analysis and computational models, coupled with high throughput experimental design that permits simultaneous collection of highly complex data, to quantify and/or quantitatively interpret responses within whole systems³. Publication rates in this field have increased more than four-fold per year over the past ten years⁴. A survey of the Nebraska Bureau of Labor statistics on job classifications that require doctoral or professional degrees shows recent growth ranging from 6.7% to 16.4% in the computational life sciences research and postsecondary education professions, with continued 10-year projected growth⁵.

Although there is currently an interdisciplinary specialization offered in Bioinformatics at UNL, this specialization is not well utilized by students and faculty, partly because the student still completes a program of study mandated by the discipline-based home graduate program of their mentor. In addition, Bioinformatics as a national and global training emphasis has undergone a significant redefinition within the past five years, as evidenced by notable change in terminology to “Systems Biology”⁶, and by radical increase in the number of researchers at UNL and the scientific community, who now self-identify as systems biologists. Thus, the proposed program is a needed advance to maintain global competitiveness of our university and our students in this contemporary workforce. The expansion of coursework and emphasis on interdisciplinary team-oriented research projects, with training in proposal writing, teaching, and quantitative research methods, will better prepare students trained by UNL in this fundamentally different approach to research to be competitive in meeting changing global needs.

2. Demand for the program: within only six weeks of the program’s tentative pilot as an interdisciplinary specialization in Complex Biosystems, we had 22 applications. Of these,

Proposal for PhD in Complex Biosystems

12 were highly qualified students brought to campus for interviews, and ten were deemed worthy of admission. A survey of these students revealed that they applied to UNL specifically because of this program. Based on this success, we expect to have at least 12 qualified students per year enroll in the program in future years.

The flexibility of the program and its broad interdisciplinary emphasis with a focus on use of high throughput approaches and large dataset analysis is expected to be uniquely attractive to students who do not currently enroll at UNL. Each of the participating departments and schools has a strong discipline-based graduate program from which they draw their current students. A conservative estimate based on the number of faculty mentors participating in the program who indicate a need for students that specialize in large dataset analysis suggests the Complex Biosystems program will have an ongoing enrollment of 12 students per year. Since research emphasis in this field is likely to expand rapidly as the program grows, the number of participating students is expected to increase as additional funds become available.

¹ National Science Foundation, National Center for Science and Engineering Statistics *Unemployment among Doctoral Scientists and Engineers Remained Below the National Average in 2013* Arlington, VA (NSF 14-317) [September 2014]

² Investing in the Future: National Institute of General Medical Sciences Strategic Plan for Biomedical and Behavioral Research. (2011). <http://publications.nigms.nih.gov/trainingstrategicplan/>

³ Vladimir A. Likić, Malcolm J. McConville, Trevor Lithgow, and Antony Bacic, "Systems Biology: The Next Frontier for Bioinformatics," *Advances in Bioinformatics*, vol. 2010, Article ID 268925, 10 pages, 2010.

⁴ Hübner, K., Sahle, S. and Kummer, U. (2011), Applications and trends in systems biology in biochemistry. *FEBS Journal*, 278: 2767–2857.

⁵ http://www.bls.gov/emp/ep_table_102.htm

⁶ Ouzounis CA (2012) Rise and Demise of Bioinformatics? Promise and Progress. *PLoS Comput Biol* 8(4): e1002487.

C. Adequacy of Resources.

1. Faculty and Staff Resources. No new faculty positions will be required to carry out this degree program, which is designed to support existing faculty within disciplines as well as newly hired faculty whose expertise bridges the more traditional research areas. Some redirection of efforts in the Office of Graduate Studies have been done to implement the degree program, by assigning Hollie Swanson to the position of administrative assistant to the program (0.5 FTE).
2. Physical Facilities. Students enrolled in this program will take courses at UNL and serve as teaching assistants within laboratories at UNL. They will participate in original research at UNL or other sites as required by the nature of their original research and with support by funds through the primary research mentor's program. Computational, library, office, and conference space are available at UNL. No new physical facilities are required for the proposed program.
3. Instructional Equipment and Informational Resources. No additional equipment or resources are needed for the program.
4. Budget Projections. Funding for five years of the program has been secured through shared commitments by the Office of the Chancellor, the Vice Chancellor for Research, and the Vice Chancellor of the Institute of Agriculture and Natural Resources. Details of the operating budget and projected revenue are provided in Tables 1 and 2, respectively. We expect that at steady state, approximately 12 more students per year will be recruited to UNL, bringing revenue in the form of tuition dollars. Also, with the expectation for external proposal submission by all students and a projected funding rate of 1 in 10 for students applying for external fellowships, we expect to increase graduate student support within our program by 10%. Moreover, the emphasis on interdisciplinary training is expected to increase collaborative grant submission by participating faculty, leading to increased potential for research assistantships to bolster the student admission numbers.

Proposal for PhD in Complex Biosystems

D. Avoidance of Unnecessary Duplication.

The proposed program in Complex Biosystems is the only graduate program offered in the state of Nebraska or among the members of the Midwest Higher Education Compact that is focused on systems-oriented studies within a broad range of biological, biomolecular, and physical systems. The only other program of that name currently offered in the United States is at the University of Michigan. The proposed program is distinct and unique in (1) featuring a flexible curriculum that students and their research mentors tailor to their individual research needs; (2) providing an opportunity to broadly survey the scope of systems ranging from animal, plant, and microbe to cellular, molecular and chemical before choosing a research focus; and (3) infusing a strong emphasis on quantitative statistical and computational approaches to data analysis required for interpretation of large-scale experimental datasets.

E. Consistency with the *Comprehensive Statewide Plan for Postsecondary Education*.

The proposed program in Complex Biosystems will support the following goals for meeting the needs of both students and the state, in an economically efficient and broadly accessible manner, as articulated in the Comprehensive Statewide Plan.

1. Meeting the needs of students:

- a. Nebraska's postsecondary institutions will be student-centered and will offer lifelong learning opportunities that are responsive to students' needs.
- b. Postsecondary education institutions will provide appropriate support services to help all students reach their educational goals, regardless of where or how the instruction is delivered.
- c. Nebraska colleges and universities will provide their graduates with the skills and knowledge needed to succeed as capable employees and responsible citizens.

2. Meeting the needs of the state:

- a. Higher education in Nebraska will be responsive to the workforce development and ongoing training needs of employers and industries to sustain a knowledgeable, trained and skilled workforce in both rural and urban areas of the state.
- b. Institutions will contribute to the health and prosperity of the people and to the vitality of the state through research and development efforts, technology transfer and technical assistance, and by attracting external funds to support these activities.
- c. Higher education will serve the state by preparing individuals for productive, fulfilling lives and by developing and nurturing the citizens and future leaders of Nebraska.
- d. Postsecondary education institutions will assess evolving needs and priorities in a timely manner and will be prepared to change and adopt new methods and technologies to address the evolving needs and priorities of the students and people of Nebraska.

Proposal for PhD in Complex Biosystems

Appendix A: Administrative structure and operating guidelines for the proposed program

Administrative structure

Director

The Complex Biosystems Program Director(s) will oversee and administer all aspects of the program, including budget, progress, training, recruitment, outcomes, curriculum, with input from the Administrative Advisory Committee, Coordinating Committee, and the Admissions and Recruitment committee. The Director(s) will be elected by faculty participating in the program, with recommendations from the previous Director(s) and members of the committees. The founding committee members agreed that co-direction of the program is most effective if shared by two individuals with respective expertise in computational work and laboratory/field research.

Committees

Committees within the Complex Biosystems Program will facilitate communication among deans, directors, heads, and chairs, and provide an organizational structure for the management of program activities.

Administrative Advisory Committee: This committee includes deans, directors and department heads or chairs with faculty members in any of the Complex Biosystems Program specializations. They communicate with the Complex Biosystems Program Director(s), Coordinating Committee, Office of Graduate Studies, and the Senior Vice Chancellor for Academic Affairs, and coordinate shared research and teaching efforts. The role of this committee is to support the participating faculty and provide perspective on the integration of the program. Particularly in the event that a faculty mentor loses funding, the respective unit administrators may be called upon to assist in supporting a student within the program, through teaching assistantship or other means. Their vested participation is important.

Coordinating Committee: This committee works directly with the Complex Biosystems Program Director(s), and is initially responsible for developing the first year curriculum for students, including new courses on Professionalism in the Life Sciences, and Biosystems Research I and II (see below). The committee will also work with faculty to determine and set appropriate admission requirements for the program given its interdisciplinary nature. In addition, this committee will monitor annual progress of students in the program and overall efficacy of the program in meeting needs of students and faculty. This committee will review proposals for new specializations, assess faculty participation in the program, monitor student quality, progress, publications, success and timely completion of comprehensive examinations, PhD completion rates, average time to graduation, and overall student retention. The committee will consist of one faculty member from each specialization elected by the faculty within the specialization. The committee will internally elect a chair. The representatives will serve three-year staggered terms, and the chair will serve a term of 2-5 years.

Admissions and Recruitment Committee: The committee will organize and coordinate recruitment visits for qualified applicants, monitor efficacy of admission requirements for the program, review applications, and select students for admission, with input from the participating faculty. The committee consists of one member from each of the specializations. It is envisioned that each member will serve approximately a three-year term in a staggered manner to promote continuity long term. The responsibility of this committee is to ensure timely consideration of applicants by convening at regular intervals during the critical periods of applicant processing. This committee will also initially provide program orientation for the students in August prior to the start of classes, and assist them in their research rotation and coursework selections.

Participating Faculty: To be eligible for participation in the Complex Biosystems Program, faculty must be members of the UNL graduate faculty, and are expected to maintain a productive research program that is clearly related to the training mission of the Complex

Proposal for PhD in Complex Biosystems

Biosystems Program, as documented by grant support, peer-reviewed research publications, and evidence of successful graduate student training or potential as a graduate mentor. Early career investigators will be evaluated for their potential on the basis of their training history and research productivity to date. Faculty membership in the program will initially be evaluated annually by the Coordinating Committee in consultation with each specialization's advisory committee. Faculty members of the specialization will elect the advisory committee, whose sole responsibility will be to advise on faculty membership.

Operating guidelines

Admissions

Applications to the Complex Biosystems Program will be transmitted from the Graduate College to the Admissions and Recruitment Committee as they are received. Applicants will be evaluated on the basis of the letter of application, prior academic performance, Graduate Record Examination, Test of English as a Foreign Language, research experience, and letters of recommendation. Worthy applicants must meet or exceed the academic requirements set by the Admissions and Recruitment Committee, and be supported by two-thirds of its membership. Of particular note is the requirement for STAT 801. There is no specific statistics requirement for admission to the program, but quantitative training will be considered during the admission process. Students lacking preparation will be asked to take appropriate preparatory coursework for any graduate classes to which they enroll, including STAT 801. In the event they have achieved a higher level of statistics mastery than that expected in STAT 801, students will be allowed to bypass the requirement.

Application review will be completed in December and the highest rated candidates will be invited to interview on campus in January/February. Notification of applicants to be interviewed will be made to the program faculty, and on-campus interviews will be coordinated with departmental graduate recruitment programs. The number of candidates invited to interview will be based on funding available to participating faculty; interested faculty must notify the Complex Biosystems Director that they are able to support a new graduate student by the end of the fall semester. If the number of meritorious candidates exceeds funding available to the Program, the Admissions and Recruitment Committee will work with departmental graduate committees to find other options to recruit the student to UNL. Departmental graduate committees may also refer worthy candidates to the Admissions and Recruitment Committee for consideration.

Student support

Students will be supported by the program for rotations during semesters 1 and 2, which constitutes 9 months of their 12-month stipend (currently set at \$26,000). The students will then choose research advisors, who will support the students beginning with summer salary in the first year, and extending through the remainder of their program. Faculty advisors will be asked to demonstrate support for the student for two years, which may derive from a combination of research and teaching assistantships, in consultation with the faculty members' unit administrators. Faculty are encouraged to co-advise students and share costs, both to increase collaboration and to allow more faculty to participate in training. The intent of the program is to provide a research intensive experience for each student to the maximum extent possible.

The program is committed to supporting the success of each student admitted. Funding within the program budget is limited and cannot be explicitly put aside for the purpose of bridging support, but given sufficient notice of impending loss of support for a student, the program will have the flexibility to assist with support on a case by case basis. The faculty mentors' home departments will be the first line of negotiation for alternative support of the student. The program director(s) will involve the respective department chairs or directors when a student chooses mentor(s) in their units, so they will be aware of the potential need to contribute support in the event of a decrease in the mentor's funding. Criteria for consideration will be: 1) satisfactory progress of the student toward degree objectives as measured by GPA of

Proposal for PhD in Complex Biosystems

3.0 or above, manuscripts in progress or preparation, presentations, participation in program activities, satisfactory completion of teaching, passing comprehensive exams; 2) participation of the faculty mentor(s) in program activities and overall demonstration of strong mentoring; 3) an absence of other funding options; 4) faculty scholarship and grant submission.

Specializations

Criteria for establishing and removing specializations will be discussed in an ongoing manner during annual formative evaluations of the program. At present, we anticipate that such criteria will include: 1) stable average number of applicants ultimately choosing the specialization each year; 2) stable number of faculty identifying with the specialization each year; 3) meeting the changing needs of new and existing faculty for training emphasis areas or additional systems-level studies.

Biosystems Research I and II: course content and staffing

Two courses are proposed for the core of the program's curriculum. Currently, the course directors are Melanie Simpson and Jennifer Clarke, and both courses will be team taught on a voluntary basis by participating faculty members within the program. Content will be rotated annually among instructors and specializations to maintain its cutting edge and expose students most broadly to multiple research perspectives.

Coordinating first-year student external proposal submission

Each student will work with the graduate studies office (currently Dr. Elizabeth Edwards), the instructor of the Professional Skills course (Dr. James Schnable, Agronomy and Horticulture), and the co-Directors (Drs. Simpson and Clarke), to define their original research proposal concept. With their combined assistance, the students are encouraged to seek input from their prospective rotation mentors and/or appropriate faculty with expertise pertaining to the projects. This worked very well in the first year of the program and all students submitted proposals to the NSF for the deadline of October 27, 2015.

Program evaluation

The program director and coordinating committee will meet annually with the administrative advisory committee to summarize progress of the students and discuss aspects of the program. The program will be evaluated for its success in recruiting, enrolling, and retaining excellent students, stimulating faculty research collaboration, coordinating and communicating information about the program, getting students through program milestones in a timely manner, providing teaching assistance in the LIFE laboratory courses, and any other issues that may arise.

Current committee membership

Co-Director, Melanie Simpson (BIOC)

Co-Director, Jennifer Clarke (STAT, FDST)

Office of Graduate Studies Administrative Assistant

Hollie Swanson (0.5 FTE)

Coordinating committee

Melanie Simpson (BIOC), representing Pathobiology/Biomedical Sciences

Jennifer Clarke (STAT, FDST), representing Systems Analysis

Tom Clemente (Ag/Hort), representing Integrated Plant Biology

Paul Blum (SBS), representing Microbial Interactions

Andy Benson (FDST), representing Microbial Interactions

Kristi Montooth (SBS), representing Computational Organismal Biology, Ecology and Evolution

Admissions and Recruitment (in addition to the Coordinating Committee members)*

Amanda Ramer-Tait (FDST), representing Microbial Interactions

Proposal for PhD in Complex Biosystems

Dan Schachtman (Ag/Hort), representing Microbial Interactions
Rodrigo Franco (VBMS), representing Pathobiology/Biomedical Sciences
Don Becker (BIOC), representing Pathobiology/Biomedical Sciences
Tala Awada (SNR), representing Integrated Plant Biology
James Schnable (Ag/Hort), representing Integrated Plant Biology
Stephen Scott (CSE), representing Systems Analysis
Tomas Helikar (BIOC), representing Systems Analysis
Steven Thomas (SNR), representing Computational Organismal Biology, Ecology and Evolution

Administrative Advisory Committee

Brian Larkins (VC Life Sciences), Mark Riley (BSE), Paul Black (BIOC), John Osterman (SBS), Don Reynolds (VBMS), Henk Viljoen (CBmE), David Berkowitz (CHEM), Larry Berger (ASCI), Gary Brewer (ENTO), Steve Waller (CASNR), Joe Francisco (A&S), Marjorie Kostelnik (CEHS), Rolando Flores (FDST), Tim Carr (NUTR), Judy Walker (MATH), John Carroll (SNR), Jerry Hudgins (EE), Roch Gaussoin (Ag/Hort), Larry Van Tassel (Ag Econ), Bert Clarke (STAT)

* Note that this was the composition of the committee in this inaugural year. The committee will subsequently be reduced to five elected members for the next cycle of admissions, in accord with the description of its composition in the previous section.

The current committees have agreed to serve until the program is fully approved. The inaugural members will have the option to serve again if approved by the membership within the specializations. However, notification of the opportunity to replace a committee representative will be broadly announced in fall 2016 (pending full approval), nominations for additional members will be sought, and an electronic election held to determine the representative for the next term. Three of the founding members will be retained, and three members will be replaced. This procedure will be repeated in the following year to replace up to three members once more, before establishing the regular term rotations specified in the operating procedures.

Proposal for PhD in Complex Biosystems

Appendix B: An outline of *first year* program activities.

Semester 1		Semester 2	
Rotation 1		Rotation 2	Rotation 3
LIFE 120 teaching assistant*			
Rotation 1	Rotation 2	Rotation 3	
		LIFE 121 teaching assistant*	
Complex Biosystems Graduate Seminar (1 cr, all 4 years) Program faculty research presentations with student evaluation of research publications and a seminar evaluation; as the program is fully implemented in later years, student research presentations and journal club discussions will be integrated into the seminar rotation.			
Professional Development (1 cr) Data analysis and presentation Literature critique Scientific communication: seminars, posters, journal publications and grant proposals Ethics in research and publication Elective course (3-4 cr)		Statistics 801 (4 cr): Statistical methods in research (or appropriate alternative course if student can document equivalent knowledge of statistics) Center for Biotechnology Instrumentation Core Course (1cr)	
<i>Alternatively</i>			
Professional Development (1 cr) Statistics 801 (4 cr): Statistical methods in research		Elective course (3 cr) Center for Biotechnology Instrumentation Core Course (1cr)	
Biosystems Research I: Big Questions (3 credits) Five** modules featuring a coordinated, systems-level examination of a key research question in each specialization using primary literature: 1. Pathobiology and Biomedical Science 2. Microbial interactions 3. Systems analysis 4. Integrated Plant Biology 5. Comp.Organismal Biol, Ecology, Evolution		Biosystems Research II: Integrating quantitative discovery into basic and applied research (3 credits) Five ** modules featuring in-depth examinations of key challenges in computational and quantitative biology: 1. Genomics 2. Systems and Networks 3. Sequence analysis 4. Phylogenetic inference 5. Quantitative ecology	

* Some of the cohort of first-year students would serve as teaching assistants for LIFE 120 lab and the remainder would be teaching assistants in LIFE 121 lab. For students teaching in LIFE120, fall semester, the first research rotation would be conducted for the full 16 weeks of fall semester, with rotations 2 and 3 in spring semester (each for 8 weeks). For students teaching in LIFE121, spring semester, research rotations 1 and 2 will be conducted in fall semester (each 8 weeks), and rotation 3 will be concurrent with their spring teaching for the full 16 weeks.

**Number of modules may change to accommodate specializations.

Teaching credit is apportioned to the departmental homes of faculty who instruct. Each module in Biosystems Research I would be instructed by two faculty who participate in that specialization, with a lead instructor of record (e.g.; a member of the Complex Biosystems Program Committee) coordinating the course.

***Biosystems Research II is currently envisioned with multiple possible topics. Those listed are not exhaustive and will be presented in the context of current literature.

Proposal for PhD in Complex Biosystems

Appendix C: Participating units, colleges, and faculty mentors by specialization

Pathobiology	Microbial interactions	Systems analysis	IPB	COBEE
Melanie Simpson (BIOC)	Paul Blum (SBS)	Jennifer Clarke (Stat, FDST)	Tom Clemente (Ag & Hort, PSI)	Kristi Montooth (SBS)
Rodrigo Franco (VBMS)	Andy Benson (FDST)	Hasan Otu (EE)	Ed Cahoon (BIOC, PSI)	Steven Thomas (SNR)
Greg Somerville (VBMS)	Amanda Ramer-Tait (FDST)	Khalid Sayood (EE)	Karrie Weber (SBS)	Karrie Weber (SBS)
Jay Reddy (VBMS)	Bob Hutkins (FDST)	Tomas Helikar (BIOC)	Karin van Dijk (BIOC)	Amy Burgin (SNR)
Fernando Osorio (VBMS)	Janos Zempleni (NUTR)	Juan Cui (CSE)	Rebecca Roston (BIOC)	Terrence Loecke (SNR)
Mark Wilson (BIOC)	Samodha Fernando (AnSci)	Max Pierobon (CSE)	Sabrina Russo (SBS)	Mark Pegg (SNR)
Jaekwon Lee (BIOC)	Jennifer Clarke (Stat, FDST)	Chi Zhang (SBS, PSI)	Suat Irmak (BSE)	Drew Tyre (SNR)
Concetta DiRusso (BIOC)	Stephen Kachman (Stat)	Etsuko Moriyama (SBS, PSI)	Diana Pilson (SBS)	TJ Fontaine (SNR, F&W Coop)
Paul Black (BIOC)	Etsuko Moriyama (SBS, PSI)	James Schnable (Ag & Hort, PSI)	Tala Awada (SNR)	Craig Allen (SNR, F&W Coop)
Joe Barycki (BIOC)	Khalid Sayood (EE)	Istvan Ladunga (Stat)	Guillermo Baigorria (SNR, Ag & Hort)	Kevin Pope (SNR, F&W Coop)
Nicole Buan (BIOC)	Hasan Otu (EE)	Keenan Amundsen (Ag & Hort)	Harkamal Walia (Ag & Hort, PSI)	Larkin Powell (SNR)
Oleh Khalimonchuk (BIOC)	Matt Spangler (AS)	JJ Reithoven (SBS)	Tim Arkebauer (Ag & Hort)	Dave Wedin (SNR)
Ed Harris (BIOC)	Jessica Petersen (AS)	David Dunigan (Plant Path, NCV)	George Graef (Ag & Hort)	Tala Awada (SNR)
Don Becker (BIOC)	Dan Ciobanu (AS)	Yumou Qiu (Stat)	Ismail Dweikat (Ag & Hort)	Chad Brassil (SBS)
Jiri Adamec (BIOC)	Daniel Schachtman (Ag & Hort, PSI)	Bo Deng (Math)	Bin Yu (SBS)	John DeLong (SBS)
Pat Dussault (Chem)	Jim Alfano (SBS/PSI)*	Adam Larios (Math)	Heriberto Cerutti (SBS)	Sabrina Russo (SBS)
Dave Berkowitz (Chem)	Sydney Everhart (PP)	Daniel Schachtman (Ag & Hort, PSI)	Jim Alfano (SBS/PSI)*	Brigitte Tenhumberg (SBS)
Cliff Stains (Chem)	Bo Deng (Math)	Paul Blum (SBS, PSI)	Steve Baenziger (Ag & Hort)	Robert Gibson (SBS)
Jim Takacs (Chem)	Qingsheng Li (NCV, SBS)	Trenton Franz (SNR)	Zoya Avramova (SBS)	Colin Meiklejohn (SBS)
Jiantao Guo (Chem)	Karrie Weber (SBS)	David Wedin (SNR)	James Schnable (Ag & Hort, PSI)	Glenn Ledder (Mathematics)
Eric Dodds (Chem)	Ken Nickerson (SBS)	Craig Allen (SNR)	Yufeng Ge (BSE)	Eileen Hebets (SBS)
Robert Powers (Chem)	Audrey Atkin (SBS)	Yufeng Ge (BSE)	Tiffany Heng-Moss (Ento)	Diana Pilson (SBS)
David Hage (Chem)	Joshua Herr (SBS, Plant Path)	Hongfeng Yu (CSE)	Daniel Schachtman (Ag & Hort, PSI)	Daizaburo Shizuka (SBS)

Proposal for PhD in Complex Biosystems

Audrey Atkin (SBS)		Francisco Arriola (BSE)	Paul Blum (SBS, PSI)	Johannes Knops (SBS)
Ken Nickerson (SBS)		Stephen Kachman (Stat)	Alan Christensen (SBS)	Sheri Fritz (EAS)
Jim Alfano (SBS, PSI)		Samodha Fernando (AnSci)	Rich Wilson (Plant Path)	
Larry Harshman (SBS)		Matt Spangler (AnSci)	Amit Mitra (Plant Path)	
Steve Harris (SBS, PSI)		Jessica Peterson (AnSci)	Wayne Riekhof (SBS)	
Bob Hutkins (FDST)		Sydney Everhart (Plant Path)	Keenan Amundsen (Ag & Hort)	
Amanda Ramer-Tait (FDST)		Guillermo Baigorria (SNR, Ag & Hort)	Jeff Mower (Ag & Hort)	
Andrea Cupp (AnSci)		Dennis Molfese (Psych, CB3)	Brian Waters (Ag & Hort)	
Jennifer Wood (AnSci)		Jeffrey Mower (Ag & Hort)	Rhae Drijber (Ag & Hort)	
Samodha Fernando (AnSci)		Joshua Herr (SBS, Plant Path)	Joe Louis (Ento)	
Angie Pannier (BSE)			Mark Lagrimini (Ag & Hort)	
Sri Kidambi (CBE)			David Holding (Ag & Hort)	
Bill Velandar (CBE)			Brian Wardlow (SBS)	
Shadi Othman (BSE)			Lilyan Fulginiti (AgEcon)	
Deb Brown (SBS/NCV)			Sally MacKenzie (Ag & Hort)	
Qingsheng Li (SBS, NCV)			Lirong Zeng (SBS, PSI)	
Luwen Zhang (SBS, NCV)				
Charles Wood (SBS, NCV)				
Shi-Hua Xiang (VBMS, NCV)				
Wayne Riekhof (SBS)				

Proposal for PhD in Complex Biosystems

Participating Departments/Units

Pathobiology	Microbial	Systems analysis	IPB	COBEE
SBS	SBS	SBS	SBS	SBS
CBE				
Chemistry				
	FDST	FDST		
PSI		PSI	PSI	PSI
		EE		
Animal Science		Animal Science		Animal Science
VBMS	VBMS	VBMS		
Biochemistry		Biochemistry	Biochemistry	Biochemistry
	CSE	CSE		
	Statistics	Statistics		
		Ag and Hort	Ag and Hort	Ag and Hort
		SNR	SNR	SNR
		Plant Path	Plant Path	Plant Path
			Ag Econ	
NCV		NCV		
BSE		BSE	BSE	BSE
			Entomology	Entomology
		Mathematics		Mathematics
		CB3		
	Nutrition			

BSE = Biological Systems Engineering
 CB3 = Center for Brain, Biology and Behavior
 CBE = Chemical and Biomolecular Engineering
 CSE = Computer Science and Engineering
 EE = Electrical Engineering
 FDST = Food Science and Technology
 NCV = Nebraska Center for Virology
 PSI = Center for Plant Science Innovation
 SBS = School of Biological Sciences
 SNR = School of Natural Resources
 VBMS = Veterinary and Biomedical Sciences

December 22, 2015

Dr. Brian Larkins
Associate Vice Chancellor for Life Sciences
University of Nebraska
2200 Vine Street
Lincoln, NE 68583

Dear Dr. Larkins,

On behalf of the Bio Nebraska Life Sciences Association, I'm pleased to submit this letter of support for the University of Nebraska's Complex Biosystems Graduate Program.

Nebraska's life science companies, especially those in the agriculture, ethanol, medical device, food safety and pharmaceutical sectors, are struggling to fill unmet workforce needs and are searching for potential employees that have technical and analytical expertise. In addition, there is a strong demand for employees that have math and computational skills and the ability to work in a collaborative environment.

Bio Nebraska sees the interdisciplinary Complex Biosystems PhD program as a way to address the workforce needs of the life science companies in Nebraska by providing educated and trained professionals ready to contribute and help grow the life sciences industry in Nebraska.

We strongly encourage your consideration of this graduate program because it will provide students with a unique multi-discipline approach to understanding the life sciences while providing both the public and private sectors in Nebraska with a much needed influx of educated and experienced professionals. If we can be a resource as you review the Complex Biosystems initiative, please let me know.

Sincerely,



Philip Kozera
Executive Director



November 2015

Jennifer L. Clarke, PhD
Director, Quantitative Life Sciences Initiative (QLSI)
Associate Professor Department of Food Science and Technology Department of Statistics University of
Nebraska-Lincoln

Subject: PhD Program in Complex Biosystems

Dear Jennifer,

I was excited to learn about the proposal you are putting together to develop a new PhD program in Complex Biosystems. It's clear that we need to train students to work across disciplines to enable the use of data sciences to improve plants. It also is well appreciated that individuals who communicate well with diverse audiences are in high demand for science administration and other roles. Your program promises to train students with both aspects in mind and is of great interest to us at Pioneer.

We are committed to sending seminar speakers to talk about DuPont Pioneer and industry careers generally for your seminar series. In addition, trainees from your program would be considered for internships and, upon graduation, full-time employment within DuPont Pioneer. In addition, we will be honored to serve on the External Advisory Committee of your program, and to provide ad-hoc advise if requested.

Your program promises to produce graduates that would be eminently employable in the field of agricultural research. We are excited about the opportunity to work with you to ready trainees for jobs in industry and look forward to working with you and your trainees.

Sincerely,

A handwritten signature in blue ink that reads "Tabare Abadie".

Tabare Abadie, PhD
Lead of Research Effectiveness, DuPont-Pioneer
7300 NW 62nd Ave, Po Box 1004
Johnston IA 50131-1004
Tel 515 535 6818 (Tabare.Abadie@Pioneer.com)

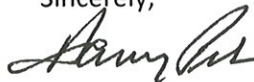
March 14, 2016

To Whom It May Concern:

We are strongly committed to the development of interdisciplinary graduate training at the University of Nebraska-Lincoln (UNL) and view the Complex Biosystems program as an effective paradigm for accomplishing this by capitalizing on UNL's burgeoning expertise at the forefront of Big Data approaches to research in the life sciences. The widespread initial positive response to this program among life sciences faculty, as well as current and potential graduate students, has already built a strong platform for the future success of this program.

Collectively we committed \$300,000 for the 2015-2016 academic year to support Complex Biosystems. It is our intention to maintain this level of support through 2020-2021 (5 years), at which time we will reassess the effectiveness of the program and its value to graduate student recruitment and training at UNL.

Sincerely,



Harvey Perlman
Chancellor



Bonnie Green
Senior Vice Chancellor for
Academic Affairs
Vice President, Agriculture and
Natural Resources
Harlan Vice Chancellor, Institute of
Agriculture and Natural Resources



Prem Paul
Vice Chancellor for
Research and Economic
Development

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
PhD in Complex Biosystems at UNL**

	(FY16-17) Year 1		(FY17-18) Year 2		(FY18-19) Year 3		(FY19-20) Year 4		(FY20-21) Year 5		Cost
	FTE	Cost	FTE	Cost	FTE	Cost					
Personnel											
Faculty ¹											
Professional											
Graduate assistants (GA) ²		\$256,237		\$257,081		\$257,992		\$258,971		\$260,037	\$1,290,318
Support staff ³	0.5	\$20,000	0.5	\$20,600	0.5	\$21,218	0.5	\$21,855	0.5	\$22,510	\$106,183
Subtotal	0.5	\$276,237	0.5	\$277,681	0.5	\$279,210	0.5	\$280,826	0.5	\$282,547	\$1,396,500
Operating											
General Operating											
Equipment											
New or renovated space											
Library/Information Resources											
Other ⁴		\$20,000		\$20,000		\$20,000		\$20,000		\$20,000	\$100,000
Subtotal		\$20,000		\$20,000		\$20,000		\$20,000		\$20,000	\$100,000
Total Expenses		\$296,236.75		\$297,681.00		\$299,210.00		\$300,825.54		\$302,547.18	\$1,496,500

¹ The multi-disciplinary program requires no additional faculty or technical staff.

² Calculated as 9 graduate assistants with a \$19,500 9-month stipend. Tuition remission is applied at a rate of 40%; health insurance is estimated as a fixed value per year, adjusted for nine-months (yearly: 16/17:\$1561, 17/18: \$1686, 18/19: \$1821, 19/20: \$1966, 20/21: \$2124). Total cost per student is estimated at ~\$28,471 (FY16-17). When students receive grant-funded GAs (anticipated beginning with year 1 summer salary), tuition remission (~40% of base salary) and UNL's contribution to student health insurance is charged to the grant. Raises in GA salaries are not shown, and would only be available as funding allows.

³ Support staff proposed at 0.5 FTE for program administration including recruiting; housed in the Office of Graduate Studies. Salaries are incremented by 3% yearly.

⁴ Recruiting and annual faculty/student retreat.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
PhD in Complex Biosystems at UNL**

	(FY16-17) Year 1	(FY17-18) Year 2	(FY18-19) Year 3	(FY19-20) Year 4	(FY20-21) Year 5	Total
Existing Funds ¹	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Gross Tuition and Course Fees ²	\$0	\$186,896	\$385,006	\$594,834	\$816,905	\$1,983,641
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$300,000	\$486,896	\$685,006	\$894,834	\$1,116,905	\$3,483,641

¹Annual budget is shared by the Offices of Research and Economic Development, the Senior Vice Chancellor of Academic Affairs, and the Institute of Agriculture and Natural Resources as follows: Office of Research: \$50,000; SVCAA: \$100,000; IANR: \$150,000.

²Gross Tuition and Course Fees (see below). First year tuition revenue (students in rotation) receive tuition remission; therefore, tuition income for these students is not recorded.

	# of Students	Number of Credit Hours	Tuition Rate Per Credit Hour (3% inc. assumed)	Gross Tuition Revenue
FY 16-17	0	18	\$840	\$0
FY 17-18	12	18	\$865	\$186,896
FY 18-19	24	18	\$891	\$385,006
FY 19-20	36	18	\$918	\$594,834
FY 20-21	48	18	\$945	\$816,905

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Creation of the Doctor of Philosophy (PhD) in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to create the PhD in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at UNO

PREVIOUS ACTION: July 18, 2014 – The Board approved a Bachelor of Science degree in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at UNO.

September 14, 2012 – A Memorandum of Understanding between the University of Nebraska-Lincoln (UNL) and UNO providing an administrative restructuring that formalized the role of the Human Sciences PhD specializations in Child, Youth and Family Studies and Gerontology in the cooperative PhD program was reported to the Board of Regents.

EXPLANATION: The proposed program is a 90 credit hour doctoral degree focused on the study of the physical, psychological and social aspects of aging. Students enrolling in a doctoral degree program in gerontology will be prepared to conduct research and teach in academic settings, work in the private and non-profit sectors, and engage in entrepreneurial ventures.

Since 1978, the UNO Department of Gerontology has worked collaboratively with the UNL College of Education and Human Sciences in issuing a Ph.D. in Human Sciences with a specialization in gerontology. Because expertise in gerontology has resided with faculty at UNO, UNO faculty members have supervised doctoral students and have comprised the majority of their committees.

With the expansion of the Department of Gerontology, in terms of students, faculty, course offerings and degrees, UNO and UNL propose that establishing the Ph.D. in Gerontology at UNO is in the best interest of students and the University of Nebraska system. Students will no longer have to divide their time and attention between two campuses, but will instead be able to work with one campus in completing their program.

Current students will have the option of continuing with the UNL specialization or seeking the PhD in Gerontology. No new students will be admitted in the Gerontology specialization at UNL.

This proposal has been approved by the Executive Graduate Council and the Council of Academic Officers. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

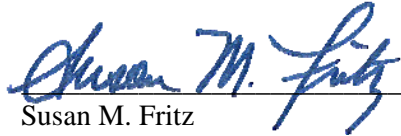
PROGRAM COST: \$0

SOURCE OF FUNDS: Not applicable. No new faculty, staff, or additional expenses will be required.

SPONSORS: B.J. Reed
Senior Vice Chancellor for Academic and Student Affairs

John Christensen, Chancellor
University of Nebraska at Omaha

RECOMMENDED:



Susan M. Fritz
Executive Vice President and Provost

DATE: June 30, 2016

Degree Proposal
Doctor of Philosophy in Gerontology
Department of Gerontology
College of Public Affairs and Community Service

1. Descriptive Information

- Name of the institution: The University of Nebraska at Omaha
- Name of the proposed program: Doctor of Philosophy in Gerontology
- Degree to be awarded to graduates of the program: Ph.D.
- Other programs offered in this field by this institution: B.S. in Gerontology, M.A. in Social Gerontology, and a Graduate Certificate in Gerontology.
- CIP Code: 30:1101
- Administrative Unit for the program: Department of Gerontology, College of Public Affairs and Community Service, Graduate College
- Delivery site and mode of delivery: On-campus. Courses are also available to students to take online.
- Date approved by governing board:
- Proposed date of initiation: Upon approval.

2. Description and Purpose of the Proposed Program

The proposed program is a 90 credit hour doctoral degree focused on the study of the physical, psychological and social aspects of aging. Students enrolling in a doctoral degree program in gerontology will be prepared to conduct research and teach in academic settings, work in the private and non-profit sectors, and engage in entrepreneurial ventures.

Since 1978, the University of Nebraska at Omaha (UNO) Department of Gerontology has worked collaboratively with the Department of Child, Youth and Family Studies in the College of Education and Human Sciences (formerly known as the Teachers College) at the University of Nebraska at Lincoln (UNL) in issuing a Ph.D. in Human Sciences with a specialization in gerontology. Because expertise in gerontology has resided with faculty in Omaha, UNO faculty members have supervised doctoral students and have comprised the majority of their committees. Beyond accepting applications for the program, the majority of the labor has resided with UNO.

With the expansion of the Department of Gerontology, in terms of students, faculty, course offerings and degrees - as well as the growth of doctoral programs in general at UNO, and particularly within the College of Public Affairs and Community Service (CPACS) - UNO and UNL faculty believe that establishing the Ph.D. in Gerontology at UNO is in the best interest of students and the University of Nebraska system. Students will no longer have to divide their time and attention between two campuses but will instead be able to work with one campus in completing their program. This is a great benefit to current and future students.

The UNO Department of Gerontology has enjoyed a good working relationship with the College of Education and Human Sciences on the UNL campus. The UNL College of Education and Human Sciences is fully aware of the proposal to move the program from Lincoln to Omaha, and is supportive of this decision. As UNL continues to focus on its strengths of child, youth and family studies, this proposal will make the resources of UNL's administrative staff available to focus exclusively on their own students and programming. Once the proposed program is approved, UNL intends to cease offering the specialization in gerontology as part of the Ph.D. in Human Sciences. All gerontology doctoral students will be served through UNO.

Currently there are 16 students pursuing the Ph.D. in Human Sciences with a concentration in Gerontology. With six full-time tenured or tenure-track faculty at the start of the 2015-2016 academic year, this is a robust number. Further, the number of master's degree students in the UNO Gerontology Department has grown to over 50, the highest number at any point in UNO's history. Because applicants to the Ph.D. program frequently have completed the master's program in Gerontology (as is true of many doctoral programs), it is anticipated that the continued interest of the master's degree will fuel further growth in the gerontology doctoral program. The capacity to serve a growing and increasingly diverse student population is strong, with current faculty representing diverse disciplines (in addition to Gerontology, these include Biology, Psychology, Public Administration, and Sociology). Most importantly, the development of the Ph.D. in Gerontology is made possible because of the Programs of Excellence (POE) funding provided to the department to hire a faculty member whose focus is in the biology of aging. This hire completes the department in a way that will allow current and prospective students the benefit of having a complete program of study.

3. Program of Study

Curriculum Overview

The Ph.D. program draws on theory, research, and practice in gerontology and related fields (e.g., Biology, Psychology, Sociology, and Public Policy). Students pursuing the Ph.D. will have the opportunity to create a program of study with the support of their advisor and their Supervisory Committee. Courses are available on the Omaha and Lincoln campuses of the University of Nebraska, as well as online. As is the case today, students will take most or all of their courses on the Omaha campus.

Admission

Admission to the Ph.D. Program in Gerontology would be governed by the requirements specified by the University of Nebraska Omaha's Graduate College. In addition, applicants must also fulfill additional requirements stipulated by the Department of Gerontology that include the following:

1. GRE scores are required. A combined score of at least 300 on the verbal and quantitative sections of the revised GRE is required. Students who demonstrate exceptional academic potential may be considered with a combined GRE score of less than 300.

2. Applicants must provide three letters of reference from individuals who are qualified to comment on the applicant's ability to pursue doctoral-level work. At least two of the three letters must be from academics who have known the applicant as a student.
3. Applicants must provide a statement of intent describing their prior education, relevant professional experience, career goals, and the specific relationship of the Ph.D. degree to the achievement of those goals. If there are particular faculty the applicant is interested in working with, or areas of study that s/he would like to pursue, this information should be included in the statement. Applicants should also indicate in their statement if they wish to be considered for a graduate assistantship, and skills that they may have to assist faculty.
4. Applicants must submit a sample of scholarly writing. This may be a master's or honors thesis, a published article, or any similar manuscript written in a scholarly style.
5. Applicants must provide a current résumé (or vitae).

International Applicants

International students seeking admission to the doctoral program must meet UNO Graduate Studies requirements. In addition, all English-as-a-second-language (ESL) students are required to submit scores from the Internet-based TOEFL. A minimum overall score of 95 on the "Internet TOEFL" is required.

Electronic Submission of Application Materials

All graduate program application materials (i.e., unofficial GRE scores are submitted with the application, if admitted official scores from the testing agency are required; letters of reference; statement of intent; writing sample; and résumé/vitae) must be submitted electronically via the application platform located on the UNO Graduate Studies website. Letters of recommendation are to be uploaded to the website or sent via email to Graduate Studies by the letter writer and not by the applicant.

Admissions Decisions

Decisions regarding admission to the Ph.D. program are made by the Graduate Faculty in the Department of Gerontology. Admission decisions are made on a rolling basis; admitted students enter the program in the following Fall or Spring semester.

Doctoral Program Degree Requirements

The Ph.D. in Gerontology requires the successful completion of a minimum of 90 hours of graduate work beyond the baccalaureate degree that includes coursework and a dissertation. Up to 45 hours of prior graduate-level coursework completed by a student may be counted toward the Ph.D. in Gerontology, provided that this coursework is in a related field and/or is relevant to the study of aging. All transfers of credit must be approved by the student's Supervisory Committee.

Coursework

The Ph.D. in Gerontology curriculum is designed as follows:

Core Courses

Required of all Ph.D. students

- GERO 8356-003 Graduate Seminar in Biology
- GERO 8500 Politics & Aging
- GERO 8730 Dying, Death, & Grieving
- GERO 9110 Applied Social Gerontology
- GERO 9460 Seminar in Aging & Human Behavior

Total Hours 15

Research Courses

Required of all Ph.D. students

- GERO 9020 Graduate Seminar in Statistical Applications

Optional - Students must select two of the following:

- GERO 8020 Introduction to Research Methods
- GERO 8356-001 Structural Equation Modeling
- COMM 8020 Seminar Qualitative Research
- HPER 8030 Research in HPER
- PA 9960 Qualitative Research Methods
- PSYC 9090 Theory of Measurement & Design
- PSYC 9120 Multivariate Statistical Analysis
- PSYC 9650 Research Methods in Psychology
- SOWK 8950 Research Methods in Clinical Practice
- EDPS 936 (UNL) Mixed Methods Research

Total Hours 9

Elective Courses

Optional - Students may select courses in gerontology or in related fields. All courses are 3.0 credit hours, unless otherwise noted. Available courses in Gerontology include:

- GERO 8356-002 Biology of Aging
- GERO 8356-851 Nutrition
- GERO 8476 Mental Health & Aging
- GERO 8506 Legal Aspects of Aging
- GERO 8516 Long-Term Care Administration
- GERO 8556 Health Aspects of Aging
- GERO 8676 Programs & Services for the Elderly
- GERO 8696 Working with Minority Elderly
- GERO 8726 Baby Boomers & 21st Century

- GERO 8856 Hospice & Other Services
- GERO 8920 Special Studies in Gerontology (1-3 credit hours)

Recommended elective courses in related fields include the following:

- BIOL 8010 Seminar in Biology
- BIOL 8136 Molecular Genetics
- BIOL 8146 Cellular Biology
- BIOL 8456 Virology
- HED 8600 Health Behavior
- PA 8010 The Public Economy
- PA 8050 Public Administration & Democracy
- PA 8320 Public Policy Evaluation
- PA 8720 Health Care Finance
- PA 9200 Theories of the Policy Process
- PSYC 8000 Profession of Psychology
- SOWK 8090 Social Welfare Policy
- SOWK 8220 Clinical Social Work with Individuals
- SOWK 8350 Social Work Practice with Families
- SOWK 8260 Social Work Practice with Older Adults
- SOWK 8290 Social Work Practice in Health & Mental Health
- SOC 8010 Sociological Theory I

Total Hours 46

GERO Comprehensive Exam

The objective of the comprehensive exam is a demonstration by students of mastery of completed coursework in the Gerontology Ph.D. program. Doctoral students will select an overall Supervisory Committee of four tenure-track graduate faculty, at least two of whom with full-time appointments in the UNO Department of Gerontology.

Dissertation

The dissertation should demonstrate the student's comprehensive understanding and critical analysis of the literature, methods, and statistics related to their project through scientific writing. The dissertation should develop from the field of gerontology and be approved by the Supervisory Committee. It should show the technical mastery of the field, and advance or modify former knowledge. Each candidate for the degree is required to register for the following course until completion of the degree:

- GERO 9990 Dissertation

Total Hours 20 (minimum)

4. Faculty, Staff and other resources

The courses listed are currently being offered on the Omaha campus, and a limited number of courses are offered online. The Ph.D. candidates also have access to graduate courses outside of the gerontology department that will fulfill the requirements of their program (e.g., Qualitative Research Methods, Research Methods in Psychology, Genetics, Public Policy, etc.). This will be particularly helpful for students who have completed the master's degree in Gerontology.

Expenses

With the addition of a new faculty member through POE funding and graduate assistantship, the faculty are fully prepared to work with new and existing students who have an interest in the field of gerontology. Since its inception in 1978, the doctoral program has relied on existing faculty to oversee the doctoral activities of its students. The Department of Gerontology will continue to rely on existing faculty for this degree. In addition, the department will designate one full-time graduate faculty member, to serve as the chair for the doctoral program. Existing faculty will continue to serve in their roles as committee chairs and members. Additional committee members have been drawn from the graduate faculty within the University of Nebraska system, and the department will continue with this approach to best serve the interests of the students.

Physical facilities: The program will be housed in the Department of Gerontology within the College of Public Affairs and Community Service building on the Omaha campus. The department will seek out additional space, as needed, to support doctoral students working on research projects with faculty.

Instructional equipment and informational resources: The existing resources for the department are sufficient at this time.

Staff support will be drawn from existing personnel.

Applications will be processed through UNO Graduate Studies. Currently, applications for admission are processed by UNL in the College of Education and Human Sciences, Department of Child, Youth and Family Studies, and UNL Graduate Studies.

Budget Projections: Please see attached budget tables.

5. Evidence of Need and Demand:

Need for the program

The aging of the population is upon us. 10,000 people turn 65 years of age and older in the country each day (US Census Bureau). By 2050, the US Census predicts there will be 88 million people 65 years of age and older living in the United States. This is in addition to the aging phenomenon that is taking place worldwide. Training people to educate others about aging is critical for current and future cohorts as well as the overall well-being of the State of Nebraska.

The Department of Gerontology is aware of the need to prepare graduates to work with the aging population and their families in order to conduct research, teach at the university level, and work in private or not-for-profit settings. This is in addition to those who are currently in careers that demand further education in such fields as health care, long-term care administration, and community services. Training professionals to communicate knowledge about the latest in aging research is key. Additionally, having graduates skilled in conducting research will be vital as we work to address the needs and opportunities of an aging population. Preparation of persons to conduct research and teach at the university level requires persons formally trained at the doctoral level.

Currently, there are over 500 institutions of higher education throughout the United States that offer some sort of training in gerontology at the certificate, bachelor's, master's and doctoral level. Preparing educators to provide instruction at these institutions will be necessary now and in the foreseeable future. Of the 21 graduates since 2005, nineteen have found jobs in higher education. One is deceased and the other has moved since graduating in the spring and has not actively sought employment. Many of the gerontology graduates teach at institutions such as Indiana University, Creighton University, Western Illinois University, Immaculata University, Nebraska Wesleyan, Pittsburg State University, the University of Nebraska Medical Center (UNMC), University of Nebraska at Lincoln, and, the University of Nebraska at Omaha, in the departments of gerontology as well as related disciplines. Additionally, in the last five to ten years gerontology graduates have grown in their position with institutions such as UNMC, Methodist College and UNL. Having the Ph.D. has allowed them to move from an instructor level to a tenure-track position. In addition to tenure-track positions, the department also has graduates overseeing programs such as EngAge Wellness at the Home Instead Center for Successful Aging on the UNMC campus, the Osher Lifelong Learning Institute at UNL, and the Center for Health Policy and Ethics at Creighton University. Finally, a former Fulbright scholar who had formal training as a gastroenterologist expanded his training to understand the aging process and is now working as an attending physician at a teaching hospital in the Division of Geriatrics and Gerontology, Kaohsiung Medical University Hospital, Taiwan. The need for gerontology graduates is illustrated by these high-quality placements. As more businesses see the need to hire people with a background in aging, gerontology graduates will be ideally suited to assume high-level positions.

Anticipated program demand

Since the inception of the doctoral program, 52 candidates have completed the doctoral specialization in gerontology. The initial degree was a Ph.D. in Community and Human Resources with a specialization in gerontology. The other programming at the undergraduate and graduate level continues to demonstrate growth and interest among students. The department believes some of the students who have elected to pursue a master's degree in gerontology will continue their education by applying to the proposed Ph.D. program.

Over the past five years, we have received an average of two to three applications per year. In the last few years, the number of applications has been on the rise with more students from the master's program electing to continue their studies in gerontology that is focused more on

developing research skills. Reasons for selecting the program are varied, including the location of the program and its cost-effectiveness.

Enrollment projections for the Ph.D. in Gerontology:

The enrollment projections are based on current activity and existing faculty available to supervise the work of doctoral students. These numbers also reflect a replacement of 1-2 graduates per year (i.e., as 1-2 students graduate from our program we admit 1-2 new students each year):

AY 2016-2017	16 students in the Ph.D. program
AY 2017-2018	16 students in the Ph.D. program
AY 2018-2019	18 students in the Ph.D. program

The majority of students enrolled in the doctoral program complete their courses on the Omaha campus. In anticipation of moving the degree to Omaha, and to support students requiring financial aid, the department established a dissertation course (GERO 9990) on the UNO campus enabling students to complete all of their coursework in Omaha.

6. Partnerships with Business, Public and Nonprofit Organizations

The Department of Gerontology has a strong and rich relationship with the community through its advisory board, and has relationships with for-profit and not-for-profit aging agencies.

Members of the department’s advisory board include representatives from organizations such as:

- Baird Holm Law Firm
- Blue Cross Blue Shield of Nebraska
- Home Instead Senior Care (Board Chair)
- Immanuel Communities
- Nebraska Health Care Association
- Suzan Karrer Rohrig, Architectural Firm
- University of Nebraska Medical Center – Division of Geriatrics
- Vetter Health Services (ownership of nursing homes in five states)

These relationships have allowed the department to reach out to a larger audience and have enabled the department to secure additional funding for projects such as the online programming and scholarships for students at the undergraduate and graduate levels. These organizations are also prime areas for students to secure employment in the private sector upon graduation, and can serve to assist executive-level staff in setting an agenda for the future that includes the aging of the population.

In addition to the advisory board, relationships with community organizations in Omaha and across the state include:

AARP Nebraska
Aging Task Force (Nebraska Legislature)
Alzheimer's Association of Nebraska
Area Agencies on Aging throughout Nebraska
Area long-term care facilities, assisted and independent living communities, and hospitals.
Home Care Agencies (Non-medical and medical)
Hospice Agencies
Leading Age Nebraska
Nebraska Health Care Association
Nebraska State Unit on Aging

7. Collaboration within the University

The department enjoys a good working relationship with several units on the Omaha, Lincoln and Medical Center campuses. Formalized agreements are in place with UNL's College of Law and the Department of Interior Design in the College of Architecture. Additionally, the department works with UNMC College of Nursing staff and students, as well as the Division of Geriatrics and Gerontology at UNMC. The department also anticipates the continuation of the relationship with Child, Youth and Family Studies on the UNL campus with both faculty and staff. As a multi-campus program, the department has solid relationships within the University of Nebraska system, and expects these to continue in the future.

8. Collaboration with Higher Education Institutions External to the University

As the primary provider of gerontological education in Nebraska with a statewide mandate issued by the Board of Regents, the department works with many community colleges and institutions of higher education, including faculty from the University of Iowa, Georgia State University, University of Virginia, University of Washington, University of Michigan, University of Maryland, Georgia Institute of Technology and Westminster College (Missouri). Additionally, our faculty work with others at UNO in sustaining a relationship with Agder University in Norway. The department also has a graduate who is providing gerontological education for Kaohsiung Medical University (teaching) Hospital in Taiwan.

9. Centrality to Role and Mission of the Institution

The three goals of UNO's Strategic Plan drive the development of this graduate degree in gerontology.

Goal 1: UNO will be recognized as a student-centered metropolitan university.

Sub-goal B: UNO students will be prepared for careers and professional responsibilities in an increasingly complex world. As the population ages and becomes more diverse, organizations will need well-prepared managers and directors to successfully lead them into the future.

Goal 2: UNO will be recognized for its academic excellence as a leading metropolitan university. UNO has a reputation for preparing graduates who are well-suited to work with a variety of cohorts in an urban setting. As the aging population becomes increasingly diverse,

students prepared by a metropolitan university have the opportunity to conduct research and gain real-world experience working with a population that represents the future of aging.

Goal 3: UNO will be recognized for its outstanding engagement with the urban, regional, national, and global communities. Through its statewide mandate, the Department of Gerontology has worked in partnership with health care and long-term care professionals, aging service providers, and policy planners in the public and private sectors throughout Nebraska to address the needs of an aging population. The Department of Gerontology is viewed as the leader in gerontological education in Nebraska.

10. Consistency with the University of Nebraska Strategic Framework

As the primary provider of gerontological education with a statewide mandate to serve the State of Nebraska, UNO's Department of Gerontology is ideally positioned to advance the mission and strategic plan of the University of Nebraska system as it works to invest in Nebraska's future. The department accomplishes this investment in a number of ways. The department offers students (1) both in-class and online courses, (2) interdisciplinary endeavors within and across the NU System, (3) fieldwork placement preparing students from all disciplines, and (4) service learning opportunities. The department provides technical assistance for state entities such as the Nebraska State Unit on Aging, the eight Area Agencies on Aging, and the Nebraska Department of Corrections. Through these efforts, the department is addressing the challenges and opportunities of a statewide aging population.

Department of Gerontology efforts to meet NU Strategic Framework Goals

1a. The university will strive to increase affordability and ensure qualified students are not denied access based on economic circumstances.

With the establishment of a doctoral specialization in gerontology in 1978, the department has provided oversight to 52 students who have successfully completed the program. The department has another 16 students, in various phases of their studies, whom are supported and directed in their courses and dissertations. For those who are faced with financial difficulty, the department is able to provide scholarships based on academic achievements to ensure students are able to continue their education in gerontology. The department has also been able to offer a graduate assistantship to doctoral students, as well as teaching opportunities as adjunct faculty members to those wanting to build their portfolio for a teaching position after graduation.

1d. Expand lifelong educational opportunities, including those for non-traditional and transfer students.

As a discipline, gerontology is focused on aging as a lifelong process. Students who pursue a doctorate in this field are not always traditional students, but rather, represent a group of mid-career professionals who see and appreciate the value of education at the doctoral level.

3g. Engage in partnerships with government and the private sector to develop regional economic strengths.

The department has built a reputation for working with state organizations, including the Nebraska Legislature, the Nebraska State Unit on Aging, the Nebraska Department of Corrections, and the eight Area Agencies on Aging. Additionally, the department works with

corporations in the private sector interested in gaining knowledge about the aging process. The department considers this as a growth area for training doctoral students now and in the future.

Goals 5 and 6: Engagement with the state, and accountability to stakeholders.

The contributions of the department are made through course offerings on the Omaha and Lincoln campuses, interdisciplinary endeavors with diverse disciplines such as Criminal Justice, Interior Design, Law, Family Studies, and Social Work. Additionally, collaborative relationships with the Nebraska Legislature, AARP Nebraska, Nebraska State Unit on Aging, Nebraska Department of Corrections, AARP, the Alzheimer’s Association – Midlands and Great Plains Chapter, the UNMC’s Division of Geriatrics and Gerontology, and the UNMC’s College of Nursing have allowed for a stronger presence of the department in meeting its statewide mission set forth by the Board of Regents.

11. Avoidance of Unnecessary Duplication

UNO, having established its Gerontology program 37 years ago, is already recognized as having one of the top programs in the region. This proposal is designed to move the doctoral specialization in gerontology from the Lincoln campus to the Omaha campus, resulting in one campus within the University of Nebraska system offering a Ph.D. in Gerontology with a statewide mandate is to offer gerontological education.

There are twelve universities, including the University of Nebraska, offering a doctoral degree either in gerontology or aging studies in the United States. Other institutions include: University of Connecticut, University of Kansas, University of Kentucky, University of Maryland-Baltimore, University of Massachusetts, Miami University, University of North Dakota, University of North Texas, University of North Carolina – Charlotte, University of Southern California, and the University of South Florida.

12. Consistency with the Comprehensive Statewide Plan for Postsecondary Education: how this program would enhance relevant statewide goals for education

The Comprehensive Statewide Plan for Postsecondary Education is (excerpted): “built upon the foundation of existing postsecondary educational institutions within our state, the current and projected demographics of the state, the economic and political realities of the state, and the state’s constitution and statutes.”

The Ph.D. in Gerontology at UNO is fully aligned with the statewide goals for education articulated in this vision statement.

- **Centrality to the role and mission of the institution:** UNO’s mission, as described in the CCPE, is not only to serve as the primary unit within the University of Nebraska system for urban-oriented programs, but also to assume statewide responsibility for programs such as Gerontology. Recognizing the growth in the number of aging persons in Nebraska, preparing people to conduct research and to educate others to work with this population will be critical, not only in Omaha, but throughout the state.

- **Consistency with the University of Nebraska Strategic Framework:** The Ph.D. in Gerontology, and the enhanced capacity it will bring to the department will serve to strengthen existing partnerships within and across the NU system (including the UNL College of Law, UNL College of Architecture, UNMC's Division of Gerontology and Geriatrics, and the UNMC College of Nursing).
- **Evidence of need and demand:** Knowledge about the aging population (described above) is a particularly acute need in UNO's service area. Nebraska and Iowa rank among the 10 states with the highest proportions of residents 65 and older and 85 and older. The need for students trained in the study of aging will continue to increase, particularly over the next two decades, as the members of the baby boom generation become seniors. The consistent interest in the Ph.D. program since 1978 demonstrates the need and demand for the program.
- **Faculty, staff, and other resources:** The Ph.D. in Gerontology at UNO utilizes primarily existing resources, in terms of faculty support, physical facilities, instructional equipment, and informational resources. New expenses, such as an assistant professor to teach courses in the biology of aging, are covered by a recent POE allocation. Additional support is provided through the Dean's office by making funds available for an additional graduate assistant.

June 3, 2016

David Jackson, Ph.D.
Associate Vice President for Academic Affairs
University of Nebraska
Office of the Executive Vice President and Provost
134 Varner Hall
Lincoln, NE 68583-0743

Re: UNO Department of Gerontology: Ph.D. Proposal

Dear Dr. Jackson,

The UNL department of Child, Youth and Family Studies (UNL) has been offering a doctoral Specialization in Gerontology for many years. With the approval of the UNO Gerontology Ph.D. Specialization, we will cease offering this Specialization.

While offered through CYAF, we have been incorporating UNO Gerontology faculty in offering the Specialization. As the UNO Gerontology faculty have been increasing in numbers and expertise over the past several years, they have been increasing their participation in working with the students in this program. In discussions with Dr. Julie Masters, Chair of Gerontology, and in consideration of the CYAF strategic plan, it has become clear that existing and future students will best be served for the Specialization to reside at UNO.

CYAF is prepared to continue offering the Specialization as we have up to this point until current students have completed their degree requirements according to timeframes established by UNL Graduate Studies. However, we anticipate that newly admitted current students (within the past 2 years) will prefer to have their admission "transferred" to UNO and have their degree program requirements managed through the Department of Gerontology. Given that they are already working with these faculty members, this will be the solution that will make the most sense to most students. We recognize that this may require that students apply to the UNO Gerontology Specialization and that UNO will need to determine eligibility for admission and the degree to which completed work will be accepted to meet UNO Gerontology Specialization requirements. We will do everything we can to ease that transition for these students.

Please let me know if you have additional questions.

Sincerely,



Richard J. Bischoff, Ph.D.
Gwendolyn A. Newkirk Professor of Leadership in Child, Youth and Family Studies
Department Chair

**TABLE 1: PROJECTED EXPENSES¹ - NEW INSTRUCTIONAL PROGRAM
PhD in Gerontology at UNO**

	(FY2017) Year 1	(FY2018) Year 2	(FY2019) Year 3	(FY2020) Year 4	(FY2021) Year 5	Total
Personnel	Cost	Cost	Cost	Cost	Cost	Cost
Faculty						
Professional						
Graduate assistants						
Support staff						
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0
Operating						
General Operating						\$0
Equipment						\$0
New or renovated space						\$0
Library/Information Resources						\$0
Other						\$0
Subtotal	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0

¹ The proposed program will require no new faculty, staff, or other expenses.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
PhD in Gerontology at UNO**

	FY(2017) Year 1	(FY2018) Year 2	(FY2019) Year 3	(FY2020) Year 4	(FY2021) Year 5	Total
Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees ¹	\$30,502	\$31,113	\$35,703	\$36,417	\$37,146	\$170,881
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$30,502	\$31,113	\$35,703	\$36,417	\$37,146	\$170,881

¹Tuition for the first academic year is based on 16 doctoral students x 12 credit hours; a 2% tuition increase is anticipated for each year thereafter.

Year one: \$158.87/credit hour X 12 hours X 16 students.

Year two: \$162.05/credit hour X 12 hours X 16 students.

Year three: \$165.29/credit hour X 12 hours X 18 students.

Year four: \$168.60/credit hour X 12 hours X 18 students.

Year five: \$171.97/credit hour X 12 hours X 18 students.

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Creation of a Gender and Leadership Undergraduate Certificate in the Women's and Gender Studies (WGS) Program in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to create a Gender and Leadership Undergraduate Certificate in the Women's and Gender Studies Program in the College of Arts and Sciences at UNO

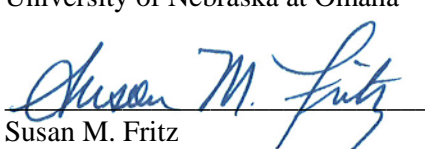
PREVIOUS ACTION: June 11, 2010 – The renaming of the UNO Women's Studies major and program to "Women's and Gender Studies" was approved by President James B. Milliken and reported to the Board.
August 26, 2000 – The Board approved the UNO Women's Studies major.

EXPLANATION: UNO proposes the establishment of an online Undergraduate Certificate in Gender and Leadership. The proposed 15 credit hour, predominantly upper division certificate is designed for students who want to develop themselves as gender-aware leaders, and apply their knowledge in a variety of business, non-profit, and community settings.
This proposal has been reviewed by the Council of Academic Officers. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$3,200 in Year 1; \$25,400 over five years

SOURCE OF FUNDS: Distance Education tuition. After initial year one start-up costs, the certificate will be self-supporting.

SPONSORS: B.J. Reed
Senior Vice Chancellor for Academic and Student Affairs
John Christensen, Chancellor
University of Nebraska at Omaha

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: June 30, 2016

Proposal to Create a Gender and Leadership Undergraduate Certificate
The College of Arts and Sciences
University of Nebraska at Omaha

Proposed by:	The University of Nebraska at Omaha (UNO) Omaha, NE
Proposed program:	Certificate in Gender and Leadership
Proposed degree:	Undergraduate Certificate
Other programs in this field at UNO:	Women’s and Gender Studies Program (WGS)
CIP code:	30.1101
Administrative unit:	WGS, College of Arts and Sciences (CAS)
Proposed delivery site:	University of Nebraska at Omaha
Proposed delivery method:	Distance education
Date approved by governing board:	TBD
Proposed Start Date:	Upon final approval

1. Description and Purpose of the Proposed Program

The University of Nebraska at Omaha proposes that the College of Arts and Sciences establishes an Undergraduate Certificate in Gender and Leadership (G&L). The Women’s and Gender Studies (WGS) definition of leadership differs from other disciplines’ paradigms in that it offers students ways to learn and discover authenticity and transparency within themselves, via an interdisciplinary and critical awareness, utilizing a dialectical approach that is both present-oriented and visionary. The proposed certificate is designed for students who want to learn about the topic, develop themselves as gender-aware leaders, and apply their knowledge in a variety of business, non-profit, and community organizations.

The proposed certificate will consist of a minimum of 15 credit hours of courses, covering areas including:

- Women leaders throughout history
- Feminist theories applied to leadership
- The practice and application of leadership
- Leadership and gender concepts and theories including leadership characteristics and processes, values and styles
- Students’ identities as gendered leaders
- Confidence and self-awareness
- Leadership development and purpose
- Leaders in cultural, historical, and contemporary contexts
- Self-assessments of leadership abilities and agency.

All courses will be offered online, using a variety of collaboration tools and learning strategies. The core courses are service-learning courses; students will engage with course material, instructor, and

classmates online and through service learning. The service-learning components will take place at each student's location.

The proposed certificate is designed for both traditional and adult learners. Benefits (elaborated on in section 2, p. 3) of the certificate to students pursuing degrees in a variety of majors, from Business to Women's and Gender Studies (WGS), as well as nontraditional students, will include:

- Development of leadership ability and identity
- Ability to analyze gendered leadership qualities in individuals in a variety of organizational settings
- Ability to lead in different organizations, from for-profit to nonprofit

Evidence of how students can benefit from this gender-focused certificate includes the following:

- In November 2015, the National Association of Colleges and Employers *Job Outlook 2016* survey results showed that leadership is the first attribute employers seek on a candidate's resume: 80% of employers are looking for leadership.¹
- The "Women Matter" study suggests that companies where women are most strongly represented at board or top-management level are also the companies that perform best.²

The proposed certificate in G&L complements the existing major and minor in WGS. It responds to students' requests for upper-division courses on gender, and will be available to non-majors and non-minors throughout UNO. It also supports the WGS distance education initiative that helps to meet the needs and interests of nontraditional students, particularly those with employment and childrearing responsibilities, and those for whom the distance to campus is a barrier to completing a university degree.

The proposed G&L certificate is intended for both students who do not have an undergraduate degree, and those with degrees who wish to increase their knowledge of gender and leadership and analyze how they interact. It will be of interest to those who have completed undergraduate degrees, but are seeking additional skills and a credential, such as those who are employed full time and seeking advancement. It will be of interest to entrepreneurs and rural Nebraskans pursuing personal and/or economic advancement in their communities.

2. Program of Study

The proposed Certificate in Gender and Leadership requires 15 hours of coursework. Students completing the courses will be able to:

- Identify and discuss key characteristics of leaders and how these are displayed by gendered individuals.
- Identify and explain at least three gender issues that leaders encounter.

¹ <http://www.staffingindustry.com/Research-Publications/Daily-News/NACE-Employers-seek-leadership-teamwork-skills-35952#sthash.BNQI0hhR.dpuf>

² https://mckinseysociety.com/downloads/reports/Economic-Development/Women_matter_oct2007_english.pdf

- Describe how leadership qualities are manifested in individuals in different organizational settings.
- Demonstrate a critical perspective on gender issues and leadership.
- Articulate a vision of themselves as a leader and assess her/his progress on that path.
- Identify and discuss at least three leaders and their gender in cultural, historical, and contemporary contexts.
- Do self-assessments of leadership abilities and agency.
- Explore students' identities as gendered leaders.
- Compare interactions of gender, confidence and self-awareness.
- Develop leadership and purpose.
- Apply feminist theories to leadership.
- Practice the application of leadership.
- Examine leadership and gender concepts and theories.
- Research leadership characteristics and processes, values, ethics and styles.

The certificate is structured as follows:

Course	No. of credit hours
WGST 2010 or WGST 2020: Introduction to Women's and Gender Studies* (student's choice)	3
WGST 3020: Gender and Leadership I	3
Student's choice of approved elective**	3
WGST 4030: Gender and Leadership II	3
WGST 4070: Gender and Leadership III	3

*WGST 2010 introduces Women's and Gender Studies in the social and behavioral sciences, while WGST 2020 does so in the humanities. Either course can serve as the prerequisite for WGST 3020.

**Elective choices include WGST 4120: Black Women Leaders of Liberation Movements and WGST 4130: Gender and Leading Social Change. Eligible electives will be added as courses are developed; the electives will be upper division.

The intended audience for the proposed certificate is primarily UNO students seeking undergraduate degrees. High school graduates, students with associate degrees, and students with limited undergraduate credits may be considered for admission to the proposed certificate program if they receive a 3.0 GPA or higher in the prerequisite courses.

3. Faculty, Staff and other resources

Number of faculty and staff required to implement the proposed program: Sufficient resources exist to implement the proposed certificate. All required courses and sufficient electives exist at this time. An existing faculty member or part-time instructor is committed to each of the five courses in the certificate program sequence. Multiple sections of WGST 2010 and WGST 2020 are already offered every term, facilitating the fulfillment of this requirement. WGST 3020 (Gender and Leadership I) is regularly offered each spring and fall semester. Additional elective courses are under development by full-time faculty whose home departments have agreed to schedule the courses, which will be cross-listed. WGST 4030

(Gender and Leadership II) has been approved and is being offered for the second time in fall 2015. WGST 4070 (Gender and Leadership III, the Capstone course) will be offered in spring 2016.

The development of the proposed certificate (and the courses that comprise it) has been supported by a grant from Online Worldwide, as the proposed certificate and all courses will be entirely online. The grant was awarded to Principal Investigators Karen Falconer Al-Hindi and Angela Eikenberry as a Program Development Grant in May 2012 in the amount of \$9,000 for “UNO Women’s and Gender Studies degree completion and collaboration.” The grant was renewed for an additional \$9,000 in August 2013. In addition, UNO Information Services provided a grant of \$11,000, over two years, to support program development via a distance education coordinator. The coordinator created and maintained an online teaching web course for UNO instructors, provided workshops and individual faculty support for course development, and assisted with this proposal.

Additional physical facilities needed: No new physical facilities are required, as current facilities are sufficient for meeting the requirements of the proposed program.

Instructional equipment and informational resources: No new equipment or informational resources are required, since the development of online courses has been funded by the Online Worldwide grant and additional funding was allocated by the Dean of the College and Arts and Sciences.

Budget projections: The projection is that the proposed certificate will draw 10 students annually. Students are projected to take six credit hours in the certificate over the course of a year. The estimate is that 80% of students will pay resident tuition, and 20% will pay non-resident tuition. 2016 UNO Distance Education tuition is \$257.25 per credit hour for residents and \$ 409.00 per credit hour for non-residents.

Currently, the AY 2015-2016 (and going forward) staffing of the WGS Program is as follows: the Director and Associate Director each receive three hours assigned administrative time per semester; the Program Staff Assistant is a part-time position consisting of 20 hours per week; one work-study student works ten hours per week. This staffing is sufficient to offer the proposed certificate.

The only new funding required would be for additional part-time instructors. One instructor will be sufficient to support students from Year 1 through Year 3, and starting in Year 4 two part-time instructors will be needed.

4. Evidence of Need and Demand: Enrollment Projections

Need for the program – Over 400,000 Nebraskans have earned some college credit, but have not been awarded an undergraduate degree³. Many of these individuals balance full-time work with family and community responsibilities; completing their degrees adds to already full schedules. So, a certificate program that is offered entirely online and offers immediately applicable knowledge and skills may appeal to many, especially (but not exclusively) women. A general job search on the Nebraska Department of Labor website using the key word “leadership,” over 500 jobs were returned at every level, from entry to upper management.

³ Colloquy, “University of Nebraska Online Worldwide Research Report,” November 2013.

Leadership is a key concern for business leaders, politicians, and educators; and understanding the intersections with gender is an integral part of leadership as more women become key forces in managing, policy making, and leading. According to Laszlo Bock, senior vice president at Google, leadership and teamwork are among the top qualities Google seeks.⁴ Diversity among leadership teams characterizes high performing companies according to Colleen O'Neill, senior partner at Mercer's Human Capital consulting.⁵ The head of IBM's global services division, Douglas Elix, says women "think through decisions better...are more collaborative, and seek less personal glory...;" in other words, these gendered characteristics are attributes of more effective leaders, gender aside. The certificate program develops effective, gender-aware leaders who demonstrate attributes and abilities that employers seek.⁶

It is clear that specific skills and personal qualities are required for emerging leaders and those who understand and appreciate the differences gender makes in organizations will have a clear advantage. Higher education is stepping up to the challenge of integrating the study of gender with leadership; however, the leading educational institutions in this field are located on the coasts and their programs cannot be completed online.

According to a search of the terms "gender" and "leadership" in the Bureau of Labor Statistics employment data, the following careers were among those returned along with predictions of job growth from 2012-2022:⁷

- Social and Community Services manager; 21%
- Social Worker; 19%
- Sociologist; 15%

Barry Nazar, Senior Research Associate at Temple University Harrisburg NEST (Nonprofit Evaluation Services and Training Center), stated that "(it) is inevitable that that social workers will be pressed into leadership roles. They get appointed to positions of responsibility. They initiate community projects. They coordinate teams of stakeholders on behalf of clients."⁸ The proposed certificate will give students and those employed in these fields an enhanced credential and skills, leading to possible greater employment attainment, as well as advancement in present employment.

Regarding the social and human services, "to be culturally responsive to the communities that are served...those employed in this larger field must be able to meet people where they are at and possess an awareness of the multitude of perspectives the public holds."⁹ As Women's and Gender's Studies students, "you have a unique perspective to understand ...the barriers that individuals face due to historical and contemporary experiences of oppression..."¹⁰ The intense experience of the proposed

⁴ <http://www.nytimes.com/2013/06/20/business/in-head-hunting-big-data-may-not-be-such-a-big-deal.html>

⁵ <http://employersgroup.com/Content.aspx?id=1386>

⁶ http://www.businessweek.com/2000/00_47/b3708145.htm

⁷ Average job growth for 2012-2022 is predicted to be 10.8%

⁸ http://www.socialworker.com/feature-articles/practice/The_Riddle_of_Good_Leadership/

⁹ Berger, M. T. & Radeloff, C. (2015) Transforming Scholarship: Why Women's and Gender Studies Students are Changing Themselves and the World. New York: Routledge. Pg. 182

¹⁰ Berger, M. T. & Radeloff, C. Pg. 187

G&L certificate will make both students looking for employment, as well as those currently in the field, more effective in their organizations and more attractive to employers.

At the end of the 2014 fall semester, five undergraduate classes in various disciplines were surveyed to gauge interest/demand in the proposed certificate. Of the 111 surveys returned, 57% of the students replied that they were interested in the proposed certificate, and 41% of all responders indicated that they would make time in their class schedules for the necessary coursework.

Students were surveyed in a range of disciplines; WGS, Black Studies (BLST)¹¹, and the Office of Latin and Latin American Studies (OLLAS). While interest was unsurprisingly high in the WGS courses, it also was very strong in the other two disciplines.

Employment and educational advancement opportunities for graduates:

The goal of the proposed certificate is to offer traditional and adult learners a program of study. In order for students to develop professionally, they must grow in their leadership ability.¹² The second course in the certificate sequence, G&L I, focuses on each student's personal leadership qualities and trajectory. Whether as entrepreneurs or as key players in organizations, the certificate will prepare students to take initiative, solve problems, and innovate. As indicated earlier, for adult learners, the certificate offers additional training and a credential that may be valuable as these individuals seek career advancement. The current course offerings that would be key components to the proposed certificate create a praxis which allows students to: 1) analyze varying leadership paradigms, 2) interact with varying leaders, and 3) via methods such as service learning, be leaders in a variety of settings. Employers may see the value added as existing employees demonstrate new skills and employ new knowledge learned within their organizations.

Number of students expected:

It is estimated that the proposed certificate will draw 10 students annually. This estimate is based on the survey results, enrollment numbers in the Gender and Leadership courses, as well as recruiting strategies that will be implemented once the certificate is approved.

The estimates are grounded in the enthusiasm with which current students and community members have responded to the possibility of the certificate being offered. Per the survey mentioned above, when excluding WGS students, 26 students said they would be interested in the G&L Certificate and 22 said they would be able and willing to make time in their schedule to take the required courses.

In addition, enrollments in the two courses in the five-course certificate sequence indicate strong interest in the proposed program. It is encouraging that the number of students enrolled in the Gender and Leadership II course increased from two in fall 2014 to eight in fall 2015. WGST 2010 and WGST 2020 enroll around 230 students per year. In addition, enrollments in WGST 3020 (the second course in

¹¹ In the fall 2015 cross-listed (in BLST and WGST) offering of "Black Women Leaders in Liberation Movements," there are currently 19 students enrolled.

¹² <http://money.usnews.com/money/blogs/outside-voices-careers/2014/03/19/the-soft-skills-all-employers-seek>

the sequence for the certificate) are growing. At this point about 50 current and former UNO students have completed two of the five courses required for the certificate.

Minimum number of students required to make the program viable: The admission of 10 students per year is required to make the proposed certificate viable. We anticipate that some students will be drawn to UNO specifically to enroll in this certificate program, some will pursue the certificate as part of the requirements for the WGS major, and others will complete the certificate while earning degrees in other colleges with other majors. After the fourth year of operation, it is anticipated that 10 students will graduate annually from the proposed certificate program.

5. Partnerships with Business

The Women's and Gender Studies Program enjoys relationships with a number of Omaha-area organizations including Girls Scouts, the Omaha Women's Fund, Girls Incorporated, and the American Association of University Women (AAUW). Collaborations with businesses and not-for-profit organizations will offer students opportunities to practice and apply what they have learned. These may include: informational interviewing of leaders by students, job shadowing, mentoring, students' collection of oral histories, service-learning projects and sponsorships (for example, to offer the Start Smart wage negotiation workshop).

6. Collaborations within the University

The interdisciplinary, campus-wide Women's and Gender Studies Program will be working beyond as well as within the College of Arts and Sciences in offering this proposed certificate. Participating UNO colleges include: Arts and Sciences; Communication, Fine Arts, and Media; Education; and Public Affairs and Community Service. The Gender and Leadership Working Group includes faculty and/or professional staff housed in the School of Communication, the Department of Black Studies, the Department of Political Science, the School of Health Education, the School of Criminal Justice, the Department of English, and the Department of Philosophy. Staff from the College of Public Affairs and Community Service has been key to the development of courses and the mission of the proposed certificate, and plan to teach for it.

The Women's and Gender Studies Programs at the University of Nebraska-Lincoln and the University of Nebraska at Kearney (UNK) have been invited to participate in the proposed certificate. UNK has begun encouraging WGS students to enroll in UNO's WGST 2010 online course, and this is viewed this as an initial step toward participation in the proposed certificate.

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

The core courses within the proposed certificate each have service learning components, creating collaborations with groups external to the University. Thus far, Gender and Leadership courses have collaborated with the following institutions/groups:

- The Girl Scouts
- Omaha Women's Fund
- Women's Center for Advancement
- Omaha Public Schools

- Nebraska Appleseed
- Omaha Human Rights & Relations Department
- Refugee Women Organization of Nebraska
- Refugee Empowerment Center

8. Centrality to Role and Mission of the Institution

UNO seeks to be student-centered, to pursue academic excellence, and to be engaged with the community. The proposed certificate responds to students' requests for upper-division Women's and Gender Studies courses in which they can learn and practice skills and competencies. It is a highly student-accessible program of study, as it is offered entirely online. The program's emphasis on broad and inclusive definitions of leadership contributes to critical thinking and academic excellence, and invites diverse students to see themselves as leaders with potential. The program engages community directly as three of the five courses are service-learning courses, and indirectly as many students who will pursue the proposed certificate are anticipated to be non-traditional students who are active in the work world as well as in their communities.

9. Consistency with the University of Nebraska Strategic Framework

The proposed Gender and Leadership Certificate advances four of the six overarching goals of the strategic framework, including: access and affordability; quality academic programs; workforce and economic development; and engagement with the state. The topic of leadership and gender is engaging and the delivery method (entirely online) promotes accessibility for non-traditional and transfer students, thus expanding lifelong educational opportunities. The certificate expands distance education offerings and promotes excellent teaching, both through attracting students planning and pursuing education careers and through its highly qualified cadre of instructors who will deliver the courses. It contributes to excellence in areas of importance to Nebraska such as life sciences and information technology by offering professionals in these areas the opportunity to develop their knowledge and practices around leadership. Thus, the certificate enhances the talents and competitive edge of working Nebraskans. The certificate's inclusive, gender-aware definition of leadership, and examination of leaders in a variety of global contexts, helps to prepare students for the global economy. Whether working for organizations large or small, or self-employed, Nebraskans will benefit from enhanced leadership knowledge and skills. The proposed certificate is an interdisciplinary, campus-wide collaboration that leverages strengths to offer students a new program with existing resources. It contributes to effective utilization of campus facilities through its distance education format. Finally, the Gender and Leadership certificate combines education about leadership and gender with self-awareness and skill-building, including salary negotiation and personal financial management, consistent with the strategic framework.

10. Avoidance of Unnecessary Duplication

Higher education programs linking gender with leadership are available through Rutgers University, the University of Texas at Austin, and Franklin Pierce. The University of Northern Iowa is the closest; it has a certificate program with one course that addresses gender. The proposed certificate takes a broader view of leadership than most programs offered; that is, it includes it but also looks beyond business for leadership theories, models, and exemplars. Even more striking is that the proposed certificate

incorporates a more inclusive, sophisticated and deep understanding of gender. There is no program like this in Nebraska, or indeed in the United States.

11. Consistency with the Comprehensive Statewide Plan for Postsecondary Education:

The Gender and Leadership Certificate would contribute to the CCPE's statewide goals for education consistent with UNO's responsibilities for instruction, research and public service. The proposed certificate program will be of assistance to future educators, especially those with educational leadership aspirations. This helps UNO meet its system role in "preparing teachers and administrators for service in local K/12 school systems."¹³ The proposed certificate will also have elements which will help UNO serve "as a source of urban, economic, and business-related research."¹⁴ Since this certificate would be delivered entirely online, helping meet the needs of urban and rural students for accessibility and flexibility, it aids the UN system in its commitment to "expanded use of electronic distance learning...in broadening access to postsecondary education and life-long learning for Nebraska citizens."¹⁵ Business and education collaboration is integral to the certificate, which emphasizes service-learning; it is anticipated that organizations may learn as much from students as students learn from them. The proposed certificate will therefore "help workers keep current in their fields or move into new careers."¹⁶ This exchange of information about gender and leadership will contribute to workforce capacity in a variety of areas, including those for which UNO has primary responsibility within the NU system, specifically in enhancing the UN system goal of "educational and workforce development opportunities for minority populations who have been underrepresented in the workforce."¹⁷

¹³ Nebraska's CCPE Comprehensive Statewide Plan for Postsecondary Education, pg. 7-36.

¹⁴ Ibid.

¹⁵ Nebraska's CCPE Comprehensive Statewide Plan for Postsecondary Education, pg. 2-5.

¹⁶ Nebraska's CCPE Comprehensive Statewide Plan for Postsecondary Education, pg. 3-4.

¹⁷ Nebraska's CCPE Comprehensive Statewide Plan for Postsecondary Education, pg. 3-4.

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Gender and Leadership Undergraduate Certificate at UNO**

	FY 2016-2017 Year 1	FY 2017-2018 Year 2	FY 2018-2019 Year 3	FY 2019-2020 Year 4	FY 2020-2021 Year 5	Total Cost
Personnel	Cost	Cost	Cost	Cost	Cost	
Faculty ¹	\$3,200	\$3,200	\$4,200	\$7,400	\$7,400	\$25,400
Professional						\$0
Graduate Assistants						\$0
Support Staff						\$0
Subtotal	\$3,200	\$3,200	\$4,200	\$7,400	\$7,400	\$25,400
Operating						
General Operating						
Equipment						
New or renovated space						
Library/Information Resources						
Other						
Subtotal						
Total Expenses	\$3,200	\$3,200	\$4,200	\$7,400	\$7,400	\$25,400

¹ The only new funding required would be for additional part-time instructors. One instructor will be sufficient to support students from Year 1 through Year 3; starting in Year 4, two part-time instructors will be needed. In Year 3, the cost of faculty increases because the program will hire an instructor with a Ph.D., whereas in Years 1 and 2, the instructor will hold a master's degree.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
Gender and Leadership Undergraduate Certificate at UNO**

	FY 2016-2017 Year 1	FY 2017-2018 Year 2	FY 2018-2019 Year 3	FY 2019-2020 Year 4	FY 2020-2021 Year 5	Total
Existing Funds ¹	\$3,600					\$3,600
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees ²	\$18,756	\$37,512	\$46,890	\$46,890	\$46,890	\$196,938
Other Funding						\$0
1						\$0
2						\$0
3						\$0
Total Revenue	\$22,356	\$37,512	\$46,890	\$46,890	\$46,890	\$200,538

¹ College of Arts and Sciences distance dollars. These are existing college resources; after the first year, the certificate will be self-funded.

² Projection is that annually 10 new students will enroll in the certificate program. Each student is projected to take six credit hours in the certificate over the course of a year. Estimate is 80% resident and 20% non-resident. 2016 UNO Distance Education tuition is \$257.25 per credit hour for residents and \$409 per credit hour for non-residents. Below is the calculation of tuition and fees.

	Projected Student Credit Hours				
	Year 1	Year 2	Year 3	Year 4	Year 5
Cohort 1: 10 students	6	6	3	Graduated	Graduated
Cohort 2: 10 students		6	6	3	Graduated
Cohort 3: 10 students			6	6	3
Cohort 4: 10 students				6	6
Cohort 5: 10 students					6
Projected Tuition	\$17,256	\$34,512	\$43,140	\$43,140	\$43,140

2016 - Distance Education Fees

\$25.00 per SCH - Distance Learning Course fee

Calculated Tuition & Fees:	\$18,756	\$37,512	\$46,890	\$46,890	\$46,890
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TO: The Board of Regents Addendum VII-A-4

Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Consolidation of the Master of Arts (MA) and Master of Science (MS) degrees in Special Education to a single Master of Science degree in the Department of Special Education and Communication Disorders in the College of Education at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to consolidate the MA and MS degrees in Special Education to a single MS degree in the Department of Special Education and Communication Disorders in the College of Education at UNO

PREVIOUS ACTION: January 25, 2013 – The Board approved the consolidation of the MA degree with the MS degree in Speech-Language Pathology in the Department of Special Education and Communication Disorders at UNO.

July 28, 2001 – The Board approved the consolidation of the existing masters degrees (MS with a major in Behavioral Disorders, MA with a major in Mental Retardation, MS with a major in Resource Teaching and Learning, MS with a major in Teaching the Hearing Impaired, MS with a major in Teaching the Mentally Retarded) into a single degree entitled MS with a major in Special Education at UNO.

EXPLANATION: The only difference between the MA and MS in Special Education is the final requirement; the MA requires a thesis and MS students are required to pass a comprehensive exam. To avoid student confusion, only the MS degree will be offered and it will have a thesis and non-thesis option. Any students pursuing the MA degree already have changed or will change to the MS degree with the thesis option. No new students are being accepted into the MA degree.

This proposal has been reviewed by the Council of Academic Officers. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$0

SOURCE OF FUNDS: Not applicable. No new resources will be required.

SPONSORS: B.J. Reed
Senior Vice Chancellor for Academic and Student Affairs

John Christensen, Chancellor
University of Nebraska at Omaha

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: June 30, 2016

TO: The Board of Regents Addendum VII-B-1

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request

RECOMMENDED ACTION: Approve the FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request guidelines.


EXPLANATION: The University of Nebraska's 2017-19 state appropriation biennial operating budget request plans to seek state support for core University operations and strategic initiatives. The requests are required to be submitted to the Coordinating Commission for Postsecondary Education (CCPE) by August 15, 2016 and the Governor and Legislature by September 15, 2016.

Additional details and rationale are attached.

SPONSORS: Chris Kabourek
Assistant Vice President and Director of Budget and Planning

David E. Lechner
Senior Vice President | CFO

RECOMMENDED:



Hank M. Bounds, President
University of Nebraska

DATE: July 11, 2016

UNIVERSITY OF Nebraska

Pioneering new frontiers.

2017-18 and 2018-19 State Appropriation Request Guidelines

Proposal to the Board of Regents
July 22, 2016

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Executive Summary

University of Nebraska President Hank Bounds has identified four cornerstones for success that will allow the university to distinguish itself in today's increasingly competitive higher education world. Pursuit of the four cornerstones – related to students, research, partnerships, and people – will advance strategic priorities of the Board of Regents, meet the expectations Nebraskans have for their university, and position NU to become a giant in higher education.

The State of Nebraska and its public university enjoy a long and productive working relationship and we are grateful to policymakers for their support of affordable, quality higher education in Nebraska. State appropriations, which along with tuition revenue fund the day-to-day operations of the university, are vital to our ability to keep costs affordable for students and families while advancing initiatives that serve Nebraskans. We also recognize that the state has limited resources to allocate to its many priorities. Our goal is to be a partner in navigating the challenging fiscal environment while not losing Nebraska's competitive advantage.

Thus, the biennial operating budget request for 2017-19 being brought to the Board of Regents for consideration strikes a balance between prudent, sustainable growth, and investments in priorities that will continue our momentum. The budget request supports each of President Bounds' cornerstones, including:

- A \$250,000 investment in student retention initiatives at UNK, so that we can continue to support timely degree completion in line with President Bounds' goal for the university to be the best place in the nation to be a student.
- A \$500,000 investment in the National Strategic Research Institute (NSRI), one of thirteen Department of Defense University Affiliated Research Centers in the nation, which combines the talents and resources of the four NU campuses to conduct research related to national security and defense.
- A \$500,000 investment in an applied information technology research Institute headquartered at UNO. This institute, which is still under development, will solve challenging and emerging information technology problems for industry and government.
- New funding to cover operating cost increases such as salaries and benefits, so that NU remains competitive in the marketplace for talent, as well as utilities and state of Nebraska building operating and maintenance expenses.

The higher education environment today is as competitive as it has ever been. The University of Nebraska is well-positioned to differentiate itself, thanks in part to a stable base of state support that allows NU to provide affordable excellence and fuel a \$3.9 billion annual impact on Nebraska's economy. The state's partnership is a key reason why we have been successful in preparing the future workforce, attracting and retaining talent, and conducting research and outreach that solves critical challenges facing Nebraska and the world. Most importantly, our partnership has allowed college to remain within reach for Nebraskans who want to take advantage of the many opportunities higher education provides. A continued partnership between the state and its public university will be necessary to advance our goal of becoming a giant in higher education, doing even more to serve students and people in Nebraska and around the world.

State Appropriation Request Summary

University of Nebraska

2017-19 Operating Budget Request to the State of Nebraska

	<u>2017-18 Request</u>	<u>2018-19 Request</u>	<u>Biennium</u>
Beginning State Appropriation	\$ 579,670,569	\$ 602,278,065	\$ 579,670,569
Requests:			
Salaries	14,741,000 2.4% **	15,095,000 2.4% **	29,836,000
Fringe benefits	2,137,000 2.4%	2,189,000 2.4%	4,326,000
Health insurance	5,333,000 8.2%	5,066,000 7.2%	10,399,000
Utilities	1,231,000 2.5%	1,262,000 2.5%	2,493,000
Workers Compensation	(706,124)	-	(706,124)
DAS Accounting Fees	(3,380)	-	(3,380)
New Building O&M			
UNMC Lincoln College of Nursing	-	417,210	417,210
UNO Biomechanics Research Addition	-	257,000	257,000
UNO First Data Building	500,000	400,000	900,000
UNO Strauss PAC Addition & Renovation	-	215,000	215,000
National Strategic Research Institute	250,000	250,000	500,000
Applied IT Research Institute	250,000	250,000	500,000
UNK Student Retention	125,000	125,000	250,000
Yeutter Institute	(1,250,000)	-	(1,250,000)
Total Increases	<u>22,607,496</u>	<u>25,526,210</u>	<u>48,133,706</u>
University State Appropriation Request	<u>602,278,065</u>	<u>627,804,275</u>	<u>627,804,275</u>
% Change	3.9%	4.2%	
2016 Legislative Intent Language (Approved by Legislature in 2015-17 Biennium)			
UNMC Global Center for Advanced Interprofe	3,000,000	-	3,000,000
FINAL STATE APPROPRIATION	<u>\$ 605,278,065</u>	<u>\$ 630,804,275</u>	<u>\$ 630,804,275</u>
% Change	4.4%	4.2%	

Assumptions:

**Salaries: 2.4% per Department of Administrative Services (DAS) state budget instructions (PLACEHOLDER)

Fringe benefits: 14.5% of salary increase (retirement, FICA, unemployment, etc.)

Health insurance: increases per actuary (Milliman) recommendations

Utilities: 2.5% based on annual compounded growth rate of utility expenses university wide from 2010 to 2015

Workers Compensation and DAS accounting fee rates established by the Department of Administrative Services

New building O&M: Campus estimates

Yeutter Institute: the State's one-time funding for endowed chairs goes away in 2017-18

Details and Rationale

Compensation

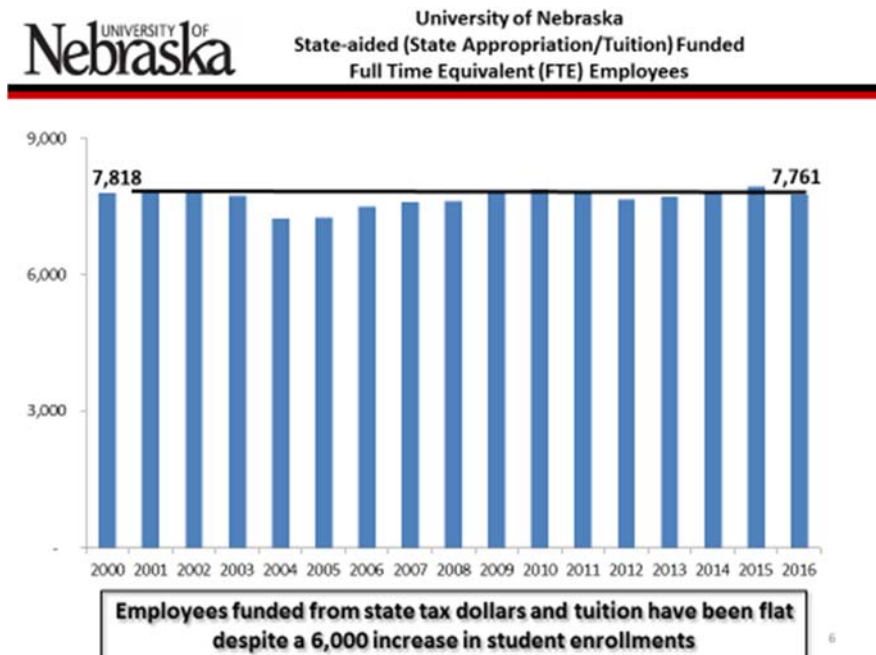
Salaries, Wages and Benefits

Like most universities, personnel costs are the largest expenditure component of our budget, accounting for over 80% of the expenses in our state-aided budget (supported by state tax dollars and tuition). Thus, compensation strategy is a key priority for the University. In order to recruit and retain talented faculty and staff who are responsible for carrying out the university's missions of teaching, research and service, the University of Nebraska must provide compensation at a level that allows us to be competitive in the global marketplace.

Per the Department of Administrative Services biennial budget instructions, a 2.4 percent salary pool is included as a placeholder. These placeholder estimates will be revised after collective bargaining contracts are negotiated. The increase in the salary base is multiplied by a factor of 14.5% to cover the cost of associated fringe benefits (FICA, retirement contributions, etc.).

Although compensation is the primary cost component of our budget, as the chart below demonstrates, the number of University of Nebraska full-time equivalent employees funded from state and tuition dollars has declined over the past 15 years. If we were to factor in the additional 6,500 enrollment growth increase since 2000, the number of employees per student has decreased significantly since 2000.

While we are always looking for ways to operate more cost-effectively and efficiently, the facts demonstrate that the University is doing more teaching, research and outreach with fewer employees funded from state general funds and tuition.



Health Insurance

The University of Nebraska offers a preferred provider (PPO) "self-insured" health plan providing medical, dental, and pharmacy coverage to its employees. Most employers the size of the University are self-insured for medical coverage as it gives them more control over plan design. In addition, any 'profits', typically built into insurance company prices, are retained by the plan and its participants.

The University utilizes the expertise of the following outside vendors to assist in the administration of the plan:

<u>Entity</u>	<u>Description of Service Provided</u>
BlueCross BlueShield of Nebraska	Third party administrator for medical and dental claims
CVS Caremark	Third party administrator for pharmacy claims
Wells Fargo	Trustee
Milliman	Independent actuaries – provide projections used to set

Premiums charged to both the employer (University) and employees are designed to cover the plan's projected claim costs plus administrative expenses. Any potential changes in premiums, which become effective on January 1, are established by University management each fall after analyzing Milliman's actuarial expense projections, which are based on a combination of University internal experience along with Milliman's book of business experience.

Milliman has projected increases of approximately 8 and 7 percent will be required for the plan in 2018 and 2019. Given these projections are based on 2015 and three months of 2016 claim expenses, the University and Milliman will rerun the actuary models later this fall when more complete 2016 data is available. **The University will revise its health insurance projections at that time if necessary.**

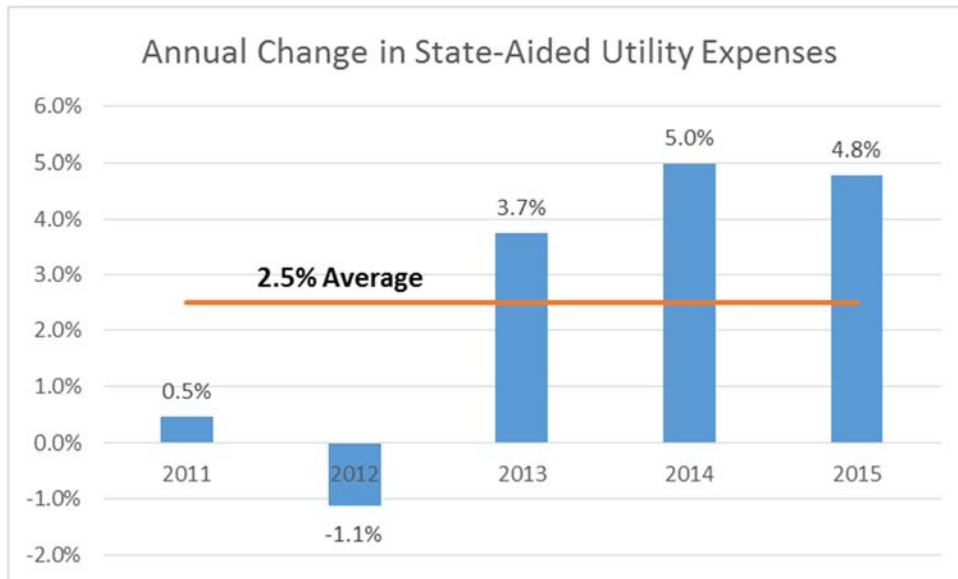
While a three month premium holiday was provided to both the employer and employee in fiscal year 2016, this one-time strategy, in consultation with Appropriation Committee leadership, was utilized to bring down the plan's reserve balances to targeted levels and utilize the funding for one-time capital deferred maintenance projects. The projected premium increases during the next biennium were not influenced by the premium holiday strategy, as premium increases would have been required regardless given the one-time nature of reserve balances vs. the recurring nature of claim expenses.

Core Operations

Utilities

The University engaged local energy providers (Lincoln Electrical System, Omaha Public Power District, Metropolitan Utilities District, Nebraska Public Power District, etc.) in discussions about potential future rate increases. While increases differ by locality, cost pressures are particularly being seen in the Omaha utility market.

The University is including a very modest 2.5 percent increase for each year of the biennium. While commodity prices are difficult to project and can fluctuate widely, University utility expenses have grown on average (compounded) 2.5 percent from 2010 to 2015.



State of Nebraska DAS Charges: Workers Compensation and DAS Accounting Fees

Worker Compensation and DAS Accounting fees are charged to all state agencies by the Department of Administrative Services (DAS). Per the 2017-19 biennial budget instructions provided by DAS, the University will realize a significant reduction to its workers compensation assessment and a very small decrease to its DAS Accounting fee assessment in fiscal year 2018.

Building Operating and Maintenance

Operating and maintenance support is vital in that adequate maintenance extends the life of these State of Nebraska assets and contributes to the utilization of the new/renovated space. Adequate support for operations, maintenance, utilities and staffing will result in clean and functional work areas, and help minimize future deferred maintenance issues.

The list of new or significantly renovated facility projects (and the associated operating and maintenance requirements) anticipated to be completed during the fiscal year are shown below. Funding is used to support the operations, maintenance, and utilities for these structures.

	<u>2017-18 Request</u>	<u>2018-19 Request</u>	<u>Biennium</u>
New Building O&M			
UNO Biomechanics Research Addition	-	257,000	257,000
UNO First Data Building	500,000	400,000	900,000
UNO Strauss PAC Addition & Renovation	-	215,000	215,000
UNMC Lincoln College of Nursing	-	417,210	417,210

Strategic Investments

National Strategic Research Institute

The National Strategic Research Institute (NSRI) at the University of Nebraska is one of thirteen University Affiliated Research Centers in the nation. The NSRI is amongst an elite group of research centers associated with U.S. universities providing critical defense solutions.

Established in 2012, NSRI is engaged in a long-term strategic partnership with our Department of Defense (DoD) sponsor, United States Strategic Command (USSTRATCOM).

The National Strategic Research Institute provides mission-essential research and development capabilities for USSTRATCOM as well as other DoD components and federal agencies focused on combating weapons of mass destruction.

Drawing on the expertise and resources of all four NU campuses, the National Strategic Research Institute maintains five core competencies for the combating weapons of mass destruction mission:

- Nuclear detection and forensics
- Detection of chemical and biological weapons
- Passive defense against weapons of mass destruction
- Consequence management
- Space, cyber and telecommunications law

The National Strategic Research Institute receives funding from project sponsors through contracts generated from our sole-source contract with USSTRATCOM, as well as other direct contract vehicles and grants.

As the state's only public university, we have a responsibility to lead in addressing significant challenges of the day, including national security. But we can't do it alone. We will do it working side-by-side with our partners, including our neighbor, USSTRATCOM, and our partners at the Capitol. The \$500,000 request of state investments, combined with federal and university support, would provide the NSRI with resources to position it for growth over the next several years in areas of strengths for Nebraska that play an important role in keeping our nation safe.

Applied Information Technology Research Institute

A university-wide applied information technology research Institute is currently under development and will be headquartered at the University of Nebraska at Omaha. The Institute proposes to:

- Identify market-driven applied research domains with potential for near, mid and long-term payoff to promote workforce development and commercialization opportunities for Nebraska.
- Solve challenging and emerging information technology problems for industry and government, including:
 - Cyber security for Industrial Control Systems
 - Modeling, simulation and visualization for high-risk industries
 - Data science and analytics for critical decision making
- Integrate, consolidate and mature applied information research for technology transfer to industry and business startups

UNK Student Retention Initiatives

The University is requesting a \$250,000 investment in student retention initiatives at UNK, so that we can continue to support timely degree completion in line with President Bounds' goal for the university to be the best place in the nation to be a student. The new funds would be utilized to provide enhanced access and success initiatives at UNK which may include:

- Staff to support students transferring to UNK from community colleges
- Loper Advantage Scholarships
- Professional advising staff and operating support
- Increased capacity of the Thompson Scholars/Kearney Bound! programs
- Transfer and recruiting materials
- Support for implementation of best practices and policies to promote student success and timely degree completion

Legislative Designations

Yeutter Institute

One million two hundred fifty thousand dollars was appropriated to the University in both 2014-15 and 2015-16 to support endowed chairs for the Yeutter Institute for International Trade and Finance. The \$2.5 million of state investment was matched by private funds. The University's biennial request reflects this funding commitment will end in fiscal year 2017-18.

There is included in the appropriation to this program \$1,250,000 General Funds for FY2015-16 and \$1,250,000 General Funds for FY2016-17 for the Yeutter Institute for International Trade and Finance. It is the intent of the Legislature that funds appropriated for the Yeutter Institute for International Trade and Finance shall be used, administered, and invested in such manner as the Board of Regents of the University of Nebraska shall determine. Funds appropriated shall be used to support endowed chairs which shall be held, managed, and invested as authorized by section 72-1246 with only the income therefrom expended for the endowed chairs. The budget administrator of the budget division of the Department of Administrative Services shall allot \$1,250,000 General Funds for FY2015-16 and \$1,250,000 General Funds for FY2016-17 to the Board of Regents of the University of Nebraska for the Yeutter Institute for International Trade and Finance upon evidence provided by the board that \$1,250,000 for FY2015-16 and \$1,250,000 for FY2016-17 in private funds have been received by the board for this institute.

UNMC Global Center for Advanced Interprofessional Learning

Two million dollars was appropriated to the University during the 2015-17 biennium for the Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center. An additional \$3 million (\$5 million total) of funding for the operation and maintenance of the Global Center was earmarked in LB 956 passed during the 2016 session. \$1.5 million will be utilized for the operation and maintenance of the building, while the other \$1.5 million will be utilized for programming (salaries, operating, etc.) of the simulation and Virtual Immersive Reality (VIR) center.

Sec. 36. It is the intent of the Legislature to provide a total of \$5,000,000 General Funds for FY2017-18 and a total of \$5,000,000 General Funds for FY2018-19 for the operation and maintenance of the Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center.

TO: The Board of Regents Addendum VII-B-2

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: FY 2017-18 and FY 2018-19 Nebraska College of Technical Agriculture State Appropriation Biennial Operating Budget Request

RECOMMENDED ACTION: Approve the FY 2017-18 and FY 2018-19 Nebraska College of Technical Agriculture Biennial Operating Budget Request guidelines.

EXPLANATION: The Nebraska College of Technical Agriculture's 2017-19 state appropriation biennial operating budget request plans to seek state support for core University operations. The requests are required to be submitted to the Coordinating Commission for Postsecondary Education (CCPE) by August 15, 2016 and the Governor and Legislature by September 15, 2016.

A summary of the NCTA request is included on the next page. Please see the University of Nebraska's biennial request agenda item for details and rationale on core operating needs.


SPONSORS:

Ron Yoder
Interim Vice President and Vice Chancellor in the Institute of Agriculture and Natural Resources

Chris Kabourek
Assistant Vice President and Director of Budget and Planning

David E. Lechner
Senior Vice President | CFO

RECOMMENDED:



Hank M. Bounds, President
University of Nebraska

DATE: July 11, 2016

State Appropriation Request Summary

**Nebraska College of Technical Agriculture
2017-19 Operating Budget Request to the State of Nebraska**

	<u>2017-18 Request</u>	<u>2018-19 Request</u>	<u>Biennium</u>
Beginning State Appropriation	\$ 3,398,163	\$ 3,525,163	\$ 3,398,163
Requests:			
Salaries	62,000 2.4%	64,000 2.4%	126,000
Fringe benefits	9,000 2.4%	9,000 2.4%	18,000
Health insurance	29,000 8.2%	28,000 7.2%	57,000
Utilities	11,000 2.5%	11,000 2.5%	22,000
General Operations	16,000 2.5%	16,000 2.5%	32,000
Total Increases	127,000	128,000	255,000
University State Appropriation Request	3,525,163	3,653,163	3,653,163
% Change	3.7%	3.6%	

Assumptions:

Salaries: 2.4% per state budget instructions (PLACEHOLDER)

Fringe benefits: 14.5% of salary increase (retirement, FICA, unemployment, etc.)

Health insurance: increases per actuary (Milliman) recommendations

Utilities: 2.5% based on annual compounded growth rate of utility expenses university wide from 2010 to 2015

General Operations: 2.5% inflationary increase estimated

TO: The Board of Regents Addendum VII-B-3
Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Construction Management at Risk project delivery method for the New University Village Student Housing at the University of Nebraska at Kearney.

RECOMMENDED ACTION: Approve the use of Construction Management at Risk project delivery method for the New University Village Student Housing at the University of Nebraska at Kearney.

PREVIOUS ACTION: February 25, 2016 – The Board of Regents Business Affairs Committee approved the intermediate design report for University Village Student Housing at UNK.

August 6, 2015 - The Board of Regents approved the selection of Holland Basham Architects to provide design consultant services for the University Village Student Housing at UNK.

April 10, 2015 – The Board of Regents approved the Program Statement and Budget for the University Village Student Housing at UNK.

EXPLANATION: The recent public bids on this project provided the University with a bid result that was almost \$3.5 million over the construction budget and the estimated construction amount from three independent estimators. Therefore, the University of Nebraska at Kearney is requesting approval for the use of the Construction Management at Risk project delivery method for this project. Should the Construction Management at Risk method not prove beneficial in bringing the project within the approved budget, other options will be explored in conjunction with the Board.


The project delivery method was reviewed and recommended for approval by the Business Affairs Committee.

Proposed start of construction October 2016
Proposed completion of construction April 2018

PROJECT COSTS: \$16,000,000

SOURCE OF FUNDS: Revenue Bond Proceeds \$12,000,000
Surplus Fund Contribution 4,000,000
\$16,000,000

SPONSORS: Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED: 

Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: June 27, 2016

TO: The Board of Regents
Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Two-Year Contract for Canvas and Turnitin for the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve a two-year contract with Unizin for the purchase of Canvas and approve a two-year contract with Turnitin for the University of Nebraska-Lincoln

PREVIOUS ACTION: June 12, 2015 – The Board of Regents approved a three-year license agreement with Blackboard Inc. for the Learning Management System.

EXPLANATION: Over the past two years, UNL has been assessing alternatives to Blackboard for its Learning Management System (LMS) solution and Canvas has emerged as its choice for the future.

Canvas is a modern, mobile-friendly, cloud-based learning management system that leading institutions nationwide are rapidly adopting. Eleven of the other fifteen member institutions in the Big Ten's Academic Alliance (formerly the CIC) are in various states of using, adopting and piloting Canvas.

UNL worked with all of the University of Nebraska campuses and drew from the experiences of its CIC peers in evaluating Canvas. The evaluation process, including a formal Request for Information (RFI) in Fall 2014, in which all four campuses and NU Online Worldwide participated, clearly favored Canvas. Based on this, UNL decided to pilot Canvas during the 2015-16 academic year. UNL informed all the NU system campuses of this pilot and invited them to participate to the extent they deemed appropriate. The three other campuses chose not to formally offer courses in Canvas during the pilot phase, but asked to be kept informed of the results. The University of Nebraska at Omaha and the University of Nebraska at Kearney are now considering formal pilots of their own.

The feedback from faculty and students during the UNL pilot was overwhelmingly positive and the UNL Faculty Senate Information Technology and Services Committee has formally endorsed the transition from Blackboard to Canvas. Canvas' ease of use, modern interface, mobile compatibility, and open access to real-time student data will significantly enhance the teaching and learning experience and provide student analytics in support of our retention and graduation rate efforts.

In order to have a successful migration and to allow the other NU campuses to benefit from the transition and deployment experience, UNL intends to support both Canvas and Blackboard for the 2016-17 and

2017-18 academic years. CIC and other peers have shared their experiences and best practices and support a two-year transition plan, particularly given that the campus has been using Blackboard since 1998.

UNL Costs. The purchase of Canvas will be made through Unizin. Unizin, per their website, is “a consortium of like-minded institutions facilitating the transition toward collaborative digital education. Our mission is to improve the learning experience by providing an environment built on collaboration, data, standards, and scale.” (<http://unizin.org>) UNL is entering the second year of its membership in Unizin at a cost of \$350,000 per year for the first three years. Costs of membership beyond the three year period are unknown.

The contract with Unizin for the Canvas product provides for a two-year initial term for a total cost of \$755,281, including \$49,127 for implementation. This price does not include the costs of analytic tools.

As UNL deploys Canvas, it also seeks to add a state of the art antiplagiarism tool called Turnitin that will support efforts to improve student writing skills and protect academic and research integrity. The proposed two-year cost is \$175,860.

Estimated UNL costs for Canvas and Turnitin:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>Two Year Total</u>
License	\$194,353	\$246,406	\$440,759
24/7 Support	38,871	49,281	88,152
Tier I Support	78,904	78,904	157,808
Training	19,435	-	19,435
Implementation	<u>49,127</u>	<u>-</u>	<u>49,127</u>
Subtotal	380,690	374,591	755,281
Unizin membership	350,000	350,000	700,000
Turnitin	<u>175,860</u> *	<u>-</u>	<u>175,860</u>
Total	<u>\$906,550</u>	<u>\$724,591</u>	<u>\$1,631,141</u>

*Represents two-year cost paid in advance

Estimated University Wide Costs. It is important for all campuses to be on the same learning management platform. If the other campuses were to move to the Canvas product, the estimated additional cost is estimated to be would be \$448,742 and \$430,915 for fiscal 2017 and 2018 respectively. If a “system membership” were obtained from Unizin at an estimated cost of \$100,000 per year in addition to UNL’s current membership, the cost of the Canvas product would be an estimated \$267,684 and \$385,375.

Piloting Canvas by the other campuses does not require a Unizin membership and costs an estimated \$15,000 for each 12 month pilot involving up to 400 students.

Assuming University-wide adoption and a system membership, pro-forma Canvas and Turnitin costs (based on \$4 per student) would be:

	<u>FY 2017</u>	<u>FY 2018</u>	<u>Two Year Total</u>
Total UNL	\$906,550	\$724,591	\$1,631,141
Campus costs:			
Unizin	100,000	100,000	200,000
Canvas	267,684	385,375	653,059
Turnitin	<u>84,000</u>	<u>84,000</u>	<u>168,000</u>
Total	<u>\$1,358,234</u>	<u>\$1,293,966</u>	<u>\$2,652,200</u>

For comparative purposes, the cost of Blackboard for fiscal 2017 and 2018 (not including analytic software) are \$429,871 each year for UNL with a cost to the system of \$1,001,955 per year. The Blackboard product pricing includes a competitive product to Turnitin called SafeAssign.

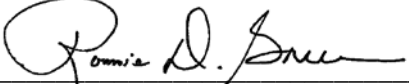
The contract terms were reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$1,631,141

SOURCE OF FUNDS: State Funds

SPONSOR: Marjorie Kostelnik
Interim Senior Vice Chancellor for Academic Affairs

RECOMMENDED:



Ronnie Green, Chancellor
University of Nebraska-Lincoln

DATE: June 27, 2016

SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** (“SPA”) is entered into between **Turnitin, LLC** (“Turnitin”) and [**University of Nebraska, Lincoln**] (“Institution”) and is made as of the date acknowledged and agreed to below (“Effective Date”).

PRICING: Institution shall pay a **Service fee** (“Fee”) in the total amount of **\$175,860.00 US**** for a Turnitin [Campus] License (including OriginalityCheck, GradeMark and Integration with Canvas for up to [22,000] students for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited Originality Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty, (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

TERM: (24) months commencing on the Activation Date (8/20/16 – 8/19/18), which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is [**August**] [**20**], **2016**.)

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/turnitin-training-terms-and-conditions, and this SPA:

-Online Training [Dedicated Institutional Training]

ACKNOWLEDGED AND AGREED, as of _____, 2016:

TURNITIN, LLC

By: _____

By: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

2101 Webster St., Suite 1800
Oakland CA 94612

Billing Address: _____

Billing Email Address: _____

UNIVERSITY OF NEBRASKA

ADDENDUM #1 TO THE SERVICES PRICING AGREEMENT

This Addendum # 1 ("Addendum") to the Services Pricing Agreement ("SPA"), entered into between the Board of Regents of the University of Nebraska for and on behalf of the **University of Nebraska-Lincoln** ("University") and **Turnitin LLC**, ("Undersigned") is made as of the Effective Date of the SPA. The following items are hereby incorporated into the SPA and will take precedence over any conflicting terms.

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

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

1. **Assignment.** The SPA is non-assignable and non-transferrable, except that the Undersigned may assign the SPA in the event of acquisition, merger, corporate reorganization or similar change of control event. In such an event, the assigning party shall make reasonable efforts to notify the other party of the assignment, subject to confidentiality obligations. Otherwise, any attempt by either party to assign its obligations hereunder shall be void.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
3. **Indemnification.**
 - a. Indemnification by University. TO THE EXTENT ALLOWED BY NEBRASKA STATE LAW, University shall defend and indemnify the Undersigned and hold it and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the Indemnified Parties as a result of any claim, judgment, or adjudication related to or arising from the University's breach of its obligations under the SPA. To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give the University prompt written notice of any claim; and (ii) allow the University to control, and fully cooperate with the University in, the defense and all related negotiations. The University shall have no obligations to indemnify the Undersigned under this section to the extent the claim arises from the Undersigned's failure to provide the Services in accordance with the SPA.
 - b. Indemnification by the Undersigned. TO THE EXTENT ALLOWED BY NEBRASKA STATE LAW, the Undersigned shall indemnify, defend, and hold University harmless from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses incurred by the University as a result of any claim by a third party that (i) the University's licensed use of the Services, as permitted hereunder, infringes the U.S. patent or copyrights of the third party; (ii) the Undersigned has violated any state or federal privacy law relating to information provided by the University hereunder; or (iii) relates to or arises from the Undersigned's breach of its obligations under the SPA. To qualify for such defense and payment, the University must: (i) give the Undersigned prompt written notice of a claim; and (ii) allow the Undersigned to control, and fully cooperate with the Undersigned in, the defense and all related negotiations. The Undersigned shall have no obligation to indemnify University under this section to the extent the infringement claim arises from (i) any content or other intellectual property provided by the University or any other third party, including third party content contained in the Source Database; or (ii) the University's failure to use the Services in accordance with the SPA.
4. **Work Status Verification.** The Undersigned and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
5. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party specifically warrants and represents that it is not included on the Debarment List. The Party further agrees that should it be included on the Debarment List at the time the contract is signed, or at any time during which it performs its contractual obligations pursuant to the

contract, such listing shall be considered a material breach of the contract between the University and the Undersigned.

6. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended), as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Undersigned to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
7. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA)**. If applicable, the Undersigned shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
8. **Section 503**. If applicable, the Undersigned shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors to employ and advance in employment qualified individuals with disabilities.
9. The estimated total dollar amount is: \$175,860.00.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Addendum as of this ____th day of _____, 20__.

The Board of Regents of the University of Nebraska (the University)

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Turnitin, LLC (the Undersigned)

Signature: _____

Date: _____

Printed Name: Chris Caren

Title: **Chief Executive Officer**

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

Service Addendum for Canvas

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin Member Master Services Agreement (“**MSA**”) dated April 30, 2016 by and between the Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and The Board of Regents of the University of Nebraska (“**University**”) on behalf of the University of Nebraska-Lincoln, a public body corporate (“**Member**”). Unizin and Member are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.” The Service Addendum is entered into and made effective as of _____ (the “**Effective Date**”), by and between the Parties.

RECITALS

WHEREAS, Unizin has entered into a Services Agreement with Instructure, Inc. (“**Instructure**”) dated as of May 23, 2014, as amended (the “**Services Agreement**”) to provide Unizin with the right to contract directly with Member and enable Instructure to deliver certain services of Instructure (the “**Services**”) to Member; and

WHEREAS, the Parties mutually desire to enter into this Service Addendum to enable Instructure to deliver the Services to Member, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree to the terms and conditions set forth below.

1. General.

(a) This Services Addendum is governed by the terms of the MSA. Capitalized terms used but not defined in this Services Addendum shall have the meanings ascribed to them either in the MSA or in the Services Agreement, unless separately defined herein, except that (i) “Service Addendum” shall have the equivalent meaning ascribed to the term “UMAAC” in the Services Agreement, and (i) the term “Member Data” used in this Service Addendum shall have the meaning ascribed to the term “Unizin Participant Data” as defined in the Services Agreement.

(b) Exhibits A through H and J through M from the Services Agreement, and all of Instructure’s obligations and restrictions with respect to performance and provision of Services for Member and all of Member’s rights set forth in the Services Agreement, including, but not limited to, Standard Implementation Services and Premium Support Services, are incorporated into the Service Addendum by reference as if set forth fully herein.

2. Services

(a) The Services to be provided to Member hereunder are: The Instructure Platform, the Instructure software, and the additional services, (known as CANVAS).

(b) Subject to the terms and conditions of this Service Addendum and the Services Agreement, Unizin grants Member for the duration of the Unizin Participant Term: (i) a limited, nonexclusive, nontransferable, nonsublicenseable worldwide right to access and use, and permit and enable Users to access and use, the Services; (ii) the right appoint Administrators to manage access to and use of the Instructure Platform; (iii) the right to permit and enable Users to access and use the Documentation provided in connection with the use of the Services; and (iv) the right to use the API and any

Documentation (Instructure shall provide Member with all Documentation reasonably necessary for appropriate and full use of Services). This right is conditioned on Member's payment of all applicable Fees and compliance with this Service Addendum. Instructure shall begin a deployment call for the Services to Member and shall complete implementation of the Services in the timeframe specified in Exhibit D of the Services Agreement that is applicable to the type of implementation services described herein.

(c) The fees payable by Member to Unizin hereunder are: Year 1- \$380,690 Year 2- \$374,591. Additional detail regarding the following Services and fees is set forth on the Services Order Form, attached hereto and incorporated herein as Exhibit "A."

Year 1

License: \$194,353

24/7 Admin Support: \$38,871

Tier 1 Support: \$78,904

Training: \$19,435

Non-Recurring Costs: \$49,127

Total: \$380,690

Year 2

License: \$246,406

24/7 Admin Support: \$49,281

Tier 1 Support: \$78,904

Total: \$374,591

(d) The Service Addendum Term is: 07/01/2016-6/30/2018; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement.

3. Third Party Links and Third Party Services Disclaimer. The Instructure Platform may contain links to third party web sites (including without limitation, links provided by instructors of Instructure) or may access third party services (including without limitation, turnitin.com and Google Docs). Member agrees and acknowledges that such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.

4. Restrictions. To the maximum extent permitted under Applicable Law and except as otherwise set forth in this Service Addendum or the Services Agreement, Member shall not, directly or through others: (a) commercially exploit the Services by marketing, licensing, selling, distributing, or transferring the Services to a third party; (b) disassemble, reverse engineer or decompile the Instructure Software or any other software used by Instructure to provide the Instructure Platform, or prepare derivative works from any component of the Services, or attempt to discover any portion of the source code or trade secrets therein; (c) sell, lend, rent, give, assign or otherwise transfer the Services; (d) provide access to the Services to any unauthorized user or third party; (e) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services or (f) reverse engineer the API or use it in a manner (in each case, as reasonably determined by Instructure) that constitutes excessive or abusive usage.

5. Disclaimers.

(a) OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO INSTRUCURE ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUCURE NOR ANY OTHER PERSON PROVIDES ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THIS SERVICE ADDENDUM, INCLUDING WITH RESPECT TO THE SERVICES, AND INSTRUCURE HEREBY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO MEMBER, EXCEPT AS OTHERWISE PROVIDED IN THE SERVICE ADDENDUM OR IN THE SERVICES AGREEMENT. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(b) FOR THE AVOIDANCE OF DOUBT, UNIZIN IS NOT PROVIDING THE SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES OF ANY KIND, TO MEMBER IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THIS SERVICE ADDENDUM, AND THEREFORE, UNIZIN MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH OR UNDER THE SERVICES AGREEMENT AND THE SERVICE ADDENDUM INCLUDING WITH RESPECT TO THE SERVICES AND ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF THE SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO MEMBER. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

(c) For the purpose of further clarification, and notwithstanding anything to the contrary express or implied herein, Member acknowledges that all references, representations, warranties and covenants made in the Services Agreement or herein (including in any Exhibits attached hereto), whether express or implied, concerning in any way Instrucure and/or any of the Services, are made by Instrucure alone and not by or in conjunction with Unizin. Member shall inform Users that the Services are being provided by Instrucure.

6. Indemnification Procedure. Member shall give prompt written notice to Instrucure and Unizin of the existence of any Claim for which Member expects Instrucure to fulfill Instrucure's obligations under Section 7.1 of the Services Agreement, provided that failure to do so shall not be deemed a breach of the Service Addendum or relieve Instrucure of its indemnity obligation if failure to give prompt written notice does not prejudice Instrucure's defense of the applicable Claim. Instrucure shall, to the extent consistent with Governing Law (as defined in Section 13(l)), have full and complete control over the defense and settlement of any such Claim at its own expense and with its own counsel, provided that Instrucure will not enter into any settlement agreement that admits fault on the part of Member or that requires Member to make any payment. Member shall, upon prior reasonable written request of Instrucure and at Instrucure's cost and expense, provide reasonable assistance to Instrucure in connection with the defense and settlement of any such Claim. In addition, Member shall have the right to participate in such defense at its own expense and with its own counsel.

7. Limitation of Liability.

(a) Notwithstanding anything to the contrary contained herein, in no event shall Unizin have any liability to Member for any actions, omissions, representations or warranties of Instructure (which also includes any Instructure Contractors/Agents), including for any breach or alleged breach by Instructure of, or any failure of Instructure to fulfill any of its obligations under, this Service Addendum or the Services Agreement. In the event of any such breach or alleged breach by Instructure of this Service Addendum or the Services Agreement, or any claims relating to any other actions, omissions, representations or warranties of Instructure (which also includes any Instructure Contractors/Agents), Member's sole remedy shall be to pursue a claim directly against Instructure in respect thereof, and Member irrevocably and forever waives any right to bring any such claims against Unizin.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF INSTRUMENT FOR A BREACH BY INSTRUMENT OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUMENT, NOR ANY OF ITS OR THEIR AFFILIATES, AGENTS OR CONTRACTORS, NOR ANY OF THE FOREGOING'S PARTNERS, PRINCIPALS, AGENTS, SERVANTS, PERSONNEL, OFFICERS OR DIRECTORS, SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES ARISING IN CONNECTION WITH THIS SERVICE ADDENDUM OR THE SERVICES AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE FOREGOING LIMITATION ON LIABILITY SHALL, HOWEVER, ALSO NOT BE APPLICABLE TO INSTRUMENT'S INDEMNITY OBLIGATIONS UNDER THE SERVICES AGREEMENT.

(c) To the extent permitted by Applicable Law, the liability of each Party to the other under and/or in connection with this Service Addendum and the Services Agreement, and the liability of Instructure to Member under this Service Addendum and the Services Agreement, in respect of any Section 10.3 Event (as defined in the Services Agreement) shall, irrespective of the number of claims, actions, demands, suits or proceedings arising out of or related to a Section 10.3 Event be limited as set forth in this Section 7(c), except as otherwise set forth in Section 7(d). In the case of Unizin's liability to Member under this Service Addendum or the Services Agreement in respect of a Section 10.3 Event, Unizin's liability shall be limited to the amount that Member is required to pay Unizin for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 10.3 Event. In the case of Member's liability to Unizin under this Service Addendum in respect of a Section 10.3 Event, except for any Fees owed by Member to Unizin, Member's liability shall be limited to the amount that Member is required to pay Unizin under this Service Addendum for the applicable Services during the twelve (12) month period ending on the date of the occurrence of the applicable Section 10.3 Event. The monetary limitations on liability contained in this Section 7(c) shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

(d) Notwithstanding the foregoing:

(i) As to Member, to the extent permitted by Governing Law and without waiver of sovereign immunity, if applicable, such monetary limitations shall be limited to three (3) times the otherwise applicable cap with respect to the liability of Member for: (A) personal injury or death caused by Member's negligence or that of its employees within the scope of their employment or that of Member Contractor/Agents within the scope of their agency or retention by the Member; (B) fraudulent misrepresentation by Member; and (C) damages to tangible property awarded by a court of final adjudication that are caused by the Member's gross negligence or willful misconduct or that of its

employees within the scope of their employment or that of Member Contractor/Agents within the scope of their agency or retention.

(ii) Notwithstanding anything to the contrary contained in this Service Addendum, Member's exclusive remedy and Instructure's sole obligation for breach of the Service Level Commitment will be for Instructure to provide credits as provided in Exhibit C to the Services Agreement.

(e) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL ANY OF THE OFFICERS, TRUSTEES, DIRECTORS, PARTNERS, BENEFICIARIES, JOINT VENTURERS, MEMBERS, STOCKHOLDERS OR OTHER PRINCIPALS OR REPRESENTATIVES OF EITHER PARTY OR INSTRUMENT, DISCLOSED OR UNDISCLOSED, THEREOF, EVER BE PERSONALLY LIABLE TO THE OTHER PARTY OR INSTRUMENT (INCLUDING FOR DIRECT OR CONSEQUENTIAL DAMAGES), AND THE PARTIES AND INSTRUMENT HEREBY IRREVOCABLY AND FOREVER WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSONS. AS TO AN INDIVIDUAL PERSON, HOWEVER, THE FOREGOING SENTENCE WILL NOT APPLY TO AN INDIVIDUAL IN THE EVENT OF WILLFUL MISCONDUCT OR FRAUD BY SUCH INDIVIDUAL.

(f) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL UNIZIN OR INSTRUMENT HAVE ANY LIABILITY TO MEMBER FOR THE ACTS OR OMISSIONS OF ANY USERS.

(g) THE LIMITATIONS IN THIS SECTION 7 APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND IRRESPECTIVE OF WHETHER ANY CLAIM IS MADE DURING OR AFTER THE SERVICE ADDENDUM TERM.

8. Proprietary Rights. This Service Addendum does not give Member any rights, implied or otherwise, to any data, content, or intellectual property of Unizin or Instructure, except as may be expressly stated in this Service Addendum or the Services Agreement. This Service Addendum does not give Unizin any rights, implied or otherwise, to any data, content, or intellectual property of Member nor does it give Unizin any rights to use any trademarks or logos of Member, except as specifically set forth herein.

9. Confidential Information.

(a) All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 9, as to Member's obligations, "Protected Entity" or "Protected Entities" shall mean Unizin and Instructure, and as to Unizin's obligations, "Protected Entity" or "Protected Entities" shall mean Member. Each Party shall use commercially reasonable efforts to prevent the disclosure of the Protected Entities' Confidential Information to third parties (but with respect to Unizin, for the purposes of this provision, Instructure shall not be deemed a third party) by taking steps at least as protective as those the Party takes to protect its own Confidential Information. Each Party shall use the Protected Entities' Confidential Information only for purposes of fulfilling its obligations under this Service Addendum and the Services Agreement, shall notify any Protected Entity promptly upon discovery of any unauthorized use or disclosure of such Protected Entity's Confidential Information and in the case of any unauthorized use or disclosure, cooperate with the Protected Entity to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it. Member further agrees to not disclose the terms of the Services Agreement to any third party that is not a Unizin Member unless (i) required by law (as discussed below), (ii) as necessary to protect its legal rights, (iii) if such information becomes public through other sources, or (iv) as otherwise permitted in connection with

disclosure of Confidential Information under this Section. The existence of this Service Addendum is not confidential.

(b) Upon a Party's receipt of a Legal Request in respect to any Confidential Information of a Protected Entity, the Party receiving the Legal Request will attempt to redirect the requesting third party to the applicable Protected Entity to acquire any Confidential Information of such Protected Entity. If such redirecting efforts are unsuccessful, and provided that the Party receiving the Legal Request is not prohibited by Applicable Law from doing so, such Party will, prior to disclosure in response to the Legal Request, provide as much advance notice as possible to the applicable Protected Entity, which notice will include, to the extent permitted by Applicable Law, a copy of the Legal Request received by that Party. The Party receiving the Legal Request will thereafter respond to the Legal Request on or around the last day permitted pursuant to the Legal Request except that if the Protected Entity has taken successful legal steps (e.g., motion to quash or motion for protective order) to delay, stop or limit the response to the Legal Request, the Party receiving the Legal Request will not respond until and unless required to do so, or will respond only to the extent required on or around the last day permitted pursuant to the Legal Request, whichever is applicable. Notwithstanding the foregoing, Member may respond to the Legal Request prior to the period on or around the last day permitted pursuant to the Legal Request, if deemed necessary by Member under the circumstances.

(c) Notwithstanding anything to the contrary in this Service Addendum or the Services Agreement, any Member that is a state or governmental entity agrees to protect from disclosure, to the extent reasonably allowable by Applicable Law, all Instructure Confidential Information received under or in connection with this Service Addendum or the Services Agreement that is considered a trade secret under Applicable Law or that is a Redacted Provision under the Services Agreement.

(d) The confidentiality obligations of Unizin and Member set forth above shall survive for a period of five (5) years after the expiration or earlier termination of this Service Addendum, unless a longer period of time is required by Applicable Law, and shall not be deemed to in any way limit any confidentiality obligations set forth in the Services Agreement. During such five (5) year period and continuing for a period of forty-five (45) days thereafter, upon written request of the disclosing Party, the receiving Party will return or destroy the Confidential Information of the Protected Entity without retaining any copies thereof, with any destruction confirmed in writing by the receiving Party.

(e) Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01), as may be amended, as of January 1, 2014, all agencies, boards, commissions, and departments of the state of Nebraska, including the University of Nebraska, are required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be made available by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of Unizin to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.

10. Press Release; References.

(a) To the maximum extent permitted by Applicable Law, and except as provided in the next sentence with respect to Unizin and in Section 10(b) below, neither of the Parties nor Instructure shall have the right to make or issue, or otherwise intentionally cause to be made or issued, any public comments, public statements, press releases or the like, regarding this Service Addendum without the prior written consent of the other Party and Instructure or, in the case of Instructure, without the prior

written consent of the Parties, provided, that, in either case, such prior written consent shall not be unreasonably withheld. Notwithstanding the foregoing, Unizin shall have the right (i) to publicly disclose in a press release or public statement or otherwise that Member has agreed to receive the Services from Instructure, and (ii) in connection therewith, subject to Member's style guidelines, to display Member's supplied logo on the website of Unizin and any marketing materials pre-approved in writing by Member.

(b) For the avoidance of doubt, Section 10(a) is not meant to restrict Instructure and Unizin's or Member's respective rights under Sections 1.11 and 14.8 of the Services Agreement.

11. Termination.

(a) If either Party commits a material breach or default in the performance of such entity's obligations under this Service Addendum or, in the case of Member, Instructure commits a material breach or default of its obligations, or fails to fulfill any of its obligations, under this Service Addendum or the Services Agreement, the aggrieved entity shall have the right to give the breaching or defaulting entity written notice of breach or default, including a statement of the facts relating to the material breach or default. If the material breach or default is not cured within forty-five (45) days (or twenty (20) days in the event the material breach or default is non-payment) after the breaching or defaulting entity's receipt of such notice (or such later date as may be specified in such notice), the aggrieved non-defaulting entity, at its option, shall have the right to elect to terminate this Service Addendum on written notice to the other entities at any time thereafter while the breach or default remains uncured.

(b) Each Party shall have the right to terminate this Service Addendum in whole or in part by giving the other a written notice of termination in the event: (i) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (ii) a petition under the Bankruptcy Code is filed by the other Party; or (iii) a petition under the Bankruptcy Code is filed against the other Party and the other Party has not secured a dismissal of such petition within sixty (60) days after the petition is filed against the other Party.

(c) If the Services Agreement or the MSA terminates or expires, all obligations of Unizin under this Service Addendum, other than Unizin's confidentiality obligations, shall immediately cease and the corresponding Service Addendum shall be deemed to immediately terminate.

(d) Whenever a Party has an express right to terminate this Service Addendum, unless expressly stated otherwise, such Party shall not incur any liability to the other Party or Instructure solely as a result of such termination. No refunds (including any pro rata refunds) will be provided in connection with any termination unless, and then only to the extent, Unizin receives a corresponding refund from Instructure in connection with Member.

(e) Upon termination of this Service Addendum for any reason, any and all liabilities accrued prior to the Effective Date of the termination shall survive.

12. Data Transfer upon Termination or Expiration.

(a) No later than three (3) business days prior to the expiration or earlier termination of the Service Addendum Term, Member shall contact Instructure and inform Instructure whether to (i) disable Member's Account(s) and promptly Securely Delete the Member Data, or (ii) retain Member Data in Member's Account(s) (the account features and functionality of which shall then be limited to data retrieval features and functionality) for the Retention Period so that Member may extract the data using

the API, or if Member elects to not utilize the API, it may also extract the data in any other reasonable manner.

(b) If Member does not make an election under Section 12(a) in a timely manner (i.e., if Member fails to make an election under Section 12(a) at least three (3) business days prior to the expiration or earlier termination of the Service Addendum Term), Member shall not be deemed in breach of this Service Addendum and Member shall be deemed to have elected option (ii) under Section 12(a) such that Instructure shall retain the Member Data in accordance with option (ii) under Section 12(a). If Member elects, or is deemed to elect, option (ii) under Section 12(a) and requires the assistance of Instructure in connection therewith, Member shall reimburse Instructure for any applicable reasonable costs.

(c) On the Deletion Date, Instructure shall disable the applicable Member's Account(s) and Securely Delete the Member Data. Commencing on the Deletion Date, Member shall not be able to extract the Member Data from Member's Account(s).

(d) With respect to any Legal Request served on Member for which Member intends to respond, Member may access, copy and/or remove for itself Member Data using the API. If Member is unable to access Member Data using the tools (which include the API) and Documentation provided by Instructure, then, upon request, Instructure will, at a reasonable cost to Member, provide commercially reasonable assistance to enable Member to obtain for itself and access, copy and/or remove the Member Data for any and all purposes relating to Services Agreement or this Service Addendum, including in connection with Section 3.5 of the Services Agreement.

13. Miscellaneous.

(a) Fees and Invoices.

(i) The terms and conditions governing Member's obligations to pay the applicable fees for the receipt of the Services are set forth in the MSA. Failure to timely pay such fees in connection with the Services as set forth in the MSA shall constitute a material breach of this Service Addendum.

(ii) Pursuant to the Services Agreement, Unizin will generally receive one invoice setting forth the Total Amount of Fees due from all then-current Members. Notwithstanding the foregoing, Unizin shall have the right to calculate the amount of Fees for which Member is individually responsible and invoice Member for such amount of Fees in accordance with the MSA.

(b) Forwarding Information.

(i) Pursuant to Section 3.1.2 of the Services Agreement, Instructure has an obligation to forward to Unizin a report annually providing certain information regarding any education and service-based research conducted by Instructure based on Member Data. Unizin shall forward any such reports received from Instructure to Member within thirty (30) days of receipt.

(ii) Pursuant to Section 14.22 of the Services Agreement, Instructure has the obligation to flow down certain sections of the Services Agreement to any Instructure Contractor/ Agent who may have access to Education Records protected under FERPA and to promptly notify Unizin of the name of any such Instructure Contractor/Agents and describe the functions they will serve relative to such Education

Records. Within thirty (30) days after receiving such information described in the immediately preceding sentence, Unizin shall forward such information to Member.

(c) **Features.** Pursuant to Section 3.9 of the Services Agreement, Instructure may from time to time offer Members additional features or functionality of the Instructure Platform. However, Member shall have the right to recommend features and functionalities to Instructure and Instructure shall consider incorporating them into the Instructure Platform.

(d) **Terms of Service.** Access and use of the Instructure Platform and Instructure Software by a User is contingent upon such User complying with the Terms of Service.

(e) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that (i) this Service Addendum has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Service Addendum except, with respect to Unizin, from Instructure to the extent required by the Services Agreement; and (iii) the execution, delivery and performance of this Service Addendum does not violate the terms or conditions of any other agreement to which it is a Party or by which it is otherwise bound.

(f) **Contractual Relationship.**

(i) The Parties are entering into this Service Addendum as independent contracting parties. This Service Addendum shall not be construed to create an association, agency relationship, joint venture or partnership between the Parties or between either of the Parties and Instructure or to impose any partnership liability upon any Party or Instructure. No officer, director, employee, Affiliate, agent or subcontractor retained by Instructure to perform work on Member's behalf under this Service Addendum shall be deemed to be an employee or agent of Unizin or Member.

(ii) Instructure shall be deemed a third party beneficiary of this Service Addendum with respect to Member only (and not with respect to Unizin), and then with respect to Member only in connection with enforcing the obligations of Member or bringing claims against Member under this Service Addendum. Therefore, without limiting any of Unizin's rights (including its rights to bring a claim based on a breach or alleged breach of this Service Addendum by Member), in the event of a breach or alleged breach of this Service Addendum by Member, Instructure shall have the right to assert and pursue claims for breach of contract directly against Member, subject to the other terms and conditions of the Service Addendum. For the avoidance of doubt, and notwithstanding the foregoing, Instructure does not have the right to assert third party beneficiary rights against Member in connection with breaches of the Service Addendum by Member that only harm Unizin and not Instructure. Notwithstanding the foregoing, Instructure shall not be deemed a third party beneficiary of either the Unizin Operating Agreement or the body of the Unizin MSA or any other addendum to such Unizin MSA (except for this Service Addendum) and shall have no rights thereunder, and then as to this Service Addendum only to the extent otherwise expressly set forth above in Section 13(f) of this Service Addendum.

(iii) Member shall be deemed a third party beneficiary of the Services Agreement to the extent set forth therein. As a result, Member shall have the right to enforce the terms of the Services Agreement against Instructure, subject to the other terms and conditions of the Service Addendum. Notwithstanding the foregoing, Member hereby forever waives and relinquishes in favor of Unizin, and agrees not to assert, any claim it may have against Unizin under or in connection with or arising out of the Services Agreement (including any third party beneficiary claim against Unizin in connection with the Services Agreement). If the foregoing waiver by Member is held to be invalid under Applicable Law by a court of

competent jurisdiction, then Unizin's liability to Member in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 7 above.

(iv) Unizin shall have the right to use Unizin Contractor/Agents to perform any of its obligations or to act on behalf of Unizin. All actions of Unizin Contractor/Agents in connection with this Service Addendum are attributable to Unizin for all purposes under this Service Addendum. For the avoidance of doubt, Instructure (which, for the avoidance of doubt, includes Instructure Contractor/Agents) is not considered to be Unizin Contractor/Agents for purposes of this Service Addendum. Member shall have the right to use independent contractors, subcontractors, or other non-employees ("**Member Contractor/Agents**") to perform any of its obligations or to act on behalf of Member. All actions of Member Contractor/Agents in connection with this Service Addendum are attributable to Member for all purposes under this Service Addendum.

(g) **Notices.** Any notice or other communication under this Service Addendum given by any Party or Instructure to the others shall be in writing and shall be effective upon delivery when: (i) delivered in person; or (ii) sent via email for such Party or Instructure with a confirmation telephone call, in each case specifically referencing a notice given under this Service Addendum, provided, however, that a copy of any notice asserting a material breach or default or terminating this Service Addendum shall also be delivered in writing by overnight courier. All notices shall be addressed as set forth below (or to such changes of address of which one Party or Instructure notifies the others in accordance with the foregoing). Notices must be addressed to:

To Member:

University of Nebraska-Lincoln
c/o Vice Chancellor, Business & Finance
307 Canfield Admin Bldg
Lincoln, NE 68588-0425

With (copies) to:

University of Nebraska
Office of Vice President and General Counsel
3835 Holdrege Street
Lincoln, NE 68583

To Unizin:

Amin Qazi, Chief Executive Officer
Unizin, Ltd.
720 Brazos Street
Suite 810
Austin, Texas 78701

With (copies) to:

Craig A. Gilley, Esq.
Mintz Levin Cohn Ferris Glovsky and Popeo PC
701 Pennsylvania Ave, NW
9th Floor
Washington, DC 2004

(h) Non-waiver. The failure of either Party to insist upon or enforce strict performance of any of the provisions of this Service Addendum or to exercise any rights or remedies under this Service Addendum shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall remain in full force and effect.

(i) Assignment. Except as expressly provided in the remainder of this Section 13(i), neither Party nor Instructure shall directly, indirectly, by operation of law or otherwise assign all or any part of this Service Addendum or its rights hereunder or transfer its obligations hereunder. Notwithstanding the foregoing, each Party and Instructure shall have the right to assign or transfer all of its rights or obligations under this Service Addendum (i) to an Affiliate or (ii) in connection with a merger or a sale of all or substantially all of its assets or stock (and then only to the merged or purchasing entity), provided that in the event of assignment under either (i) or (ii), such assignee/transferee agrees to be bound by the terms and conditions of this Service Addendum. Subject to Instructure's approval rights set forth in Section 14.6 of the Services Agreement, Unizin shall also have the right to assign or transfer all of its rights or obligations under this Service Addendum to any Person to whom the Unizin Board requires, through a validly passed corporate resolution, Unizin to assign this Service Addendum. Any assignment or delegation to the contrary in this Section 13(i) shall be deemed void from inception. Subject to the foregoing restrictions, this Service Addendum shall be fully binding upon, inure to the benefit of, and be enforceable by the Parties and Instructure and their respective successors and permitted assigns. This Section 13(i) is not intended to limit either Party's rights or obligations under Section 13(f)(iv) herein or Instructure's or Unizin's similar rights under the Services Agreement. Notwithstanding any other provisions hereof, no assignee will be an entity that is debarred from doing business with any state or federal entity; connected to organized crime; on a government "excluded persons" list; associated with sales of illegal drugs, alcohol, tobacco, firearms, gambling, adult entertainment or adult entertainment products; or otherwise engaged in or associated with activities that would be likely to harm the another party's reputation.

(j) Integration. This Service Addendum, including all Exhibits, which are incorporated herein by reference, together with any other Exhibits, which may hereafter be attached hereto in accordance with the terms of this Service Addendum, and all applicable terms of the Services Agreement in effect on the date the Service Addendum is executed, constitutes the entire agreement, and supersedes any and all prior agreements, whether written or oral, between the Parties with regard to the subject matter hereof. This Service Addendum shall not be amended or modified except by a writing signed by both Parties. Headings used herein are for convenience only and shall not have any separate legal effect. For the avoidance of doubt, and without limiting the foregoing, notwithstanding anything to the contrary in any "Member Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a Member in connection with this Service Addendum, or the subject matter therein ("Member Purchase Order") will have the effect of adding to, modifying or deleting any of the terms of this Service Addendum, or otherwise altering the obligations or rights of the Parties or Instructure as set forth in this Service Addendum or the Services Agreement unless such Member Purchase Order is signed by Unizin and this Section is expressly referenced and waived by Unizin, and

then only to the extent expressly waived therein, in which event any addition, deletion or other modification to this Service Addendum will only be as expressly set forth in such Member Purchase Order executed by Unizin. In the event of any conflict between the provisions of this Service Addendum, the provisions of the MSA, and such Member Purchase Order executed by Unizin, the following order of precedence shall apply: 1) the provisions contained in this Service Addendum; 2) the provisions contained in the MSA; and 3) the provisions contained in the Member Purchase Order.

(k) Severability. If any provisions of this Service Addendum shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Service Addendum shall not be affected thereby and shall remain in full force and effect.

(l) Governing Law; Dispute Resolution. This Service Addendum and the rights and obligations of the Parties and Instructure hereunder shall be governed by the law of the state in which Member's main campus is located ("**Governing Law**"), without reference to choice of law principles. Any disputes arising out of or related to this Service Addendum shall be brought only in courts of competent jurisdiction in the state in which Member's main campus is located, following good-faith efforts by the Parties and, if applicable, Instructure, to negotiate a resolution. Member, Unizin and Instructure hereby submit to the sole and exclusive jurisdiction of such courts, waiving the objection to the propriety or convenience of such venues.

(m) Survival. The provisions of this Service Addendum that by their nature are continuing shall continue in full force and effect and shall bind the Parties and Instructure beyond any termination, cancellation or expiration of this Service Addendum, except as prohibited by Applicable Law.

(n) Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Service Addendum due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be temporarily excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence; provided, that the affected Party resumes performance as soon as it is reasonably able to do so and that the affected Party (i) provides the other Party prompt notice of the nature and expected duration of the event, (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (iii) provides periodic notice of relevant developments, and (iv) provides prompt notice of the end of such event.

(o) No Drafting Presumption. Each Party and Instructure acknowledges that it and its counsel have been given an equal opportunity to review the terms and conditions of this Service Addendum and agrees that this Service Addendum shall not be construed either in favor of or against either Party or Instructure by virtue of the extent of the Parties' or Instructure's involvement in preparing or reviewing this Service Addendum.

(p) Good Faith. The Parties and Instructure shall act in good faith with respect to each provision of this Service Addendum and any dispute that may arise related hereto.

(q) Counterparts; Signature by Electronic Means. This Service Addendum may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one single agreement between the Parties. A signature delivered by electronic means, facsimile, or a PDF shall be considered an original for purposes of this Service Addendum.

(r) INSTRUCTURE IS HEREBY DESIGNATED AS A "SCHOOL OFFICIAL" BY MEMBER, AS SUCH TERM IS USED IN SECTION 3.2 OF THE SERVICES AGREEMENT.

In witness whereof, the Parties have executed this Service Addendum as of the Effective Date.

ACCEPTED AND AGREED:

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the ___ day of _____, 2016.

Member

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

Attest: _____
Carmen K. Maurer
Corporation Secretary

By: _____
Hank M. Bounds
President

Unizin, Ltd.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
SERVICES ORDER FORM
(See Attached)

INSTRUCTURE

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Services Order Form

Order #: Q-00233-9
Date: 7/5/2016

Customer Information

Customer	UNIZIN	Contact	Amin Qazi
Address	720 Brazos St Suite 810	Phone	(512)-640-6100
City	Austin	Email	amin.qazi@unizin.org
State/Province	TX	Billing Contact	Amin Qazi
Zip/Postal Code	78701	Billing Phone	(317) 721-7059
Country	United States	Billing Email	amin.qazi@unizin.org

Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2016	6/30/2017	22,892	USD 8.49	USD 194,353 ✓
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2016	6/30/2017	1	USD 38,871.00	USD 38,871 ✓
Tier 1 Support	User	Support	7/1/2016	6/30/2017	22,544	USD 78,904.00	USD 78,904 ✓
Canvas Subscription Training - Annual Unlimited	% of Subscription	Training	7/1/2016	6/30/2017	1	USD 19,435.00	USD 19,435 ✓
Year 1 Sub-Total							USD 331,563
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2017	6/30/2018	22,544	USD 10.93	USD 246,406 ✓
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2017	6/30/2018	1	USD 49,281.00	USD 49,281 ✓
Tier 1 Support	User	Support	7/1/2017	6/30/2018	22,544	USD 78,904.00	USD 78,904 ✓
Year 2 Sub-Total							USD 374,591
Total							USD 706,154

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Course Migration	Per Course	Migration			4,000	USD 4,000.00	USD 4,000 ✓
White Glove Migration	Per Event	Migration			1	USD 21,653.00	USD 21,653 ✓

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Onsite Training (1 Day)	Per Each	Training			1	USD 5,000.00	USD 5,000 ✓
Standard Implementation	Per Implementation	Implementation			1	USD 10,000.00	USD 10,000 ✓
Authentication Setup	Per Each	Implementation			1	USD 157.90	USD 158 ✓
SIS Setup	Per Hour	Implementation			1	USD 157.90	USD 158 ✓
Site Branding Setup	Per Each	Implementation			1	USD 157.90	USD 158 ✓
Dedicated Test Cluster	Per Month	Professional Services			12	USD 8,000.00	USD 8,000 ✓
Year 1 Sub-Total							USD 49,127
Total							USD 49,127

Grand Total:	USD 755,281.00
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Canvas

Deliverables

Access to unlimited instructor-led online training for up to 20 named users for 90 days from contracted date.

Two-hour remote webinar on administrating Canvas, for LMS administrators.
Instructs LMS Admins in how to configure the administrative settings in Canvas. Participants learn how to manage users, sub-accounts (domains), courses, and enrollments, as well as how to organize courses, manage users and permissions, and create shared content that can be used by teachers.

One-hour remote webinar on support functions in Canvas, for local support staff.
Teaches local support personnel how to troubleshoot problems and support end users. Participants will learn how to utilize Canvas documentation, interact with the user community, and effectively use the help ticketing system.

Canvas Fundamentals for Faculty is delivered in 2 parts:
Part 1 & Part 2 – Provides Teachers with an overview of basic Canvas functionality, including account settings, notification preferences, messaging students, uploading files, editing pages, customizing the course navigation, and building assignments. Participants also learn the basics of quizzes, discussions, analytics, and grading. This will be delivered in two 90-minute sessions.

As needed, your implementation will include the following:

Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.

Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.

Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.

Access to guides, public courses, and best practices documentation.

Documented best practices for driving high Canvas adoption and usage.

Canvas FTE

Description

FTE means the number of full-time equivalent students calculated in accordance with the definition published by the Integrated Postsecondary Education Data System.

FTE means the number of full-time equivalent students, as declared by the applicable Unizin Participant, as long as a reputable and published source exists that supports such declaration (such as the Integrated Postsecondary Education Data System or IPEDS) and includes the five percent (5%) mark-up reflected by clause (iii) in Section 4.2 of the Agreement referred to as "Incidental Use".

Payment Terms: UNIZIN agrees to pay to Instructure the applicable fees set forth on this order form. Initial payment comprises first Year 1 plus Non-Recurring. Subsequent years are as documented.

For each term Year, Instructure will invoice Customer 30 days prior to the beginning of such term and UNIZIN shall, within thirty (30) days of receipt of an invoice from Instructure, generate and deliver to each Unizin Participant an invoice that specifies the Total Amount that is due from that Unizin Participant. With respect to each Unizin Participant, UNIZIN shall pay to Instructure the annual Total Amount due for the Services provided to such Unizin Participant, within sixty (60) days of the date of UNIZIN receives the invoice setting forth such Total Amount from Instructure.

Duration: This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement. There are no refunds except as expressly provided in the Customer Agreement.

Terms: This order is governed by the terms of the Services Agreement between UNIZIN and Instructure (Agreement), which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the Agreement, the Service Agreement governs. This order and the Agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. Any terms used in this order but not defined, will use the definitions in the Agreement.

All trainings are invoiced immediately and expire 12 months from the contract date. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

The price associated with the order form is only available if executed no later than **7/31/2016**

Notes

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions or terms and conditions of the Customer's initial order form which govern this order form.

UNIZIN / University of Nebraska-Lincoln

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

Instructure, Inc.

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

TO: The Board of Regents
Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Architectural Design Consultant selection for the Morrill Hall 4th Floor Redevelopment project at the University of Nebraska at Lincoln.

RECOMMENDED ACTION: Approve the selection of Kenneth Hahn Architects to provide design consultant services for the Morrill Hall 4th Floor Redevelopment at the University of Nebraska at Lincoln.

PREVIOUS ACTION: June 12, 2015 – The Board of Regents approved the Program Statement and Budget for the Morrill Hall 4th Floor Redevelopment project at UNL.

EXPLANATION: A selection committee consisting of the Assistant Vice President and Director of Facilities Planning and Management, three internal representatives including two members from the UNL Museum, and one from UNL Facilities, as well as three external members including representatives from the City of Omaha, Nebraska State Historical Society and the Nebraska Army National Guard recommended Kenneth Hahn Architects to provide architectural design consultation services for Morrill Hall 4th Floor Redevelopment project. The firm was selected from four firms submitting proposals on the project. A contract will be negotiated within the amount included in the overall approved project budget for design services of \$1,150,000.

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

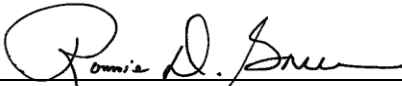
Proposed start of construction	July 2017
Proposed completion of construction	June 2018

PROJECT COSTS: \$1,150,000 (A/E fees per original budget – not to exceed)
\$11,433,000 (total project)

SOURCE OF FUNDS: Trust Funds (private donations)

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

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

RECOMMENDED: 
Ronnie Green, Chancellor
University of Nebraska at Lincoln

DATE: June 27, 2016

TO: The Board of Regents
Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Sole source purchase of an ultra-fast, ultra-stable Regenerative Laser Amplifier System at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the sole source purchase of a Regenerative Laser Amplifier System at the University of Nebraska-Lincoln.

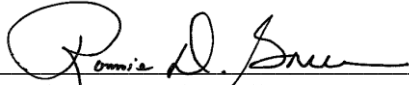
PREVIOUS ACTION: None

EXPLANATION: The recommended ultra-fast, ultra-stable Regenerative Laser Amplifier System will be used in the UNL Electrical and Computer Engineering department for laser enabled material science experiments. Coherent is the only supplier of a system using uncoated Brewster laser cut rods, which produce the best specifications for this research and are less susceptible to damage. The Coherent System's oscillator also contains no moving parts, reducing down time for adjustments and cleaning.

PROJECT COST: \$480,616

SOURCE OF FUNDS: Federal Funds

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

RECOMMENDED: 

Ronnie Green, Chancellor
University of Nebraska-Lincoln

DATE: June 27, 2016

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

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Sale of a parcel of land to Nebraska Medicine to provide a site for the construction of an Integrated Service Center.

RECOMMENDED ACTION: Approve the sale of a parcel of land to Nebraska Medicine to provide a site for the construction of Nebraska Medicine's Integrated Service Center.

PREVIOUS ACTION: None.

EXPLANATION: *Board of Regents Policy RP- 6.2.3.7* requires approval by the Board of Regents prior to disposal of real property of the University having a market value in excess of \$250,000. *Regents Policy 6.2.3.9* allows the Board of Regents to approve a method of disposal other than sealed bid or public auction.

The parcel is legally described as Lot 2, Marcy's Subdivision (which will be administratively replatted to sell the south half to Nebraska Medicine.) Olsson & Associates is preparing a new subdivision plat to create the new parcel to be sold to Nebraska Medicine.

The entire block was purchased in September, 2012, for use as employee parking. The appraisal was updated for purposes of this sale which reflects a current value of \$2,050,000 for the entire property. The sale price for the half being sold to Nebraska Medicine equals 50% of this value. UNMC has not utilized the entirety of the site for parking and this sale to Nebraska Medicine will not impact the campus master plan.

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

PROJECT COST: \$1,025,000

SOURCE OF FUNDING: N/A

ONGOING FISCAL IMPACT: N/A

SPONSOR: Deborah L. Thomas
Interim Vice Chancellor for Business and Finance

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 27, 2016



Subject Property

Cancer Center Site

Pacific Street

Mason Street

Field Club Trail

Marcy Street

42nd Street

41st Street

40th Street

Lavenworth Street

Home Institute Building

Truhlsen Eye Institute Construction Site

39th Street

Jones Street

Student Life Center

Maurer Public Health

Quincy Avenue

Sorrell Center

College of Pharmacy

College of Nursing

Wittson Hall

Liled Transplant

Durham Research Towers

Parking Lot 4



Proposed Property Sale



REAL ESTATE PURCHASE AGREEMENT

(3921 Mason Street)

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2016, by and between The Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center ("Seller"), and the Nebraska Medical Center d/b/a Nebraska Medicine, a Nebraska nonprofit corporation ("Buyer").

RECITALS

A. Seller owns the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as 3921 Mason Street, Omaha, Nebraska and legally described as:

Lot 2, Marcy Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (the "Seller Property").

B. Buyer desires to purchase, and Seller desires to sell, that portion of the Seller Property comprised of the south one-half of the block constituting the Seller Property (the "Property"), which sale shall first require the Seller Property to be subdivided to create a conveyable parcel of the south one-half of the Seller Property.

In consideration of the mutual covenants and agreements of the parties recited herein, it is mutually agreed as follows:

1. **Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, together with any other adjacent gaps or gores owned by Seller adjacent to the Property as may be revealed by the Survey, and easements and servient estates appurtenant thereto, free and clear of all liens, leases, and encumbrances, but with reservations and exceptions as follows:

- A. Title shall be taken subject to any restrictive covenants, easements, mineral rights, reservations or conditions of record, which do not restrict Buyer's ability to use the Property for its intended purposes; and
- B. Title shall be taken subject to restrictions, conditions and limitations which are not timely objected to in writing or otherwise deemed to have been approved or accepted by Buyer under the terms of this Agreement (collectively, "Permitted Encumbrances").

The legal description of the Property shall be finalized pursuant to the subdivision of the Seller Property, as provided in Paragraph 10(a) below, and upon approval of such subdivision, the new legal description shall be substituted for the legal description contained herein

2. **Price and Payment.** Buyer agrees to pay Seller a total purchase price of One Million Twenty Five Thousand and No/100 Dollars (\$1,025,000.00) (the

“Purchase Price”), as follows:

- A. **Earnest Deposit.** Within 5 days of execution of the Agreement by Seller, Buyer shall pay the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (the “Earnest Deposit”) to be held by the Title Company (defined below) in accordance with the terms of this Agreement. If the conditions precedent described in Paragraph 10 below are not satisfied prior to the Closing Date, the Earnest Money Deposit shall be refunded to Buyer.
- B. **Closing Payment.** The balance of the Purchase Price, which is the sum of One Million Fifteen Thousand and No/100 Dollars (\$1,015,000.00), shall be due on the Closing Date subject to the allocation of expenses.

3. **Title.** At the closing, Seller will execute and deliver to Buyer a special warranty deed (the “Deed”) conveying the Property in fee simple free and clear of all liens, encumbrances, encroachments, and special assessments levied or assessed, or special assessment districts that have been created and ordered constructed, as of the date of this Agreement, and subject only to the Permitted Encumbrances.

4. **Closing Costs.** Buyer and Seller agree to retain TitleCore National Title Insurance Company as the escrow closing agent (“Title Company”) to close this transaction and shall execute the Title Company’s agreement upon reasonable request. Buyer and Seller shall each pay one-half (1/2) of the cost of such escrow closing service. The Title Company shall prepare the Deed on behalf of the Seller. Seller shall pay the Nebraska Documentary Stamp tax relating to this transfer, if any, and the costs of filing the Deed. Each party shall pay its own attorney fees.

5. **Title Insurance.** Within fifteen (15) days following completion of the subdivision of the Seller Property, as described in Paragraph 10(a) below, Buyer shall obtain a title insurance commitment for the Property, issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller and in accordance with the terms and conditions of this Agreement. Seller and Buyer shall each pay one-half (1/2) of the expense of the title insurance policy insuring Buyer for its ownership of the Property for the amount of the Purchase Price. The title insurance commitment shall also confirm the legal description of the Property contained in paragraph 1 above.

Buyer shall approve or disapprove title to the Property within fifteen (15) days after receipt of the title insurance commitment and the ALTA/ACSM Land Title Survey obtained by Buyer as part of its due diligence investigation (the “Survey”). If any objection or defect in title is discovered during the examination of the title commitment and the Survey by Buyer, Buyer shall furnish Seller with written notice of such objections and defects. It shall not be an objection to title that the Seller Property needs to be subdivided since subdivision is a condition precedent to closing under paragraph 10 below. Seller shall have a reasonable time to cure such objections and defects and Seller shall bear the expense of curing the same, provided that all objections and defects shall be cured prior to the expiration of the Due Diligence Period. If efforts to cure any such defects fail, in Buyer’s sole discretion,

Buyer shall have the option to rescind this Agreement, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit. Any defect in title to which Buyer does not timely object, shall be deemed to have been approved or accepted by Buyer.

If the Title Commitment or Survey is materially amended or supplemented between the expiration of the Due Diligence Period and the Closing Date, the same procedures for review and objections which are set forth in this Paragraph 5 shall apply to new matters disclosed thereby, unless such new matters are caused by Buyer or Buyer's agents.

6. **Closing Date.** The Closing Date ("Closing Date") for the Property shall be within thirty (30) days after: (a) the expiration of the Due Diligence Period, as set forth in Paragraph 10 of this Agreement; and (b) the receipt of the approval by the Board of Regents as required by Paragraph 11 below, subject to mutual scheduling by Buyer and Seller.

7. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any leases or other claims to possession.

8. **Risk of Loss.** Risk of loss or damage to the Property shall rest with Seller until the Closing Date.

9. **Taxes.** The Property is exempt from taxation due to Seller's ownership, and should continue to be exempt from taxation during Buyer's ownership. If Buyer loses the tax exemption, it shall be responsible for the payment of all real estate taxes, with no proration being required.

10. **Conditions Precedent.** Buyer's obligation to close on the acquisition of the Property shall be conditioned upon satisfaction of these contingencies during the Due Diligence Period, as defined below:

A. **Subdivision.** The Property is currently part of a larger parcel identified herein as the Seller Property. Seller shall be responsible for engaging the engineer or surveyor to prepare the subdivision plat and for obtaining the approval of the City of Omaha with respect to such subdivision. Prior to submitting the preliminary subdivision plat to the City of Omaha, the Seller shall deliver to Buyer a copy of such plat for Buyer's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The new parcel to be created by the subdivision shall consist of the South One-half of the Seller Property. The cost of the preparation and approval of the subdivision shall be equally shared by Buyer and Seller. The boundary configuration of the final subdivision plat shall not materially vary from the boundary configuration of the preliminary subdivision plat, without Buyer's and Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

B. **Testing.** Buyer, and one or more independent engineers, surveyors, appraisers, consultants, specialists or firms chosen by

Buyer in its sole discretion, shall have the right to access the Property to conduct, at Buyer's cost, such inspections or tests as Buyer deems necessary, including, but not limited to, Phase I Environmental Site Assessment and any other environmental inspections. All such testing will be completed within the Due Diligence Period. Buyer shall restore the Property to the condition which existed prior to any such testing. If Buyer conducts any such testing, it shall indemnify and hold Seller harmless from and against any loss, claim, expense, or demand arising out of such inspection or testing (the "Losses"), provided, however, Buyer shall have no obligation to indemnify Seller for Losses arising from the negligence or willful misconduct of Seller, or the employees, agents, consultants, contractors or subcontractors of Seller.

- C. **Survey.** Buyer may obtain the Survey reflecting, among other things, the boundary legal descriptions, the quantities of land, and the locations of all easements on the Property. Buyer shall have the right to review and approve the Survey and specifically the locations and restrictions of the easements located on the Property.

Buyer shall have sixty (60) days from the execution hereof by Seller to satisfy the conditions of this Paragraph 10, such period being designated as the "Due Diligence Period". These conditions are for the benefit of Buyer and must be satisfied or waived before the Buyer is obligated to close on this transaction; provided, however, that condition (a) is for the benefit of both Buyer and Seller and must be satisfied before either party is obligated to close. If Buyer determines, in Buyer's sole discretion, that the conditions have not been satisfied, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Earnest Money Deposit and all interest accrued thereon shall be promptly returned to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement. Buyer's right to terminate shall include, but not be limited to, the failure of the appraised fair market value of the Property to equal or exceed the Purchase Price.

11. **Approval of the Board of Regents.** The signature of Buyer on this Agreement shall constitute an irrevocable offer of Buyer to purchase the Property from Seller upon the terms and conditions stated herein. This offer made by Buyer shall remain open for acceptance by Seller until the Board of Regents takes formal action with regard to the approval of this Agreement. Seller shall obtain the written approval of the Board of Regents of the University of Nebraska of this Agreement and the purchase contemplated herein at the Board of Regents regularly scheduled meeting next following the completion of the subdivision of the Seller Property, as described in Paragraph 10, above. If the Board of Regents does not approve this Agreement and the transaction contemplated herein at said meeting, the Earnest Money Deposit shall be remitted to Buyer. Buyer and Seller shall thereafter have no further obligation or liability to each other under this Agreement.

12. **Representations and Warranties.**

A. Seller represents and warrants to and covenants with Buyer as follows:

- (i) Seller is a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center, and is duly authorized to transact business in the State of Nebraska. Seller has all the requisite power and authority to own and operate the Property and, following the approval of the Board of Regents (as set forth in Paragraph 11 of this Agreement), shall have all the requisite power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.
- (ii) Seller has received no notice of any of the following, and to Seller's knowledge there are no actions or proceedings pending with respect to the Property and no actions or proceedings pending against Seller, which in any way materially adversely affect the Property, or Seller's ability to perform under this Agreement, as the case may be.
- (iii) To Seller's knowledge, there are no other contracts for the sale of the Property, options to purchase, rights of first offer, rights of first refusal, or other instruments, which affect or relate to the Property and would require Seller to convey all or a portion of the Property to a third party.
- (iv) With the exception of the approval of the Board of Regents (as set forth in Paragraph 11 of this Agreement), no consent of any third party is required for Seller to convey the Property to Buyer pursuant to the terms of this Agreement.
- (v) Seller has received no notice from any governmental authority of any proposed condemnation of any portion of the Property or of noncompliance with applicable codes, ordinances, regulations or laws.
- (vi) The entering into of this Agreement and the consummation of the transactions described herein will not constitute a violation or breach of any of the terms of any contract or other instrument to which Seller is a party or by which any of Seller's assets or property may be affected.

B. Buyer represents and warrants to and covenants with Seller as follows:

- (i) Buyer is a nonprofit corporation duly formed, validly existing and in good standing under the laws of the State of Nebraska and has all requisite power and authority to acquire the Property, to enter into this Agreement and to carry out the transaction contemplated hereby.

- (ii) There are not actions, proceedings or investigations pending involving Buyer which question the validity of this Agreement or adversely affect Buyer's ability to consummate the transactions contemplated by this Agreement.
- (iii) The execution, delivery and performance by Buyer of this Agreement will not violate, or constitute a default under, any provision of any agreement or other instrument to which Buyer is a party or by which Buyer or any of its property is bound.

13. **Default and Remedies.** In the event that Buyer fails to close on this transaction after all the conditions have been satisfied, Seller, as its sole and exclusive remedy, shall be entitled to a release of all the Earnest Deposit plus interest. The parties agree that such sum fairly represents the damage that would be occasioned by Seller in the event of a Buyer default. If Seller fails or refuses to close on the Closing Date following the approval by the Board of Regents, Buyer shall be entitled to specific performance of the terms of this Agreement.

14. **Lien Affidavit.** Seller shall execute on the Closing Date an affidavit on the Title Company's form which will remove all standard exceptions to Buyer's title insurance policy (excepting the standard survey exception which is only removable if Buyer obtains a survey), as may be required by the Title Company.

15. **Further Assurances.** Each undersigned party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

16. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. In construing this Agreement, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

17. **Assignment.** Buyer shall have the right, prior to closing, to assign this Agreement to a third party upon written notice to Seller of such assignment.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any effect whatsoever. This Agreement cannot be

modified or altered unless reduced to writing and consented to by all the undersigned parties.

19. **Notice and Demands.** Notice, demand, or other communication mandated to be given by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally. For such purposes, addresses for notice purposes are:

- A. Buyer: The University of Nebraska Medical Center
Attention: Deborah L. Thomas, Interim Vice
Chancellor for Business & Finance
986690 Nebraska Medical Center
Omaha, NE 68298-6680
- with a copy to: Thomas C. Huston
Attorney at Law
Cline, Williams, Wright, Johnson & Oldfather LLP
1900 US Bank Building
233 South 13th Street
Lincoln, NE 68508.
- B. Seller: The Nebraska Medical Center
Attn: President
987400 Nebraska Medical Center
Omaha, NE 68198-7400
- with a copy to: Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Attn: Howard F. Hahn, Esq.

20. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

21. **Headings.** All paragraphs and descriptive headings of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

22. **Waivers.** The waiver of any party of any breach or default by any other party under any of the terms of this Agreement shall not be deemed to be, nor shall the same constitute, a waiver of any subsequent breach or default on the part of any other party.

23. **Governing Law.** This Agreement shall be construed and enforced pursuant to the laws of the State of Nebraska.

24. **Severability.** If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein, unless such unenforceable provision materially affects any material covenants set forth herein.

25. **Brokerage Commission.** Each of the parties represents and warrants to the other that neither party dealt with, negotiated through or communicated with any broker in connection with this transaction. Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, losses, costs and expenses, including reasonable attorneys' fees, resulting from any claims that may be made against such party by any broker claiming a commission, finder's fee or other compensation by, through or under the other party. This Paragraph 24 shall survive closing.

26. **Dates for Performance.** Unless otherwise expressly provided herein, all periods for delivery or review and the like will be determined on a "calendar" day basis. If any date for performance, approval, delivery or closing falls on a Saturday, Sunday or legal holiday (state or federal) in the State of Nebraska, the time therefor will be extended to the next day which is not Saturday, Sunday or legal holiday.

[SIGNATURE PAGES TO FOLLOW]

"SELLER"

THE BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA, a
public body corporate of the State of
Nebraska and governing body of the
University of Nebraska Medical Center

Attest:

Carmen K. Maurer, Secretary

By: _____
Hank Bounds, President

STATE OF NEBRASKA)
)ss
COUNTY OF _____)

This ____ day of _____, 2016, before me, a notary public in and for said county and state, personally appeared Hank Bounds, President, and Carmen K. Maurer, Secretary, of the Board of Regents of the University of Nebraska, and acknowledged the execution thereof to be their voluntary act and deed.

Notary Public

RECEIPT OF EARNEST DEPOSIT

_____, the title company acting as the escrow agent of the Earnest Deposit, pursuant to the foregoing Real Estate Purchase Agreement, hereby acknowledges receipt of the sum of Ten Thousand and No/100 Dollars (\$10,000.00), and agrees to hold such Earnest Deposit pursuant to the terms of and conditions of the Real Estate Purchase Agreement.

"TITLE COMPANY"

By: _____
Manager

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

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Interlocal agreement with the City of Omaha to vacate the 40th Street right-of-way between Emile Street and Leavenworth Street.

RECOMMENDED ACTION: Approve the interlocal agreement with the City of Omaha to vacate the 40th Street right-of-way between Emile Street and Leavenworth Street.

PREVIOUS ACTION: January 30, 2015 – The Board of Regents approved the budget and associated construction of a skywalk to connect the Stanely M. Truhlsen Eye Institute to the Nebraska Medicine Lauritzen Outpatient Center.

EXPLANATION: The University of Nebraska Medical Center (UNMC) desires that the City of Omaha (City) vacate the 40th Street right-of-way between Emile Street and Leavenworth Street. The proposed right-of-way will become part of the pedestrian path within the campus. Vacation of 40th Street is critical to facilitate pedestrian traffic and safety of faculty, staff and students back to the main campus core.

The Interlocal Cooperation Agreement provides that upon the City's approval of the vacating of 40th Street, the following projects will be undertaken by UNMC:

1. Develop engineering plans for the project in accordance with the City of Omaha Standard Specifications, including a cost estimate for the project elements.
2. Submit a cost estimate to the Board of Regents of the University of Nebraska by not later than September 1, 2017.
3. Present engineering plans to the City for approval prior to the start of the elements.
4. Reimburse the City for the costs to address the impact of the 40th Street vacation when future traffic dictates.
5. Provide construction management support to the City when the project elements are implemented.
6. Obtain any right-of-way, easements, or other real property necessary for the Project including the right-of-way required for the turn lanes at the intersection of 42nd Street and Leavenworth.
7. Perform or hire the performance of the design and construction management of southbound, westbound, and eastbound right turn lanes at the intersection of 42nd and Leavenworth Streets when traffic warrants are met.

The elements of the project shall include:

1. The scope of the Project shall include the construction of southbound, westbound, and eastbound right turn lanes at the intersection of 42nd and Leavenworth Streets when traffic warrants are met.

2. Abandon or renovate the existing 8 inch sewer to allow vacation of 40th Street.

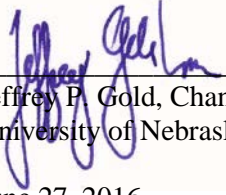
The proposed agreement was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$1,500,000

SOURCE OF FUNDS: Cash Funds

SPONSOR: Deborah L. Thomas
Interim Vice Chancellor for Business & Finance

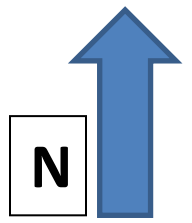
RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 27, 2016

UNMC Interlocal Agreement with City of Omaha



INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement “(Agreement)” is made and entered into by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center (“UNMC”), and THE CITY OF OMAHA, NEBRASKA, a municipal corporation (“City”).

RECITALS

- A. The Board of Regents is an instrumentality of the State of Nebraska which governs UNMC with its campus generally located between Dewey Street and Leavenworth Streets (north/south boundaries) and 38th Avenue and Saddle Creek Road (east/west boundaries) in Omaha, Nebraska (the “Campus”). As a result of additional construction and growth of the Campus and Midtown Omaha area, vehicular and pedestrian traffic flow accessing roads and walks on and adjacent to the Campus has resulted in increased safety and capacity challenges especially east of 42nd Street between Leavenworth Street and Emile Street.
- B. The City is a municipal corporation with the authority to construct public streets and right-of-way, including the areas in and around the Campus.
- C. UNMC shall request that the City vacate the 40th Street right-of-way between Emile Street and Leavenworth Street in order to improve faculty, staff and student safety with installation of a skywalk between two adjacent buildings (this area of 40th Street proposed for vacation is hereinafter called “40th Street”).
- D. The Parties wish to identify actions and projects to be conducted by UNMC to address the traffic impact of closing 40th Street between Leavenworth Street and Emile Street caused by the vacation, if approved.

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties mutually agree as follows:

Section 1. Interlocal Cooperation. Pursuant to the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, inclusive, (Reissue 1997), as amended (the “Act”), UNMC and the City enter into this Agreement to cooperate in the design, bidding, funding, and construction of certain public improvements that would be necessitated by a vacation by the City of 40th Street, along with actions in mitigation of such vacation, all as described below and collectively known as “the Project.” This Agreement shall not create any separate legal or administrative entity, nor any joint budget. Each party shall separately finance and budget its own duties and functions under this Agreement. This Agreement does not authorize the levying, collecting or accounting of any tax to fund the Project. This Agreement shall be administered jointly by the parties, through one representative to be designated by and on behalf of each party. There shall be no jointly held or owned property by the Parties under this Agreement, and upon termination of the Agreement, each party shall retain ownership of the property it owns at the time of termination, except as otherwise provided herein,.

Section 2. Duration. The duration of this Agreement shall continue until the latest of (a) one (1) year following the date of completion of the construction of the Project, (b) the date upon which all obligations incurred for the Project have been paid and discharged in accordance with the terms and conditions of the resolution, contract or other instrument creating such obligation, or (c) such date as shall be determined by mutual agreement of the City and UNMC. Notwithstanding this Section 2, in the event the Board of Regents of the University does not approve the cost estimate for the Project by September 1, 2017, then this Agreement shall terminate upon the last to occur of: (a) all of the obligations incurred for the Project have been paid and discharged in accordance with the terms of this Agreement; and (b) 40th Street has been reconveyed by UNMC to the City in its original condition as provided in section 4B.

Section 3. Administrator. For purposes of constructing the Project, the City is hereby designated as Administrator for the Project to act for and on behalf of the City and UNMC. The Administrator may enter into or amend one or more contracts and agreements in accordance with the provisions of this Agreement with respect to the planning, contracting for, acquiring, insuring, and all other aspects of the Project.

Section 4. Performance by UNMC. UNMC shall provide the City with all necessary or requested general information regarding the proposed vacation and associated Project work, to the City and the City Council, as needed in preparation for their consideration of the proposed vacation of 40th Street. In the event that the City, through its City Council, declines to vacate 40th Street, then this Agreement shall immediately terminate. In the event that the City, through its City Council, approves the vacation of 40th Street, then UNMC shall thereafter perform, or cause to be performed, as appropriate, at its sole expense, the following tasks:

- A. Develop engineering plans by registered professional engineers for the Project in accordance with the City of Omaha Standard Specifications, including a cost estimate for the Project, within sixty (60) days of the execution of this Agreement.
- B. Submit the cost estimate for the Project to the Board of Regents of the University for consideration and approval by not later than September 1, 2017. If UNMC fails to approve the cost estimate by September 1, 2017, then UNMC shall within 30 days thereafter transfer good, marketable and unencumbered title ownership to 40th Street back to the City, restore the vacated 40th Street to its condition as it existed prior to vacation, and remove all UNMC-installed structures or improvements on or over the said 40th Street.
- C. Subject to approval of the cost estimate for the Project by the Board of Regents of the University, present said engineering plans to the City for approval prior to the start of the City's competitive bid process for the construction of the Project.
- D. Reimburse the City for any costs incurred by the City which are ultimately the responsibility of UNMC under this Agreement.
- E. Subject to approval of the cost estimate for the Project by the Board of Regents of the University, provide construction management services for the Project without cost to the City.

- F. Obtain any right-of-way, easements, or other real property necessary for the Project including the right-of-way required for the turn lanes at the intersection of 42nd Street and Leavenworth.
- G. Perform or hire the performance of the design and construction management of southbound, westbound, and eastbound right turn lanes at the intersection of 42nd and Leavenworth Streets, and pay the City for construction of the same. The eastbound right turn lane at the intersection of 42nd and Leavenworth Streets may be deferred until such time as traffic conditions warrant its installation (as determined by the City). Upon written notification by the City Engineer of the City to UNMC requesting that the eastbound right turn lane be installed, UNMC shall provide for its construction per the terms of this Agreement. UNMC's latter duty to construct the eastbound turn lane when requested shall survive after the duration of this Agreement, unless this Agreement is terminated by reason of the Board of Regents' failure to approve the cost estimate by September 1, 2017.

Section 5. Performance by the City. The City, through its City Council, shall consider, and approve or deny, the proposed vacation of 40th Street. In the event that the City, through its City Council, shall approve the vacation of 40th Street, then the City shall perform, or cause to be performed, as appropriate, the following tasks:

- A. Pursuant to the City's bidding and public procurement requirements, and subject to the aforesaid timely approval of the cost estimate for the Project by the Board of Regents of the University, secure the services of contractor(s) for the construction and performance of the Project (except those services to be performed by a person directly hired by UNMC under Section 4 above) with Project completion date as mutually agreed upon by both UNMC and the City. The City shall not award a contract to any contractor for work without the express written authorization of UNMC.
- B. The City will evaluate the traffic signal phasing at the intersection of 42nd and Leavenworth Streets and at its sole discretion may incorporate changes as warranted, at the cost of the City.

Section 6. Cost of Project.

- A. UNMC shall pay for the cost to obtain any right-of-way, easements, or other real property necessary for the Project, and for the engineering plans, construction, and construction management services related to the Project.
- B. UNMC shall pay to the City the balance of the cost of the Project. The City shall bill UNMC every thirty (30) days commencing thirty (30) days after the start of work of the Project for work completed up to that time period. UNMC shall make payment to the City within 30 days of each such bill.
- C. The "cost" of an improvement or element of the Project shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, and miscellaneous costs.

Section 7. Elements of the Project. Upon the City's approval of the 40th Street vacation, the following described Project shall be performed. Elements of the Project shall be performed by the City or by UNMC, as set forth above. The cost of all elements of the Project performed by the City shall be reimbursed to the City by UNMC. The elements of the Project shall include the following (collectively referred to herein as the "Project"):

The scope of the Project shall include the construction of southbound, westbound, and eastbound right turn lanes at the intersection of 42nd and Leavenworth Streets, along with related appurtenances, sewers, inlets, sidewalks, and other items typically required with lane addition construction.

- B. With respect to the eight- (8) inch sanitary sewer currently underneath 40th Street:
1. UNMC shall provide written verification from a qualified engineer or other professional as to whether UNMC has any connection to the said sanitary sewer underneath 40th Street.
 2. If UNMC has no connection to the sanitary sewer and has no future need for any such connection, the sewer shall be abandoned in place by a qualified contractor of UNMC, by plugging it at the location of the manholes in Dewey Avenue and Emile Street. Any abandonment and plugging of the 8" sewer shall be done by the contractor per City Standards and proof of work shall include, but not be limited to, "as-built" drawing(s) and manhole/ pipe connection photo(s).
 3. If UNMC has a present connection or wishes a future connection to the said sewer, the said sewer shall be converted to a private sewer. In such event, UNMC would agree to be responsible for all maintenance and repair on this sewer.
 4. If conditions prevent the abandonment of the sewer, or UNMC does not wish to convert the sewer to a private sewer, then the City shall retain a permanent easement for maintenance and repair of the said sewer. In such event, UNMC shall be responsible for any damages to any UNMC property, paving, or buildings brought about or caused by the City's maintenance or repair of the sewer. Also in such event, UNMC shall indemnify, defend, and hold harmless the City from any damages, causes of action, costs, or expenses incurred by UNMC or anyone else, caused by the City's maintenance or repair of the sewer.
 5. UNMC shall submit appropriate documentation to the Sewer Maintenance Division of the City (located at 6880 Q Street, Omaha 68117) for any of the aforementioned modifications to the eight- (8) inch sanitary sewer currently underneath 40th Street.

Section 8. Conflict of Interest. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official or any officer or employee of the City shall have a financial interest, direct or indirect, in this Agreement.

Section 9. Discrimination. Neither UNMC nor the City shall, in the performance of this Agreement, discriminate or permit discrimination against any person because of race, sex, age, disability, national origin, political beliefs or affiliations in violation of federal or state laws.

Section 10. Amendment. This Agreement may be amended in writing signed by the City and UNMC. Any amendment to this Agreement must first be approved by resolution of the governing body of each Party.

Section 11. Miscellaneous. The instrument contains the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. No amendment, deletions, or additions shall be made to this Agreement except in writing.

Executed this ____ day of _____, 2010.

CITY OF OMAHA, NEBRASKA
a municipal corporation

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA, a public
body corporate of the State of Nebraska and
governing body of the University of
Nebraska Medical Center

Jean Stothert, Mayor Date
City of Omaha

_____, President Date

ATTEST:

ATTEST:

City Clerk

Corporation Secretary

APPROVED AS TO FORM:

City Attorney

TO: The Board of Regents Addendum VII-B-9

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Acceptance of a gift and the naming of a structure.

RECOMMENDED ACTION: Approve acceptance of a gift to build an 82-foot lighted glass tower designed by Omaha artist Jun Kaneko to be placed in front of the Fred & Pamela Buffett Cancer Center and the naming of the tower as "Search."

PREVIOUS ACTION: None.

EXPLANATION: Per *Board of Regents Policy RP-6.6.7*, Board approval is required to accept this donation. With acceptance of this gift, the Regents express on behalf of the University of Nebraska and the University of Nebraska Medical Center their deepest gratitude and appreciation to the donor for this addition to a series of art projects associated with the Fred & Pamela Buffett Cancer Center through the Healing Arts Program and the One Percent for Art Program.

SPONSOR: Deborah L. Thomas
Interim Vice Chancellor for Business & Finance

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 27, 2016

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

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the updated Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation.

PREVIOUS ACTION: May 30, 2014 – The Board of Regents approved the Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation at the University of Nebraska at Omaha

EXPLANATION: The renovation is needed to update the existing facility (originally constructed in 1972) to meet current ADA, fire and life safety codes as well as addressing needed rehabilitation of interior spaces and upgrade 40-year-old systems, furnishings and finishes.

The project constructs a 25,000 SF addition with the main public entrance on the west side and a secondary entry on the south from the campus pedestrian mall. The addition, which was originally planned to be part of the initial structure, will provide classrooms, acoustically-isolated practice rooms, a piano laboratory and a recording studio. Offices for the instructors, graduate students and undergraduate students, will be located within the same building and adjacent to the teaching and practice space. The new space will lead to increased productivity and collaboration within the School of Music and the performance community. A small recital hall will be created with seating for up to 150 people that will provide a more appropriate and intimate setting for many of the college's performance needs. Faculty and student collaboration space will lead to a higher level of professional interaction and creativity. Space will be constructed to accommodate the performers, pre- and post-performance in a green-room facility, as well as much needed storage.

The program statement and budget have been reviewed and approved by the Business Affairs Committee.

Construction of the project will begin after commitments for all funding are in place and authorization to proceed is received from the President.

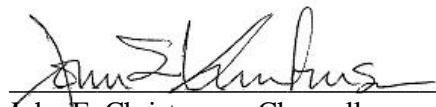
Proposed start of construction	March 1, 2017
Proposed completion of construction	August 1, 2018

PROJECT COST: \$18,000,000

ON-GOING
FISCAL IMPACT: Estimated Operating and Maintenance per year \$215,131

SOURCE OF FUNDS: Proceeds from LB957 building renewal bonds \$ 9,000,000
University Funds 450,000
Donor Funds 8,550,000
Total \$18,000,000

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

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

DATE: June 27, 2016

STRAUSS PERFORMING ARTS CENTER PROPOSED ADDITION & IMPROVEMENTS



University of Nebraska at Omaha (UNO)
Strauss Performing Arts Center Addition & Renovation
Program Statement
Project # PA001-13

Campus: University of Nebraska at Omaha
Date: May 10, 2016
Prepared by: UNO Facilities, Management & Planning/BMWConsulting, Inc.
Phone No. (402) 554-2500

1. INTRODUCTION

a. Background and history

The UNO Strauss Performing Arts Center (SPAC) is presently located in the heart of the Dodge Campus, fronting Dodge Street and is located between Milo Bail Student Center (MBSC) to the east and the College of Public Administration Community Service (CPACS) on the south. The SPAC construction was completed in 1972 and, other than minor renovation and upkeep, has remained unchanged since the original building was completed. Over the subsequent 44 years, the facility has become inadequate in both size and function for the expanded music programs required by the extensive growth of the UNO student body during that time and the introduction of computer and internet technology. The southwest corner of the original design for the SPAC was deleted from the original construction due to budget constraints. Since that time the UNO master planning has consistently shown it as a UNO facility need and it has been UNO's top priority on the University of Nebraska Six-Year Capital Plan.

b. Project description

The project renovates the current facility and constructs a 25,025 GSF addition to the existing building with two stories above grade and a possible one below. The main public entrance to the facility will be on the west side with a new entry plaza having direct access to parking. A secondary entry on the south side will allow pedestrian access for the UNO community from the pedestrian mall.

c. Purpose and objectives

- (1) Renovate the existing facility to meet current ADA, fire and life safety codes as well as addressing needed rehabilitation of all interior spaces. These renovations include all new interior finishes, drywall over block walls in all occupied areas, new lighting where not recently upgraded, ceilings, flooring and restroom facilities. In addition, an electrical generator will be installed to meet life safety requirements.
- (2) Construct additions around the perimeter of the existing building. The additions will allow for a new main public entrance and plaza on the west, pedestrian entry from the campus mall on the south, dedicated classrooms, acoustically isolated modular practice rooms, dedicated piano laboratory, oversized elevator for vertical movement of concert pianos, and a recording studio.
- (3) Provide offices for the instructors, graduate students and undergraduate students, located within the same building and adjacent to the teaching and practice space. The addition will lead to increased productivity and collaboration within the School of Music (SoM) teaching and performance community.
- (4) Create a small recital hall with seating for up to 150 people that will allow for a more appropriate and intimate setting for many of the University's event needs.

- (5) Create faculty and student collaboration space that leads to a higher level of professional interaction and creativity.
- (6) Upgrade 44-year old furnishings and finishes.
- (7) Replace theatrical lighting and controls, seats, finishes, A/V and acoustics in main recital hall.
- (8) Replace existing roof.
- (9) Repair stair tower window walls.
- (10) Upgrade existing original Elevator controls and pump equipment.
- (11) Improve Security equipment including but not limited to keying, card access and cameras.
- (12) Improve community access to the building with an entry plaza on the west side adjacent to parking.

2. JUSTIFICATION OF THE PROJECT

a. Data which supports the funding request

With the growth in student enrollment and faculty, the facilities have become inadequate for the program needs. Facility deficiencies, noted as early as 1982, support the need for a facility expansion:

- (1) In 1982, the National Association of Schools of Music Self-Study noted a need for renovation/completion of the building, *“renovations and minor additions which have been proposed should meet the requirements during the next five years. Beyond that time frame, it is hoped that any further expansion will be reflected in Phase II of the Performing Arts Center which is included within the university's future planning.”*
- (2) The 2006 accreditation visit by the National Association of Schools of Music cited one of the primary future issues facing the music department as, *“a lack of instructional and performance space to fit the needs of the current and future program.”* In addition, the department was required to respond to the following items: *“It is unclear that sufficient teaching space is available for part-time applied faculty to support the program; it is unclear that sufficient storage space is available.”*
- (3) The 2011 Academic Performance Review cited a *“lack of necessary space in the Strauss Center or other buildings to adequately serve existing programs.”* In the recommendations for future development, the review team noted that the space needs should be addressed by, *“expanding the Strauss Center and/or designating additional space to support music instruction and presentations”*.
- (4) The expansion of the building will not only impact the School of Music (SoM.) SPAC Recital Hall has the largest seating capacity of any building on the Dodge and Pacific Campuses. Because of this ability to accommodate large groups, the recital hall is utilized for many campus functions such as Chancellor’s Convocation and Honors Convocation. Departments outside of music have requested use of the hall for guest lectures, gubernatorial debates, guest lectures, and other high-profile events. While events such as the aforementioned are valuable and important to a dynamic campus atmosphere, utilizing the recital hall for these events causes the music department events/classes to be cancelled.
- (5) Increase of Community events/collaboration/partnerships

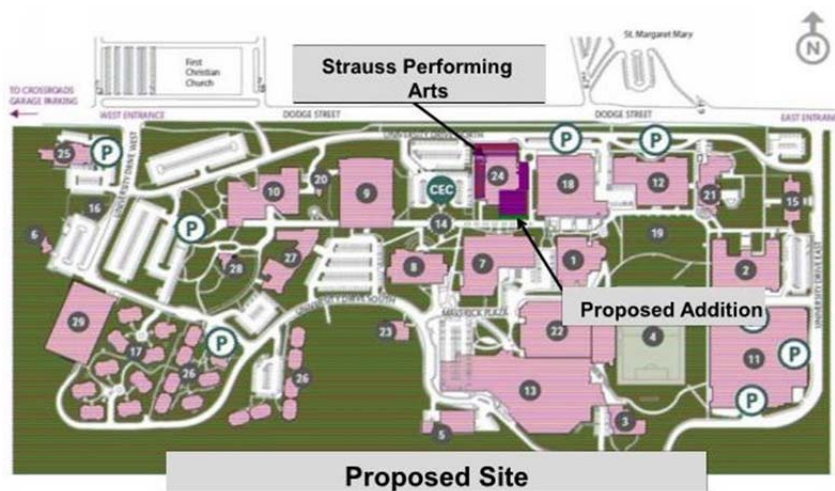
b. Alternatives considered

- (1) Do nothing. This option was rejected because of the present overcrowding in the Strauss Performing Arts Center. There is no space within the existing facility to expand and 44 years of continual use has taken its toll on building systems and finishes which have serious wear and require replacement.

- (2) Construct a new facility on the Pacific or Center Campus to house the SPAC Functions. This option was rejected for the following reasons:
 - Distance from the Dodge Campus.
 - The high cost of a newly constructed facility.
 - The lack of a suitable location that did not disrupt the existing planned future uses.
- (3) Move SPAC into a renovated space elsewhere on campus. This option was rejected for the following reasons:
 - No available building on campus can meet the specialized needs of the SPAC and the size of spaces required.
 - Conflicts with the 2013 UNO Facilities Development Plan.

3. LOCATION AND SITE CONSIDERATIONS

- a. **County:** Douglas
- b. **Town or campus:** Omaha, University of Nebraska at Omaha
- c. **Proposed site:** The existing Strauss Performing Arts Center
- d. **Statewide building inventory:** Building # 28975
- e. **Influence of project on existing site conditions:**
 - (1) Relationship to neighbors and environment



(2) Utilities

- i. Mechanical: The steam and chilled water lines serving the existing building were designed and constructed with the capacity to provide heat for the proposed additional space. The entire system is monitored and controlled by the UNO EMCS system. Pressure imbalance noted in building. Upgrade to controls system will be included.
- ii. Electrical: The existing building is served by a 13.8 KVA electrical feed. There is currently adequate space in the main electrical panels for the loads of the addition. It is recommended to verify existing capacity before adding new subpanels. Provide dedicated electrical circuits to the performance hall and sound/lighting booth. Circuits are to be used for regular service, sound systems and special lighting systems. All circuits are to have dedicated grounding separated from the building service ground.
- iii. Communications: Voice and data communications in the new area will be provided from a discrete, dedicated telecommunication wire closets (WC). This communication configuration will be certifiable to 1Gbit. The WC will be engineered to maintain environmental temperatures between 65 and 90°F and minimum moisture. All cabling will be installed in either wire basket tray and/or conduit. Vertical wall conduit will be a minimum of 1" and terminate above the ceiling tile." Pathways to run cables, for example microphone cables, from one room to another will be incorporated.
- iv. Sanitary sewer: A 6" Sanitary Sewer line is located on the south edge of the existing building.
- v. Storm sewer and post construction storm water management: An existing 8" storm sewer main is located in the "foot print" of the proposed building site.
- vi. Water: A 3" water service supplies the building. Size will need to be confirmed for any future restrooms.
- vii. Fire Alarm and Sprinklers: In 2013 the State Building Renewal Task Force (BRTF) funded the installation of a fire sprinkler system in the existing building that was completed Spring 2014.

(3) Parking and circulation

- i. There would be no change in the existing number of metered, staff or student parking spaces as a result of this project. Site access and staging areas will require high levels of coordination between the University and construction contractors.

4. COMPREHENSIVE PLAN COMPLIANCE**a. Compliance with the University Strategic Framework, Campus Roles and Mission and the Campus Strategic Plan**

(1) The project responds to the following goals of the *Investing in Nebraska - Strategic Planning Framework 2010-2013*:

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.*
 - b. *Increase the percentage of Nebraska high school graduates (the state "college-going rate") who enroll at and graduate from the university.*
 - c. *Increase the diversity of those who enroll at and graduate from the university, 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.*

2. *The University of Nebraska will build and sustain undergraduate, graduate and professional programs of high quality with an emphasis on excellent teaching.*
 - b. *Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity.*
 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.*
 - b. *Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.*
 - c. *To attract talent to the state, increase the number of nonresident students who enroll at the university.*
 - d. *To adequately prepare students for the global economy, significantly increase opportunities for international study and engagement.*
 - 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.*
 - h. *Pursue excellence in educational attainment aligned with the long-term interests of the state.*
 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.*
 - 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.*
 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.*
 - d. *Support entrepreneurship education, training and outreach.*
 - e. *Collaborate with the public and private sectors to build successful regional, multistate, international linkages.*
 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. *Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
 - b. *Maintain a safe environment for students, faculty, staff and visitors.*
 - d. *Maximize and leverage non-state support.*
- (2) The program is consistent with all goals of the University of Nebraska at Omaha Strategic Plan

b. Consistency with the agency comprehensive capital facilities plan

The renovation and addition to the Strauss Performing Arts Center is consistent with the latest UNO Campus Facility Development Plan (2006, Updated 2012) and is listed as the campus top priority on the University Six-Year Capital Plan.

c. Consistency with the current version of the Statewide Comprehensive Capital Facilities Plan or CCPE Project Review Criterial Statewide Plan.

The project is consistent with CCPE Statewide Comprehensive Capital Facilities Plan and the Project Review Criteria.

5. ANALYSIS OF EXISTING FACILITIES

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

(1) Department/Program/Support Service Descriptions (including specializations, concentrations, endorsements by department)

- i. The building currently houses the UNO School of Music (SoM) and provides training for music performance, music education majors, music technology and music entrepreneurship.
- ii. The Strauss Recital Hall is the largest auditorium space on the UNO campus and serves as a space for musical performances and numerous campus events.
- iii. The recital hall and other building areas are frequently rented to groups within the Omaha community for educational and performance events.
- iv. The lobby of the SPAC is utilized for receptions and University of Nebraska Foundation events.

b. Square footage of existing areas

Currently, the UNO School of Music (SoM) is comprised of classrooms, practice facilities, recording studio, offices, and concert hall housed in 54,461 gross SF within the SPAC.

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

Building Use Code	Room Use	Net SF	% of NSF
100	Classroom Facilities	2,402	8.2
200	Class Lab. Facilities	8,934	30.4
300	Office Facilities	6,734	22.9
400	Study Facilities	0	0.0
500	Special Use Facilities	397	1.4
600	General Use Facilities	10,718	36.5
700	Support Facilities	183	0.6
800	Health Care Facilities	0	0.0
900	Residential Facilities	0	0.0
	Total	29,368	100%

d. Physical deficiencies

(1) SPAC existing physical deficiencies

- i. Lack of classroom and teaching spaces with appropriate size and equipment and ADA access.
- ii. Insufficient number of faculty offices, and no reception, waiting or conference areas. Lack of a main office for the SoM.
- iii. Lack of workspace for graduate and undergraduate students
- iv. Lack of flexibility for future growth and building modification.
- v. Lack of conferencing/researcher/student collaboration space.
- vi. Lack of support spaces, practice and recording studio, storage and music file areas.
- vii. No Small venue recital space of 100 to 150 seats.
- viii. Lack of security for equipment, data and intellectual property.
- ix. Lack of acoustic isolation in practice rooms, classrooms and offices.

- x. Lack of storm shelter for occupants on the premises.
- xi. Outdated, insufficient and failing lighting in main recital hall
- xii. Lack of proper A/V infrastructure in main recital hall
- xiii. Lack of proper A/V infrastructure to other performance/rehearsal/teaching areas
- xiv. Lack of proper acoustic control, inconsistency of acoustic properties
- xv. HVAC system for main recital hall that needs to be disabled during concerts and recordings, as it is too noisy.
- xvi. Lack of loading dock.
- xvii. Lack of equipment and instrument storage.
- xviii. Lack of isolated tech booth on lower level of main recital hall
- xix. Existing Electrical Subpanels are original to the building. Condition of these panels warrants replacement.
- xx. EMCS system is a Hybrid DDC and Pneumatic system – This system needs to be updated to today's current technology and UNO standards.
- xxi. Exterior Access Considerations.
- xxii. Stair tower window walls require repair.
- xxiii. Existing roof requires replacement.
- xxiv. Elevator controls and pump equipment are original to building and require upgrade.
- xxv. Security considerations including but not limited to keying, card access and cameras.

e. Programmatic deficiencies

All of the existing spaces occupied by the SPAC suffer from serious programmatic space deficiencies. These deficiencies affect every aspect of teaching, performance, administration and support. The need for space is so severe that some offices are housed within former practice rooms, classrooms and closets. Shared workspaces between multiple faculty members are common. Graduate students are placed in ad-hoc workstations, frequently within storage areas. The limitations of the current facilities have had an impact on current course offerings and recruitment events. Below are just a few of the pedagogical effects of the space limitations:

- (1) Because of the increase in student enrollment, more sections of core classes have needed to be offered. These additional classes cause strain on existing classrooms.
- (2) Accreditation requires that students have weekly master class which involves all students meeting by area (voice, brass, percussion, woodwind, strings, and keyboard). There are currently not enough rooms to have adequate space for performance of all areas. In some instances, students are forced to meet in faculty offices or the open lounge area on second floor.
- (3) Accreditation requires that students have experiences in small chamber ensembles. There is not adequate space for smaller ensembles to rehearse because of the high demand of larger rooms for scheduled classes.
- (4) The majority of non-major classes have had to be retooled for online delivery because of lack of classroom space. The faculty has discussed creating additional general education courses, but space limitations have prevented this from being realized.
- (5) Overlap of summer course offerings and jazz festival has required some graduate courses to be relocated to off-campus venues.
- (6) The inadequate facilities have resulted in moving many recruitment activities and hosted recruitment events such as honor festivals off campus at great, extra expense to the department.
- (7) The School has been committed to community engagement and collaboration with various arts organizations in the Metropolitan community including but not limited to the Omaha Symphony, Opera Omaha, Omaha Chamber Music Society, Omaha Public Schools, Great Plains Orff Chapter, Nebraska Music Teachers Association,

and Omaha Music Teachers Association. It is difficult to expand these collaborative arts events because of space limitations.

f. Replacement cost of existing building

The 2015 FMIR insured value for the existing Strauss Performing Arts Center is \$9,586,258 and does not include furnishings, fixtures and equipment.

6. FACILITY REQUIREMENTS AND THE IMPACT OF THE PROPOSED PROJECT

a. Functional purpose of the proposed program

(1) Activity identification and analysis

The new addition and renovation will specifically serve the School of Music's programmatic, teaching and performance needs. By creating new education, collaboration, recital space, offices and support spaces necessary to accommodate the existing and growing programs of the Strauss Performing Arts Center.

(2) Projected occupancy/use levels

i. Personnel projections:

a) UNO FTE faculty and staff	22
b) Part Time Faculty	28
c) Graduate Students	45
d) Undergraduate Students	190
e) Custodial Staff	1
Total	283

(3) Describe / justify projected enrollments / occupancy: The original SPAC was completed in 1972 and by 1983 there were 147 students enrolled in the UNO School of Music (SoM.) Since that time the School has almost doubled in size to 278 students in 2013. The above UNO personnel projections are based upon current SoM degree programs and music education. It should be noted that the SoM has recently added a new Bachelor of Arts degree which has begun to significantly increase majors in the area of music technology and jazz. The projections for future growth are based upon the Music Program's historical growth and the potential for overall campus growth to 20,000 students by 2020. To serve the anticipated growth in students there will logically be a need for additional faculty and staff. Specifically, the School anticipated the need for a full-time piano technician (staff position) and 2 additional faculty lines in music technology.

b. Space requirements

EXISTING SPACE		
Name	Room Use Code	Existing Net SF
Classroom 2 @ 660 SF ea.	110	1,320
Classroom	110	782
Classroom	110	300
Vocal Rehearsal	210	2,280
Electro piano Lab	210	767
Instrument Rehearsal	210	2,716
Library	215	204
Repair	215	257
Robe Storage	215	151
Practice Room 2 @ 90 SF ea.	220	180
Practice Room	220	191
Practice Room 4 @ 128 SF ea.	220	512
Practice Room 20 @ 62 SF ea.	220	1,235
Practice Room Storage 3 @ 93 SF ea.	225	279

Practice Room Storage	225	162
Office	310	296
Office w/ Teaching Area (Sm. Instruments) 10 @ 153	310	1,530
Office w/Teaching Area (Lg. Instruments) 5 @ 230 SF	310	1,150
Office 2 @ 120 SF ea.	310	240
Offices - shared	310	400
Office w/ Teaching Area (Med. Instruments) 5 @ 188	310	940
Office	310	138
Office	310	361
Office	310	450
Workroom	315	239
Storage 2 @ 125 SF ea.	315	250
Storage	315	398
Conference Room (Lg.)	350	342
Recording Studio	530	397
Recital Hall	610	3,591
Recital Hall Stage	610	2,254
Recital Hall Balcony	610	1,244
Recital Hall Organ Balcony	615	705
Recital Hall Storage	615	261
Recital Hall Backstage	615	968
Recital Hall Organ Tuning 2 @ 448 SF ea.	615	896
Recital Hall Storage	615	128
Recital Hall Light Control	615	143
Uniform Storage	615	149
Recital Hall Spotlight Balcony 2 @ 51 SF ea.	615	102
Lounge	650	277
Building Storage	730	183
Sub-Total Net SF		29,368
Building, structure, support and circulation		25,093
Total Existing		54,461
Building Efficiency Net to Gross Existing		54.0%

ADDITION		
	Room Use Code	Existing Net SF
Classroom	110	780
K-12 Classroom	110	400
Classroom (recording)	110	660
Green Room (Sm)	315	144
Green Room (Lg.)	315	500
Information Services Closets - 3 @ 70sf ea.	710	210
Loading Dock	700	300
Lobby Study Lounge	410	400
Lobby/Pre-function	315	800
Music Archive	615	500
Percussion Rehearsal	210	1,125
Percussion Studio	210	420
Piano Lab	210	660
Practice Rooms (Sm) 9 @ 100 sf. ea.	220	900
Practice Rooms (Lg.) 6 @ 140 sf. ea.	220	840
Practice Room/Recording Rm (Sm)	220	100
Practice Room/Recording Rm (Lg.)	220	140
Recording Control Room	530	600
Recital Hall (Small) for 150 seats	610	3,450
Study Lounge/Waiting	315	550
Study Lounge/Pre-function waiting	315	875
Storage for Sm. Recital Hall	730	360
Vending Room - 4 machines & condiments	650	300
Storage for Large Recital Hall	730	700
Sub-Total Net SF		15,714
Building, structure, support and circulation		9,311
Total Existing		25,025
Building Efficiency Net to Gross Addition		62.8%

- (1) Basis for square footage/planning parameters
The primary square footage/planning parameters were based upon the university guidelines for space allocation and were then augmented when necessary for special situations. In situations where there were not university space guidelines, parameters based upon areas at similar institutions were used. Following detailed interviews with staff and actual measurement of existing space equipment and usage, these numbers were either reduced, enlarged or maintained as the function dictated.
- (2) Square footage difference between existing and proposed areas:

Item	Renovated	Addition	Total SPAC
Net Square Feet	29,368 NSF	15,714 NSF	45,082 GSF
Gross Square Feet	54,461 GSF	25,025 GSF	79,486 GSF
Building Efficiency			56.7%

c. Impact of the proposed project on existing space

- (1) Reutilization of existing SPAC Building areas(s): Once renovated, the existing SPAC Building space will continue to be used for the education of music students and also provide facilities for their performances.
- (2) Demolition: Demolition before the project can begin is site-related for the removal of paving, landscape and retaining walls. In order to provide minimum disruption during construction the demolition of the existing exterior wall to allow connection to the new addition will happen late into the building process.
- i. Mechanical: No existing mechanical lines from the Central Utility Plant should be impacted by this project.
 - ii. Electrical: Some area light poles will need to be removed to accommodate the new building and the transformer on the east side of the building will need to be relocated 40 feet to the north.
 - iii. Communications: Communications infrastructure design shall support the ability to deliver cutting edge technologies to learning, administration and collaborative community spaces. Voice communication will follow the campus standard of using a Voice over IP (VOIP) system.
- (3) Renovation: Space in the existing SPAC will be renovated as a part of this project. This will be the first major renovation of SPAC since it was completed in 1972.
- (4) Parking: This project will have no long-term impact on existing parking. Parking in Lots D and E, adjacent to the west side of the SPAC, were reconfigured with the Community Engagement Center Project in spring 2014. Due to the tight site where SPAC is located, site access and staging areas will require high levels of coordination between the University and contractors.
- (5) New Additions: The new 25,025 SF additions will be located around the perimeter of the existing SPAC. The Dodge St. elevation will be designed with a predominant feature to capture the attention of the public driving by on Dodge St. A new entry plaza and main entrance will be added on the west for direct access to parking. On the SE the addition will have two stories above grade and a possible one below, with a small one story addition to the east of the Recital Hall. The new additions will be designed to support and integrate with the existing SPAC.

7. EQUIPMENT REQUIREMENTS

a. Equipment available for reuse

After 44 years of continuous use the majority of the existing office chairs, tables and desks are not suitable for reuse. The items that are suitable for reuse are some of the computers and lab equipment in the Computer classroom, and newer instruments less than 5 years old. The main recital hall seating will be evaluated for re-upholstery/tune-up vs. replacement. Existing fax machines, printers and limited newer music media high density filing cabinets that are less than 5 years old will be evaluated for reuse in the facility.

b. Additional Equipment

(1) Fixed equipment will include cabinets, lockers, tack boards, acoustic practice booths; replacement seating for the main hall, adjustable performance lighting and marker boards.

(2) Movable equipment will include office furnishings, conference, teaching instruments, and seminar and lounge furnishings.

(3) Special/technical equipment will include computers, A/V equipment, instruments, theatrical lighting controls, recording equipment and digital signage.

c. **Communications:** Communications infrastructure designs shall enhance and support the ability to deliver cutting edge technologies to learning, administration and collaborative community spaces.

8. SPECIAL DESIGN CONSIDERATIONS

a. Construction Type

The new additions will vary depending on side of building and function to be included within and will tie directly and seamlessly into the existing SPAC floor levels and functions. The main and upper levels of the building will be poured in place concrete with some use of load bearing concrete block walls. The floors will be poured in place concrete matching the original construction and providing the maximum acoustic isolation. Most non-acoustic interior walls will be steel stud with a gypsum wall board covering. Acoustic walls will be concrete block core with drywall covering. Exterior materials will be in keeping with the Campus standards of traditional red brick and concrete. Clear low-e glass with dark bronze or clear anodized aluminum frames will also be used to maintain a strong visual connection with the rest of the campus architecture. The use of "green" design concepts, elements and materials will convey the university's commitment to sustainability in their architecture.

b. Heating and cooling systems

The existing AHU-2 and AHU-5 will be evaluated for conversion to a true VAV with Reheat Terminal boxes and operational controls to provide users with the room temperature controls as required.

New controls for the coils will be DDC with pressure independent control valves to integrate with the recently updated campus wide EMCS controls system. Cooling coils will need to be replaced in all five AHU's.

Special consideration will be given to humidity control within the facility to respond to the demands of musical instrument storage. Vibration isolation will be needed throughout the building. An acoustical rating of NC-35 is the minimum benchmark for performance spaces, high volume rehearsal spaces (percussion and jazz), and the recording studio.

c. Sustainability

Sustainable design considerations for the SPAC will conform to the University's Sustainable Design Policy. The project will not pursue LEED certification.

d. Life Safety/ADA Life Safety/ADA:

The existing SPAC and the new addition will be fully sprinkled and equipped with fire alarms. All areas of new and renovated construction shall comply with all Americans with Disabilities Act (ADA) design guidelines.

e. Security:

The SPAC is anticipated to have highly variable hours of operation. Community and student use of the facility is anticipated to typically extend into the evening and weekend hours for a variety of functions. Anticipated security system components include card access, CCTV camera coverage and DVR recording, intrusion detection, and emergency phones. Exterior Blue Light kiosks are located adjacent to the exterior of building on the campus mall.

f. Historic or architectural significance

None

g. Artwork (for applicable projects)

There will be mandated 1% designation of the project's budget for public art due to state appropriations. Currently, \$100,000 for artwork is allocated for the project. A portion of this allotment will be dedicated to purchasing CFAM student artwork.

h. Phasing

The project will be constructed in two continuous phases to accommodate surge space requirements. The initial phase will construct the new additions followed immediately by the renovation of the existing SPAC facility.

i. Future expansion

No future expansion of the facility is anticipated beyond this project.

j. Other

None

9. PROJECT BUDGET AND FISCAL IMPACT**a. Cost estimates criteria**

(1) A local estimator was retained to provide the construction and renovation cost estimates. Estimates were supplemented by reviewing past UNO projects of similar size, scale, type, and additional review with the University of Nebraska at Omaha staff.

(2) Estimates were made April 2016 in accordance with the proposed timeline shown in Section 11 of this document. The assumed time to midpoint of construction January 2018.

(3) Gross and net square feet:

	Existing	Addition	Total
Net SF	29,368	15,714	46,755
Gross SF	54,461	25,025	79,486

(4) Project cost per gross square foot:

Renovation Project Cost per GSF	\$137.50
Addition Project Cost per GSF	\$420.00
Total Project Cost per GSF	\$226.45

(5) Construction cost per gross square foot:

Renovation Construction Cost per GSF	\$100.41
Addition Construction Cost per GSF	\$306.69
Total Construction Cost per GSF	\$165.36

b. Total project cost

CONSTRUCTION COSTS

General Construction	\$11,384,000
Fixed Equipment	\$251,000
Site Work/Utilities	\$516,000
Construction Contingency	\$993,000
Subtotal Construction	<u>\$13,144,000</u>

NON-CONSTRUCTION COSTS

Project Planning & Program Statement	\$42,000
Professional Consultant Fees	\$1,296,000
Professional In-house	\$107,000
Equipment – Movable	\$860,000
Equipment – Special /Technical	\$1,825,000
Land Acquisition	\$0
Artwork	\$100,000
Other	\$163,000
Non-construction Contingency	\$463,000
Subtotal Non-construction Cost	<u>\$4,856,000</u>
TOTAL PROBABLE PROJECT COSTS	<u>\$18,000,000</u>

c. Fiscal Impact based upon first full year of operation (include proposed funding sources and percentage of each)

- (1) The estimated additional operations, maintenance and utility costs per year are \$215,131. State funds 100%.
- (2) There is no estimated additional programmatic impact cost associated with this project.

10. FUNDING

a. Total funds required	\$18,000,000
b. Project Funding	
(1) State Funds	\$ 9,000,000
(2) Private donations	\$ 8,550,000
(3) University Funds	\$ 450,000

c. Fiscal year expenditures for project duration

Fiscal Year	FY Expenditure
2015-2016	\$ 0
2016-2017	\$2,900,000
2017-2018	\$11,600,000
2018-2019	<u>\$3,500,000</u>
TOTAL	\$18,000,000

11. TIME LINE

a. Program Statement	Original approved 5/30/14. Revised 7/22/16
b. Funding	Dependent upon CCPE approval
c. Professional consultant selection	AE approved July 18, 2014
d. Intermediate Design Documents	January 2017
e. Receive bids for construction	CM at Risk approved 5/30/14
f. Award of contract and start of construction	March 1, 2017
g. Completion of construction	August 1, 2018

12. HIGHER EDUCATION SUPPLEMENT

- a. CCPE reviewed is required.
- b. Method of contracting:
 - (1) A Construction Manager at Risk (CMR) with a Guaranteed Maximum Price was approved in the original program statement.
 - (2) Rationale: This method is recommended due to the project's size, complexity of campus/site utility coordination, quality and budget control. UNO has been very successful using this project delivery method on past projects such as the construction of Mammel Hall, Roskens Hall Renovation, the Community Engagement Center, the Biomechanics Research Facility and the University / Community Arena.

TO: The Board of Regents
Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Naming the University of Nebraska at Omaha (UNO) Pacific Campus

RECOMMENDED ACTION: Approve naming the UNO Pacific Campus the "Scott Campus"

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Christensen have approved the naming of the UNO Pacific Campus, the "Scott Campus", in honor of Walter Scott Jr., for his longstanding support, commitment and contributions to the campus.

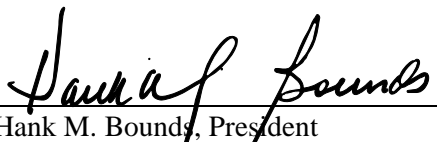
The Board of Regents express on behalf of the University of Nebraska and the University of Nebraska at Omaha their deepest appreciation for the support and generosity of Walter Scott Jr.

PROJECT COST: None

SOURCE OF FUNDS: None

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

John E. Christensen, Chancellor
University of Nebraska at Omaha

RECOMMENDED: 
Hank M. Bounds, President
University of Nebraska

DATE: July 1, 2016

TO: The Board of Regents
Academic Affairs

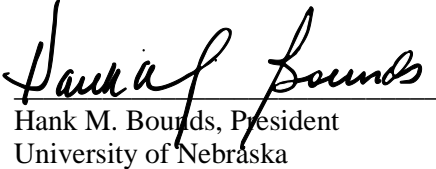
MEETING DATE: July 22, 2016

SUBJECT: University of Nebraska Strategic Framework

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

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

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: June 20, 2016

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework

2014-2016

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

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

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

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

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

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

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

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

a. Increase external support for research and scholarly activity.

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

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

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

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

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

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

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

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

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

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

- c. Support Nebraska's economic development.
 - i. Partner and collaborate with government and the private sector to attract, retain, and spur business development and economic opportunity.*
 - ii. Use university research and other resources to foster more effective relationships with the private sector.*
- d. Support entrepreneurship education, training and outreach.
- e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.
- f. Use university resources to engage Nebraskans outside cities where our major campuses are located.
 - i. Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*
 - ii. Effectively use regional research and extension operations and statewide extension for engagement with the university.*

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

- a. Support the development of a sustainable university environment.
 - i. Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*
 - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
 - iii. Campuses shall pursue energy efficiency.*
 - iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
- b. Maintain a safe environment for students, faculty, staff and visitors.
 - i. Develop and regularly monitor fire safety plans and procedures.*
 - ii. Collaborate with state and local government in disaster planning.*
 - iii. Develop and test campus plans for emergencies and disasters.*

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

TO: The Board of Regents
Academic Affairs

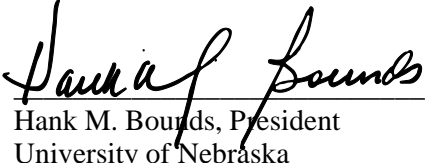
MEETING DATE: July 22, 2016

SUBJECT: University of Nebraska Strategic Framework Accountability Measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

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

SPONSOR: 

Hank M. Bounds, President
University of Nebraska

DATE: June 20, 2016

INVESTING IN NEBRASKA'S FUTURE

Strategic Planning Framework 2014-2016 Accountability Measures

1. State Funding (1-a-i)

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Maintain the State's proposed funding increase of 3.4% and manage the cost effectiveness of the University so that tuition increases are kept at a moderate and predictable 2.5% rate of increase.	May 2016	Business
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	May 2018	Business

2. Tuition (1-a-ii)

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2016-17	Maintain the State's proposed funding increase of 3.4% and manage the cost effectiveness of the University so that tuition increases are kept at a moderate and predictable 2.5% rate of increase.	May 2016	Business
FY 2017-18	To be developed as part of the 2017-19 biennial budget request planning process.	June 2017	Business
FY 2018-19	To be developed as part of the 2017-19 biennial budget request planning process.	May 2018	Business

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2016 March 2016	Academic
FY 2015-16	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2017	Academic
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2018	Academic

Reporting date moved from September to January beginning in 2016 due to availability of data.

January 2016 report moved to March 2016 at the request of the President and Provost.

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 2016	<ul style="list-style-type: none"> • UNL increase enrollment 4.6% • UNO increase enrollment 4.0% • UNK & UNMC increase enrollment over previous year 	Nov. 2016	Academic
Fall 2017	<ul style="list-style-type: none"> • UNL increase enrollment 3.0% • UNO increase enrollment 4.0% • UNK & UNMC increase enrollment over previous year 	Oct. 2017	Academic
Fall 2018	<ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK & UNMC increase enrollment over previous year 	Nov. 2018	

Oct. 2015 – Metrics referred to the Academic Affairs committee for further discussion.

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
2013-14 Academic Year	<ol style="list-style-type: none"> 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. 2016 March 2016	Academic
2014-15 Academic Year	<ol style="list-style-type: none"> 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. 2017	Academic
2015-16 Academic Year	<ol style="list-style-type: none"> 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. 2018	Academic

January 2016 report moved to March 2016 at the request of the President and Provost.

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2015-16	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 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. 	May 2016	Business
FY 2016-17	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 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. 	June 2017	Business
FY 2017-18	<ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 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. 	May 2018	Business

7. Faculty Diversity (2-a-iii)

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2014	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2016	Academic
Fall 2015	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2017	Academic
Fall 2016	<ol style="list-style-type: none"> 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. 	Jan. 2018	Academic

8. Nebraska Top 25% (3-b-i)

Increase enrollment of Nebraska students ranked in top 25% of their high school class.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Nov. 2016	Academic
Fall 2017	Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Oct. 2017	Academic
Fall 2018	Main enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater.	Nov. 2018	Academic

9. Merit-based Scholarships (3-b-ii)

Increase support for merit-based scholarships.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2016 March 2016	Academic
FY 2015-16	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2017	Academic
FY 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable).	Jan. 2018	Academic

Reporting date moved from September to January beginning in 2016 due to availability of data.

January 2016 report moved to March 2016 at the request of the President and Provost.

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 2016	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Nov. 2016	Academic
Fall 2017	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Oct. 2017	Academic
Fall 2018	Increase the number of domestic nonresident undergraduate students by 1.5% percent annually.	Nov. 2018	Academic

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2015	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	March 2016	Academic
Fall 2016	Address program alignment revisions to meet workforce needs based on Fall 2011 data.	April 2017	Academic
Fall 2017	TBD	March 2018	Academic

12. Research (4-a-i)*Increase federal support for instruction, research and development, and public service.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2014-15	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2016	Academic
FY 2015-16	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	April 2017	Academic
FY 2016-17	Increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average.	March 2018	Academic

13. Entrepreneurship (5-d)*Support entrepreneurship education, training and outreach.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015	Increase over FY 2014 baseline numbers and evaluate and modify annual targets as appropriate 1) Entrepreneurship education a) Entrepreneurship student credit hours – 6,811 b) Number of entrepreneurship students – 2,292 2) Entrepreneurship outreach a) Attendees at seminars provided – 16,486 b) Website visits – 205,266 3) Business creation a) NU-affiliated companies formed – 11 b) NU licensing activity i) Patents disclosed – 164 ii) Patents filed – 200 iii) Patents awarded - 38 4) Business support a) Clients served – 9,542 b) Average investment - \$45,000 c) Average sales increase - \$64,000 d) Total jobs created – 951 e) Total jobs saved – 295	March 2016	Academic
2016	Increase over previous year. Evaluate and modify annual targets as appropriate.	April 2017	Academic
2017	Increase over previous year. Evaluate and modify annual targets as appropriate.	March 2018	Academic

14. LB 605 (6-a-ii)*Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.***A capstone report on LB 605 was presented to the Board of Regents in January 2011.**

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2016 2) January 2016 December 2015 3) January 2016 December 2015 4) Quarterly 5) May 2016 	Business
2016 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2017 2) January 2017 3) January 2017 4) Quarterly 5) June 2017 	Business
2017 Calendar Year	<ol style="list-style-type: none"> 1) Short-Term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries 	<ol style="list-style-type: none"> 1) June 2018 2) January 2018 3) January 2018 4) Quarterly 5) May 2018 	Business

In September 2014 and August 2015, it was stated that the short-term investment item will be considered for sunsetting after a discussion with the Business Affairs Committee.

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 2015	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	July 2016	Academic
Fall 2016	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	August 2017	Academic
Fall 2017	<ol style="list-style-type: none"> 1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	July 2018	Academic

17. Global Engagement - Study Abroad (3-d-i)

Significantly increase the number of undergraduates studying abroad, with the goal of ultimately providing the opportunity for every undergraduate to study abroad.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2014-15	By 2019-20, the University shall increase the number of students who have studied abroad by 50%. Using the 2011-12 academic year as a baseline, when 1,187 students participated in study abroad, the number of students studying abroad by 2019-20 will increase to 1,780.	July 2016	Academic
Academic Year 2015-16	By 2019-20, the number of students who have studies abroad will reach 1,780, an increase of 50% over the number in 2011-12.	August 2017	Academic
Academic Year 2016-17	By 2019-20, the number of students who have studies abroad will reach 1,780, an increase of 50% over the number in 2011-12.	July 2018	Academic

Metric was revised in January 2015 by the Academic Affairs committee with the consent of the incoming chair.

18. Global Engagement – International Student Enrollment (3-d-ii)

Significantly increase the number of international undergraduates and graduates studying at the university.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2016	By 2020-21, the University shall increase the number of international students enrolled to 6,036. Using the base academic year 2010-11 when 3,018 international students were enrolled, the University will achieve slightly more than 7% growth compounded each year to reach the goal.	Nov. 2016	Academic
Fall 2017	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Oct. 2017	Academic
Fall 2018	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Nov. 2018	Academic

Base academic year in the metric was corrected from 2009-10 to 2010-11 in November 2013; the number of students was unchanged.

19. Distance Education (1-g-i)

The University will offer a variety of its academic programs by distance education through Online Worldwide in an effort to provide access to the University of Nebraska to the people of the state and beyond the boundaries of the state who are unable to enroll in programs offered only on campus.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2015-16	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Nov. 2016	Academic
Academic Year 2016-17	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Oct. 2017	Academic
Academic Year 2017-18	Growth in unduplicated headcount of distance only students, both resident and nonresident, at or above the national average growth for public four-year institutions as reported via IPEDS.	Nov. 2018	Academic

Annual reporting moved from July to October/November beginning in 2015.

Oct. 2015 - New metric approved by the Academic Affairs committee, but not yet endorsed by the full Board of Regents.

TO: The Board of Regents
Academic Affairs

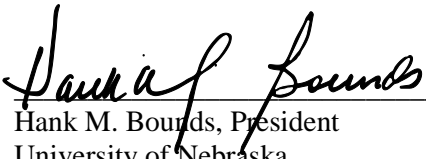
MEETING DATE: July 22, 2016

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: 
Hank M. Bourds, President
University of Nebraska

DATE: June 30, 2016

Strategic Framework Accountability Measure Reporting and Updating Calendar

Revised for March 18, 2016 meeting

<u>Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
January 29, 2016	Graduation Rates [1-b-iii] Faculty Diversity [2-a-iii] Need-based Financial Aid [1-a-iii] Merit-based Scholarships [3-b-ii]	Administrative/Business Efficiencies [6-c-ii] <i>(Endowment, Debt Management, Capital Queue)</i> (were reported in December 2015)
March 18, 2016	Workforce Development [3-h-i & iii] Entrepreneurship [5-d] Research [4-a-i] Graduation Rates [1-b-iii] <i>(moved from January)</i> Need-based Financial Aid [1-a-iii] <i>(moved from January)</i> Merit-based Scholarships [3-b-ii] <i>(moved from January)</i>	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>
April 14, 2016	UNL campus visit with discussion of campus strategic plan and performance indicators.	
May 26, 2016	None	State Funding [1-a-i] Tuition [1-a-ii] Faculty Merit Compensation [2-a-i] Administrative/Business Efficiencies [6-c-ii] <i>(Short-term Cash/Investments, Capital Queue, HR)</i>
July 22, 2016	Study Abroad [3-d-i] Student Learning Assessment [6-g]	None
September 2, 2016	UNMC campus visit with discussion of campus strategic plan and performance indicators.	
September 16, 2016	None	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>
November 17, 2016	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i]	None

TO: The Board of Regents
Academic Affairs


MEETING DATE: July 22, 2016

SUBJECT: University of Nebraska Strategic Dashboard Indicators

RECOMMENDED ACTION: For Information Only


















PREVIOUS ACTION: None

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

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: June 20, 2016

University of Nebraska Strategic Dashboard Indicators (Updated as of May 25, 2016)

State Funding Change (1.a.i) FY2016-17		Tuition Change (1.a.ii) FY 2016-17		Enrollment Change (1.b.i) Fall 2015		Retention (1.b.i) Fall 2014		Need-Based Aid (1.a.iii) FY2013-14				
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome			
	State funding and cost mgmt.= moderate and predictable tuition 3.4%		State funding and cost mgmt.= moderate and predictable tuition 1.75% 2015-16 2.5% 2016-17		UNL= 2.7% increase		UNO= 3.0% increase		80% retention rate		Raise at least \$9 million in private funds	Raised \$11.8 million
State funding and cost mgmt.= moderate and predictable tuition 3.4%		State funding and cost mgmt.= moderate and predictable tuition 1.75% 2015-16 2.5% 2016-17		UNL= 2.7% increase UNO= 3.0% increase UNK= increase UNMC= increase		UNL= +1.0% UNO= +2.0% UNK= -2.2% UNMC= +2.5%		80% retention rate		Raise at least \$9 million in private funds		Raised \$11.8 million
Women Faculty (2.a.iii) Fall 2014		Minority Faculty (2.a.iii) Fall 2014		Top 25% Enrollment (3.b.i) Fall 2015		Nonresident Students (3.c.i) Fall 2015		Merit-Based Aid (3.b.ii) FY2013-14				
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome			
	Increase over 2013 2014=35.00% 2013=35.03%		Increase over 2013 2014=19.06% 2013=18.52%		Increase to 50%		Increase 1.5% over 2013		Raise at least \$9 million in private funds	Raised \$16.0 million		
Increase over 2013 2014=35.00% 2013=35.03%		Increase over 2013 2014=19.06% 2013=18.52%		Increase to 50%		Increase 1.5% over 2013		Raise at least \$9 million in private funds		Raised \$16.0 million		
Study Abroad (3.d.i) AY2013-14		International Students (3.d.ii) Fall 2015		Distance Education (3.g.i) AY2013-14		Six-Year Graduation Rate (1.b.iii) AY2012-13						
Target	Outcome	Target	Outcome	Target	Outcome	Campus	Target	Outcome				
	50% increase over 2011-12 number by 2019-20 11% increase over prior year		Double base of 3,018 students by 2019-20 1.9% increase over prior year		Increase in-state and out-of-state distance only credit hours by 10% each In-state =+21% Out-of-state =+8%		UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers	2013= -4.8% 2012= -6.9%			
50% increase over 2011-12 number by 2019-20 11% increase over prior year		Double base of 3,018 students by 2019-20 1.9% increase over prior year		Increase in-state and out-of-state distance only credit hours by 10% each In-state =+21% Out-of-state =+8%			UNO	Maintain or show progress toward reaching the average six-year graduation rate of peers	2013= -0.9% 2012= 3.0%			
							UNK		2013= 1.2% 2012= 5.2%			
							UNMC	Not applicable	Not Applicable			

LEGEND:



Target Met or Exceeded










Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of May 25, 2016)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2014-15						Faculty Salaries (2.a.i) FY2014-15			
	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>
	UNL	0.4%	-1.25%		UNMC	-2.0		UNL	2016= -4.2% 2015= -5.2%
								UNMC	Significant progress toward exceeding midpoint of peers
							UNO	2016= -5.4% 2015= -7.1%	
							UNK	*	

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Four-Year Graduation Guarantee (1.b.iii) AY2012-13	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.
	Faculty Salaries (2.a.1) Fall 2015	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.
	Entrepreneurship (5.d) 2014-15	Establish baseline data for: 1) Entrepreneurship coursework hours 2) Entrepreneurship number of students 3) Entrepreneurship seminar attendees 4) Entrepreneurship website visits 5) NU-affiliated companies formed 6) NU Licensing activity 7) Business support-clients served 8) Business support-client investments 9) Business support-sales increases 10) Business support-jobs created 11) Business support-jobs saved	1) 2014=6,811; 2015=8,441 2) 2014=2,292; 2015=2,791 3) 2014=16,486; 2015=12,313 4) 2014=205,266; 2015=152,485 5) 2014=11; 2015=26 6) 2014=200; 2015=206 (patents filed), 2014=38; 2015=43 (patents awarded) 7) 2014=9,542; 2015=8,837 8) 2014=\$45,000; 2015=\$200,079 9) 2014=\$64,000; 2015=\$85,843 10) 2014=951; 2015=451 11) 2014=295; 2015=1,173

LEGEND:



Target Met or Exceeded









Progress Toward Target



Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of May 25, 2016)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Workforce Development (3.h.i and 3.h.iii) Fall 2014	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state.
	Student Learning Assessment (6.g) Fall 2014	<ol style="list-style-type: none"> Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	<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 past participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>
	Business Process Efficiencies (6.c.ii)		
	Short Term Cash Investments August 2015	Exceed average of similar fund types.	The 2014 return on the State's Operating Investment Pool (3.1%) exceeded the benchmark value of 2.8%.
	Endowments December 2015	Exceed average of similar fund types.	Fund N endowments gained 0.8% for the year ending June 30, 2015, while similar funds gained an average of 2.1% over the same period.
	Debt December 2015	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 coverage.
	Human Resources June 2015	Meet midpoint of peers in faculty and staff salaries.	Faculty salaries at UNL and UNMC are below the midpoint of peers for 2014*.

Notes:

*UNO and UNK salaries are governed by collective bargaining.

LEGEND:



Target Met or Exceeded



Progress Toward Target



Target Not Met

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016


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

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: The current version of the framework appears as an information item at each Board of Regents meeting.

April 2005 – The Board of Regents began development of the University of Nebraska “Strategic Framework – Accountability Measures” document.

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

SPONSOR: 
Hank M. Bounds, President
University of Nebraska

DATE: July 11, 2016

Alignment of University's Strategic Goals with Board of Regents Agenda Items
July 22, 2016

1. **The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate, and professional education.**
 - Approve request to create a Ph.D. in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln
 - Approve request to create a Ph.D. in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at the University of Nebraska at Omaha
 - Approve request to create a Gender and Leadership Undergraduate Certificate in the Women's and Gender Studies Program in the College of Arts and Sciences at the University of Nebraska at Omaha
 - Approve the request to consolidate the MA and MS degrees in Special Education to a single MS degree in the Department of Special Education and Communication Disorders in the College of Education at the University of Nebraska at Omaha
 - Approve the FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request guidelines
 - Approve the FY 2017-18 and FY 2018-19 Nebraska College of technical Agriculture Biennial Operating Budget Request guidelines
 - Approve a two-year contract with Unizin for the purchase of Canvas and approve a two-year contract with Turnitin for the University of Nebraska-Lincoln
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results

2. **The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
 - Quarterly personnel report
 - Approve request to create a Ph.D. in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln
 - Approve request to create a Ph.D. in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at the University of Nebraska at Omaha
 - Approve request to create a Gender and Leadership Undergraduate Certificate in the Women's and Gender Studies Program in the College of Arts and Sciences at the University of Nebraska at Omaha
 - Approve the request to consolidate the MA and MS degrees in Special Education to a single MS degree in the Department of Special Education and Communication Disorders in the College of Education at the University of Nebraska at Omaha
 - Approve the FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request guidelines
 - Approve the FY 2017-18 and FY 2018-19 Nebraska College of technical Agriculture Biennial Operating Budget Request guidelines
 - Report on renaming the Department of Art and Art History to the School of Art, Art History and Design in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln
 - Report on renaming the Division of Radiation Science Technology Education to the Department of medical Imaging and Therapeutic Sciences in the College of Allied Health Professions at the University of Nebraska Medical Center
 - Strategic Framework report on Global Engagement – Study Abroad
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results

- 3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions.**
 - Approve request to create a Ph.D. in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln
 - Approve request to create a Ph.D. in Gerontology in the Department of Gerontology in the College of Public Affairs and Community Service at the University of Nebraska at Omaha
 - Report on renaming the Division of Radiation Science Technology Education to the Department of medical Imaging and Therapeutic Sciences in the College of Allied Health Professions at the University of Nebraska Medical Center
 - Strategic Framework Report on Assessing Student Learning Outcomes: Licensure Results
- 4. The University of Nebraska will pursue excellence and regional, national, and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**
 - Approve request to create a Ph.D. in Complex Biosystems administered by the Office of Graduate Studies at the University of Nebraska-Lincoln
 - Approve the sole source purchase of a Regenerative Laser Amplifier System at the University of Nebraska-Lincoln
 - Strategic Framework report on Global Engagement – Study Abroad
- 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 the use of Construction Management at Risk project delivery method for the new University Village Student Housing at the University of Nebraska at Kearney
 - Approve the sale of a parcel of land to Nebraska Medicine to provide a site for the construction of Nebraska Medicine’s Integrated Service Center
 - Approve the interlocal agreement with the City of Omaha to vacate the 40th Street right-of-way between Emile Street and Leavenworth Street
- 6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**
 - Approve the request to consolidate the MA and MS degrees in Special Education to a single MS degree in the Department of Special Education and Communication Disorders in the College of Education at the University of Nebraska at Omaha
 - Approve the FY 2017-18 and FY 2018-19 University of Nebraska State Appropriation Biennial Operating Budget Request guidelines
 - Approve the FY 2017-18 and FY 2018-19 Nebraska College of technical Agriculture Biennial Operating Budget Request guidelines
 - Approve the use of Construction Management at Risk project delivery method for the new University Village Student Housing at the University of Nebraska at Kearney
 - Approve a two-year contract with Unizin for the purchase of Canvas and approve a two-year contract with Turnitin for the University of Nebraska-Lincoln
 - Approve the selection of Kenneth Hahn Architects to provide design consultant services for the Morrill Hall 4th Floor Redevelopment at the University of Nebraska-Lincoln
 - Approve the sole source purchase of a Regenerative Laser Amplifier System at the University of Nebraska-Lincoln
 - Approve the sale of a parcel of land to Nebraska Medicine to provide a site for the construction of Nebraska Medicine’s Integrated Service Center
 - Approve the interlocal agreement with the City of Omaha to vacate the 40th Street right-of-way between Emile Street and Leavenworth Street

- Approve the acceptance of a gift to build an 82-foot lighted glass tower designed by Omaha artist Jun Kaneko to be placed in front of the Fred & Pamela Buffett Cancer Center and the naming of the tower as “Search”
- Approve the updated program statement and budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation
- Intermediate Design Report on UNL Health Center/UNMC College of Nursing – Lincoln Division
- Approve or accept various regular reports, including:
 - Report on bids and contracts
 - Report on debt refinancing
- Report on naming of rooms and other spaces in the UNMC Center for Drug Discovery and the Lozier Center for Pharmacy Sciences and Education
- Report on revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Library of Medicine

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Renaming the Department of Art and Art History to the School of Art, Art History and Design in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTION: May 25, 2016 – The Board approved the creation of a Bachelor of Arts and a Bachelor of Fine Arts in Graphic Design in the Department of Art and Art History in the Hixson-Lied College of Fine and Performing Arts at UNL.

December 10, 1988 – The Board approved the change in the name of the Department of Art to the Department of Art and Art History at UNL.

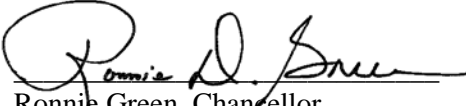

EXPLANATION: The Hixson-Lied College of Fine and Performing Arts currently houses three academic units: the Johnny Carson School of Theatre and Film, the Glenn Korff School of Music, and the Department of Art and Art History. With the approval of the new Graphic Design majors, the Department of Art and Art History will offer seven degrees in three majors. Designating the unit as a “School” recognizes its parity with the other two academic units in the College referenced above. In addition, renaming the Department of Art and Art History, with its new Graphic Design majors, compares closely with art units at peer institutions who have the “School” designation as well as the word “Design” in their titles.

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

PROGRAM COST: \$0

SOURCE OF FUNDS: Not applicable. No new faculty, staff, or additional expenses will be required.

SPONSOR: Marjorie Kostelnik
Interim Senior Vice Chancellor for Academic Affairs

APPROVED: 
Ronnie Green, Chancellor
University of Nebraska-Lincoln

Hank M. Bounds, President
University of Nebraska

DATE: June 30, 2016

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Renaming the Division of Radiation Science Technology Education to the Department of Medical Imaging and Therapeutic Sciences in the College of Allied Health Professions at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Report

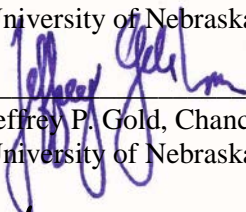

PREVIOUS ACTION: January 30, 2015 – The Board approved transitioning the School of Allied Health Professions to a College of Allied Health Professions at UNMC.
March 14, 1987 – The Board approved the consolidation of Radiologic Technology, Nuclear Medicine Technology, and Radiation Therapy Technology into a single Division of Radiation Science Technology Education in the College of Medicine at UNMC.

EXPLANATION: The College of Allied Health Professions seeks to create the Department of Medical Imaging and Therapeutic Sciences to house and represent six health-related professions programs in cardiovascular interventional technology, diagnostic medical sonography, magnetic resonance imaging, nuclear medicine technology, radiation therapy and radiography. The department will replace the existing Division of Radiation Science Technology Education. The new name for the department more accurately reflects contemporary nomenclature and more accurately encompasses the diagnostic and therapeutic functions of the constituent programs.
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

COST: \$0

SOURCE OF FUNDS: Not applicable

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

APPROVED: 
Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

Hank M. Bounds, President
University of Nebraska

DATE: June 30, 2016

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Strategic Framework report on Global Engagement-Study Abroad

RECOMMENDED ACTION: Report

PREVIOUS ACTION: August 6, 2015 – The Global Engagement-Study Abroad report was presented to the Board of Regents.

EXPLANATION: Attached is the Strategic Framework report on Global Engagement –Study Abroad (Strategic Framework Item 3.d.i). The standard reporting format and definitions utilized by the Institute of International Education (IIE) were used to compile the attached report as the IIE methodology provides an accurate and consistent means of reporting student study abroad data.

The current metric requires a 50% increase over the 2011-12 number of students studying abroad by 2019-20; 1,187 students studied abroad in 2011-12. In 2014-15, 1,392 students studied abroad, an increase of five percent over the previous year (1,321 in 2013-14). Overall growth in the number of students studying abroad is on target to achieve the 2019-20 metric goal.

In 2015-16, each campus received \$25,000 in scholarship funds for students who studied abroad. In 2016-17, each campus will receive \$35,000 in study abroad scholarship funds to enable more students to participate in a credit-bearing study abroad program.

SPONSOR: Steven T. Duke
Assistant Vice President for Global Strategy and International Initiatives

APPROVED: 

Susan M. Fritz
Executive Vice President and Provost

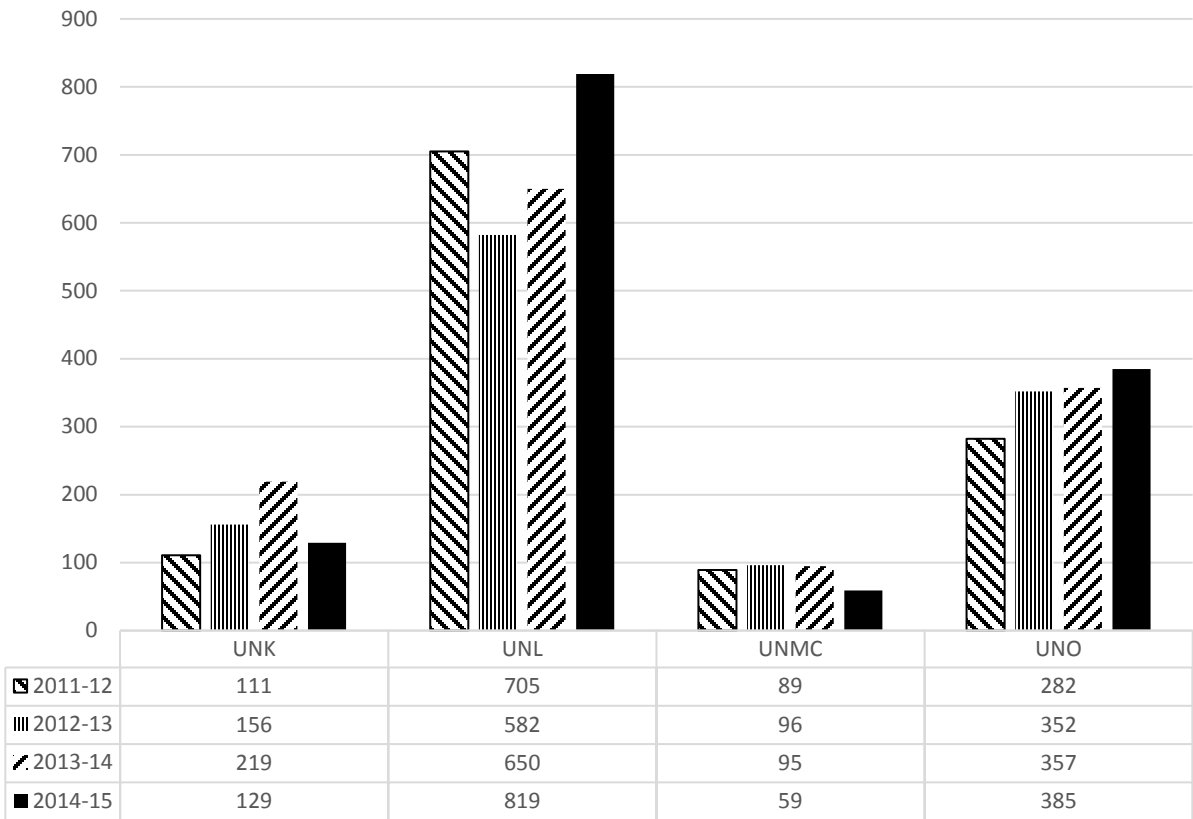
DATE: June 30, 2016

Strategic Framework 3-d-i
Global Engagement – Study
Abroad

Accountability Measure:

- 1) By 2019-20, the number of students studying abroad will reach 1,780, an increase of 50% over the number in 2011-12.

Study Abroad by Campus, 2011-12 to 2014-15 AY



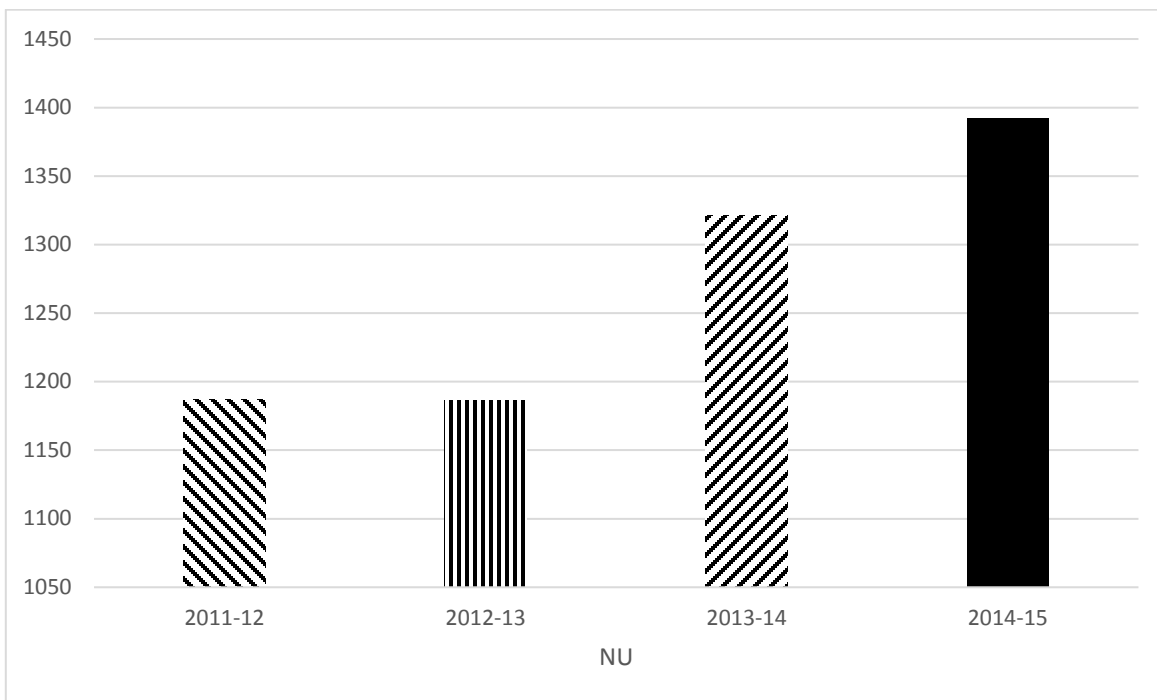
Strategic Framework 3-d-i
Global Engagement – Study
Abroad

Accountability Measure:

- 1) By 2019-20, the number of students studying abroad will reach 1,780, an increase of 50% over the number in 2011-12.

Key Points

- The number of students studying abroad grew 5% over the previous year
- Overall growth is on target to achieve the 2019-20 metric goal



TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Assessing Student Learning Outcomes: Licensure Results

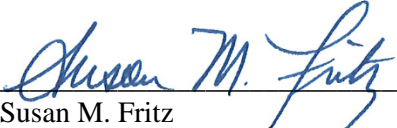
RECOMMENDED ACTION: Report

PREVIOUS ACTION: August 6, 2015 – The Assessing Student Learning Outcomes: Licensure Results report was provided to the Board

EXPLANATION: The licensure results are provided as part of the Strategic Framework Goal 6-g.

We report on licensure examinations that allow national comparisons. The latest results follow recent trends and again were exemplary. (See attached table on the following page.)

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

APPROVED: 

Susan M. Fritz
Executive Vice President and Provost

DATE: June 27, 2016

Strategic Framework 6.g.iii

Student Learning and Success Outcomes

Accountability Measure:

Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys.

UNMC Licensure Exam Pass Rates				
Exam		2015	2014	2013
MD Step 1	UNMC	96	93	95
	National	96	96	96
MD Step 2	UNMC	95	99	99
	National	95	97	99
Nursing	UNMC	89	87	87
	National	86	83	84
Pharmacy	UNMC	98	97	100
	National	96	96	97
Physical Therapy	UNMC	93	100	98
	National	92	90	90

UNMC Dental Licensure Exam Pass Rates			
Exam	2015	2014	2013
DDS Step 1	100	100	96
DDS Step 2	100	100	98
Dental Hygiene	100	100	100

Last recorded national pass rate for Dentistry was in 2011.

UNL Bar Examination Pass Rates		
Year	UNL	National
2013	85%	78%
2014	90%	74%
2015	90%	70%

The continued reporting of this accountability measure is recommended.

TO: The Board of Regents Addendum VII-D-5

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Business Affairs Committee Approval of Intermediate Design Reports

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None.

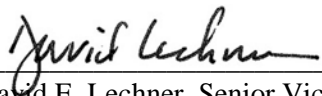
EXPLANATION: Following is an Intermediate Design Report (IDR) approved by the Business Affairs Committee:

UNL– Health Center/UNMC College of Nursing – Lincoln Division
Program Statement Approved: June 12, 2015
Intermediate Design Report: July 22, 2016

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$41,499,000	\$41,499,000
Non Construction Budget:	\$7,877,000	\$8,702,000
Construction Budget:	\$33,622,000	\$32,797,000
NSF:	62,121	65,305
GSF:	100,500	107,016
Substantial Completion:	November 2017	May 2018

It should be noted that while the IDR was approved by the Business Affairs Committee, the related financing for the project will be discussed at its next meeting. The financing will be presented to the entire board in September.

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

APPROVED: 

David E. Lechner, Senior Vice President | CFO
University of Nebraska

DATE: June 27, 2016

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

Business Affairs

MEETING DATE: July 22, 2016

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.

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.

SPONSOR: David E. Lechner
Senior Vice President | CFO

DATE: June 27, 2016

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNL	Hawks Championship Center - Replace Turf	Trust	\$390,250	\$369,372	FieldTurf USA Inc	Sole Source
Construction	UNL	Hawks Championship Center - Replace Turf	Trust	500,000	497,900	Nemaha Landscape Construction	Low Bid Construction
Personal Property	UNL	Vet BioMedical purchase of Biotyper equipment from Bruker Daltonics	Capital Construction Equipment Funds	263,500	263,500	Bruker Daltonics	Sole source – This Biotyper is the only system that makes an identification system for veterinary pathogens.
General Services, Supplies & Commodities	UNL	Network Cisco equipment for Athletics	General Funds	261,087	261,087	CDW Govt Inc	Low responsible bid from CDW-G.
Professional Services	UNL	Rental of Polygon parking lots for football game days	Auxiliaries & Services Funds	304,000	340,000	Polygon Corporation	Sole source – Polygon is owner of parking lots close to Memorial Stadium, used for fans/donor parking.

*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 VII-D-7

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Report on Debt Refinancing

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None.

EXPLANATION: *Board of Regents Policies* 6.3.1 allows the President, in consultation with the Chair of the Board of Regents, to approve contracts and all other documents as may be required in connection with the issuance of indebtedness to refund outstanding indebtedness. The refunding is then to be reported to the Board at its next regularly scheduled meeting.

University of Nebraska Facilities Corporation Deferred Maintenance Bonds Series 2006 approximating \$43,000,000 with a rate of 5.00% were advance refunded on June 9, 2016 through a negotiated sale held on May 24, 2016.

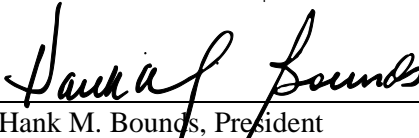
The result of the refunding transaction yielded approximately \$4 million in gross savings on debt service on the foregoing bonds. The net present value savings was \$3.9 million. The net present value benefit was 9% of the outstanding 2006 bonds, versus an internal benchmark of 5% for refunding transactions. The new bonds are fixed rate, have level amortization, have same term (4 years) as the remaining term of the original refunded bonds, and a true interest cost of 1.19%.

PROJECT COST: N/A

SOURCE OF FUNDS: N/A

SPONSOR: David E. Lechner
Senior Vice President | CFO

APPROVED:



Hank M. Bounds, President
University of Nebraska

DATE: June 9, 2016

TO: The Board of Regents AddendumVII-D-8

Business Affairs

MEETING DATE: July 22, 2016

SUBJECT: Naming of rooms and other spaces in the UNMC Center for Drug Discovery and the Lozier Center for Pharmacy Sciences and Education

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Gold have approved the following naming of interior rooms and spaces in The UNMC Center for Drug Discovery and The Lozier Center for Pharmacy Sciences and Education. These spaces are named in recognition of the generous gifts that supported the new building.

Interior Room/Space Namings:

Joseph D. & Millie Williams - Auditoriums #1002 and #2006
Bob & Eileen Griffith Family - Large Classroom #2030
Drs. Edward B. & Victoria F. Roche - Medium Classroom #2025
Kohll's Pharmacy & Homecare - Computer Cluster #2028
Colleen Currie Cleveland - Large Group Room #2029
College of Pharmacy Class of 1986 - Small Group Room #2031


PROJECT COST: None

SOURCE OF FUNDS: None

SPONSORS: Deborah L. Thomas
Interim Vice Chancellor for Business and Finance

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

APPROVED:



Hank M. Bounds, President
University of Nebraska

DATE: June 27, 2016

TO: The Board of Regents
Academic Affairs

MEETING DATE: July 22, 2016

SUBJECT: Revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Library of Medicine.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: January 10, 2010 – The Board approved an amendment of Section 1.2 paragraph three of the *Bylaws of the Board of Regents of the University of Nebraska* to revise the process for approval of rules and regulations for faculty and student self-government organizations.

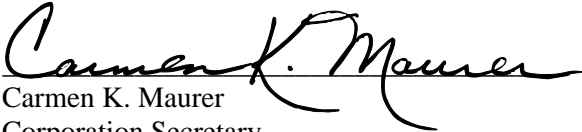
EXPLANATION: The *Bylaws of the Board of Regents* Section 1.2 as amended on January 10, 2010 state, “In any case where any officer, group or agency has been authorized by these *Bylaws* to adopt rules or regulations, such rules or regulations, before they may be effective, shall be:

- (1) considered by the officer, group or agency at a public hearing held after giving reasonable advance public notice thereof;
- (2) reviewed and approved by the General Counsel for consistency with these *Bylaws* and applicable policies, laws and regulations; and
- (3) filed with the Corporation Secretary for report to the Board. The President and cognizant Chancellor are to be timely provided with a courtesy copy of any public hearing notice.”

Consistent with these *Bylaws* and operating procedures, the following changes have been filed with the Corporation Secretary since the last meeting of the Board:

- Bylaws of the Faculty of the University of Nebraska Library of Medicine.

These changes are available for inspection in the Office of the Corporation Secretary.

REPORTED BY: 
Carmen K. Maurer
Corporation Secretary

DATE: July 6, 2016

BYLAWS OF THE FACULTY
OF THE
UNIVERSITY OF NEBRASKA MEDICAL CENTER
LIBRARY OF MEDICINE

ARTICLE I. Name

1.0 The name of the organization shall be the Faculty of the University of Nebraska Medical Center Library of Medicine, hereinafter referred to as the Faculty. The Library of Medicine abides by the Bylaws of the Board of Regents of the University of Nebraska. The following bylaws have been adopted to enable the Library of Medicine to achieve its specific goals.

ARTICLE II. MISSION AND PURPOSE

Section 1: Mission. The mission of the Library of Medicine is to support the academic, research, patient care, and outreach programs of the University of Nebraska Medical Center and the health information needs of the people of Nebraska.

Section 2: Purpose. The purpose of the Faculty shall be:

1. To acquire, organize, manage, and preserve collections and resources appropriate to the institutional mission.
2. To educate users in information retrieval and management.
3. To support distance learners and other remote users.
4. To provide leadership in the development of skills to support lifelong learning and information management.
5. To advance the field of Library & Information Science through professional and scholarly activities.
6. To establish and maintain sound policies on academic governance and other matters affecting the Faculty.

ARTICLE III. DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the Faculty shall be:

1. To propose, promote, and support the policies, programs and activities of the Library of Medicine.
2. To review academic and professional policies and advise the Director prior to submission to the Chancellor of the [University of Nebraska](#) Medical Center.

3. To receive reports from committees of the Faculty and act upon the recommendations.
4. To receive reports from advisory bodies and the Chancellor of the [University of Nebraska](#) Medical Center on the policies of the Library of Medicine.
5. To promote cooperative relationships with other state agencies, with the librarians of the state, and with other ~~health professional~~ libraries in the state, the region, and the country.
6. To participate in the academic governance of the Library.
7. To participate in the selection of Faculty.

ARTICLE IV. MEMBERSHIP

Section 1: Membership. Members of the Faculty shall be Professors, Associate Professors, Assistant Professors, and Instructors, and shall include full-time and, part-time continuous (tenured) and health professions appointments, volunteer appointments, and courtesy appointments. The voting membership of the Faculty shall consist of all individuals holding an academic appointment in the Library of Medicine with the rank of Instructor or above. Volunteer and courtesy faculty members may attend meetings and serve as consultants to committees, but may not vote. Emeritus members of the Faculty shall be those individuals ~~who have held a Library of Medicine appointment with the rank of Instructor or above and~~ who have been granted Emeritus status. Such members may attend meetings and serve as consultants to committees, but may not vote.

Section 2: Appointments and Promotions. Members of the Faculty shall be appointed and promoted in accordance with the Bylaws of the Board of Regents.

Section 3: Types of Appointment. Faculty members may be granted courtesy, special, health professions, or continuous (tenured) appointments. Faculty members may apply or be proposed for continuous appointment in accordance with departmental and UNMC criteria for awarding tenure in effect at the time of consideration.

Section 4: Faculty Evaluation. Pursuant to Section 4.6 of the Bylaws of the Board of Regents, each Faculty member shall undergo an annual evaluation.

ARTICLE V. GOVERNANCE

Section 1: Officers of the Faculty. The officers of the Faculty shall be:

1. Chair: The Director of the Library of Medicine shall be Chair of the Faculty.
2. Vice-Chair: The Vice-Chair shall preside at all meetings in the absence of the

Chair~~Director~~. ~~They~~ He or she shall prepare the agenda for all meetings after consultation with the Chair~~Director~~ and distribute written notices and agenda of all meetings to each member of the Faculty at least seven days prior to such meetings. Such distributions shall constitute due notice. The Vice-Chair shall keep minutes of the meetings and send a copy to each member of the Faculty. ~~and retain a permanent copy within the Library Archives.~~

Section 2: Terms and Election of Officers~~Officers~~ Vice-Chair. The Vice-Chair shall be elected by the Faculty from nominations submitted by the Nominating Committee and additional nominations from the floor. The Vice-Chair shall serve for a period of one year from July 1, or until ~~their~~ his or her successor has been duly elected. ~~They~~ He or she may be re-elected for further terms of office not exceeding a total of three consecutive years and shall again be eligible for election after a lapse of one year.

Section 3: Committees.

1. Nominating Committee: The Nominating Committee shall consist of ~~three~~ two members of the Faculty appointed by the Director who shall also designate the Chair of the Committee. Appointment shall be made by July 1. Members serve for one year starting July 1 of each year and ending June 30 of the following year. The Nominating Committee shall prepare a slate of candidates for Vice-Chair. The Vice-Chair shall be elected by a written ballot by March 31. The Nominating Committee will report the results of the election at the next Faculty meeting.

~~2. Library Personnel Committee: Membership shall consist of three members of the Library Faculty appointed by the Director by July 1, who shall also designate the Chair. The term of office shall be three years. Members shall review and advise the director on personnel and salary issues related to the library faculty. Recommendations on reappointment, promotion, and continuous appointment shall be made prior to the established date set by the Chancellor's office at the beginning of each calendar year.~~

3. 2. Grievance Committee: The Faculty Grievance Committee shall consist of three members of the Faculty who shall be elected by the Faculty for a term of three years. One member will be elected each year and the member with the longest service on the Committee will be the Chair. The Grievance Committee shall consider any grievance filed by any Faculty member.

4. 3. Peer Review Committees: A Peer Review Committee will be formed whenever a Faculty member becomes a candidate for promotion or tenure, or when a courtesy faculty appointment is nominated. ~~by the director~~. The membership of this committee will consist of Faculty members at the rank of Instructor and above for promotion and Assistant Professor and above for tenure. ~~A~~ The Peer Review Committee will review the documents submitted by the

candidate and make its recommendation to the ~~Library~~ Director.

~~5.~~ 4. Search Committees: A Search committee will be appointed by the ~~D~~irector whenever there is a faculty vacancy to be filled. The membership of this committee shall be broadly representative of all areas of the ~~L~~ibrary. The Search Committee will prepare and submit its recommendation to the ~~Library~~ Director.

~~6.~~ 5. Ad Hoc Committees: The Director may appoint such ad hoc committees from the membership of the Faculty as ~~they~~ he or she deems necessary to assist in any particular situation that may arise. Such committees will be dissolved when the function for which they were appointed has been completed.

ARTICLE VI. MEETINGS

1. Faculty shall meet a minimum of four times a year. Special meetings may be called by the Director or may be called by the Vice-~~Chair~~ upon written request from three or more members of the faculty.

2. Meetings of the Faculty shall be governed by the Standard Code of Parliamentary Procedure (formerly the Sturgis Standard Code of Parliamentary Procedure).

3. A quorum shall consist of a simple majority of voting members of the Faculty present at the meeting, either physically or by tele-technology.

4. Tele-technology.—: Faculty may attend regular and special meetings using tele-technologies that allow for two-way communication between the originating site (Library) and the remote location (faculty member).

ARTICLE VII. AMENDMENTS

These Rules and Regulations may be amended by a two-thirds majority vote by those members present at any regular or special meeting of the Faculty. ~~., provided that N~~otice of any proposed amendment ~~has been~~ must be distributed to each voting member at least thirty days prior to the meeting at which the amendment will be presented. Such distribution shall constitute due notice. Amendments shall become effective when, in accordance with Section 1.2 of the Bylaws of the Board of Regents, they are considered by the Faculty at a public hearing, reviewed and approved by the General Counsel for the University, and filed with the Corporation Secretary for report to the Board of Regents. when reviewed by the Chancellor of the University of Nebraska Medical Center, the President of the University of Nebraska, and approved by the Board of Regents.

ARTICLE VIII.

These Rules and Regulations supersede all previous Rules and Regulations, and shall become effective ~~when adopted by the Faculty and approved by the Chancellor of the~~

~~University of Nebraska Medical Center, the President of the University of Nebraska and the Board of Regents, in accordance with the process immediately described above.~~

Adopted by the Library Faculty, October 6, 1978.

Approved by the Board of Regents, November 10, 1978

Adopted by the Library Faculty, February 8, 2006

Approved by the Board of Regents, April 21, 2006

~~Adopted by the Library Faculty, May 26, 2015~~

Lincoln, Nebraska
May 25, 2016

The Board of Regents of the University of Nebraska met on May 25, 2016, at 1:43 p.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 and Attachment 2

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press as follows: May 16, 2016, a notice containing Amendments to Section 2.11 of the *Bylaws of the Board of Regents*, and revisions to the *University of Nebraska at Kearney Student Code of Conduct* was sent to the above groups and posted in the first floor lobby of Varner Hall; May 17, 2016, a notice of this meeting was sent to the above groups and posted in the first floor lobby of Varner Hall.

Regents present:

Timothy Clare
Hal Daub
Bob Phares
Jim Pillen
Robert Schafer
Kent Schroeder, Chairman
Bob Whitehouse, Vice Chairman
Rachel Flaugh, University of Nebraska at Kearney
Spencer Hartman, University of Nebraska-Lincoln
Daniel Cloonan, University of Nebraska Medical Center
Patrick Davlin, University of Nebraska at Omaha

Not present:

Howard Hawks

University officials present:

Hank M. Bounds, President
Susan M. Fritz, Executive Vice President and Provost
Carmen K. Maurer, Corporation Secretary
Ronnie D. Green, Chancellor-elect, University of Nebraska-Lincoln
John E. Christensen, Chancellor, University of Nebraska at Omaha
David E. Lechner, Senior Vice President for Business and Finance | CFO
Joel D. Pedersen, Vice President and General Counsel
Matthew C. Hammons, Interim Vice President for University Affairs
Ronald E. Yoder, Interim Vice President of Agriculture and Natural Resources

Not present:

Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 1:43 p.m. in the Board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska on May 25, 2016. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Whitehouse and seconded by Daub to approve the minutes and ratify the actions of the regularly scheduled meeting on March 18, 2016.

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Daub, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Not Present: Hawks. Motion carried.

Chairman Schroeder announced the location of the Open Meetings Act in the board room.

Chairman Schroeder welcomed newly-elected student regents Rachel Flaugh, University of Nebraska at Kearney; Spencer Hartman, University of Nebraska-Lincoln; Daniel Cloonan, University of Nebraska Medical Center; and Patrick Davlin, University of Nebraska at Omaha.

President Bounds welcomed newly-elected Faculty Senate Presidents Dr. Noah Rogoff, University of Nebraska at Kearney; Dr. David Woodman, University of Nebraska-Lincoln; Dr. Nizar Wehbi, University of Nebraska Medical Center; and Dr. Robert Woody, who is returning as Faculty Senate President from the University of Nebraska at Omaha.

IV. KUDOS

Regent Clare presented a KUDOS award to William Stoutamier, Director of the G. W. Frank Museum of History and Culture at the University of Nebraska at Kearney.

Regent Schafer presented a KUDOS award to Mary Morris, Administrative Assistant for the Department of Biostatistics in the College of Public Health at the University of Nebraska Medical Center.

Regent Phares presented a KUDOS award to Eric Wingert, Lead Software Developer in Information Services at the University of Nebraska at Omaha.

Regent Daub presented a KUDOS award to Jerry Schluckbeier, Assistant Business Manager for the Natural Resources Business Center in the Institute of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

V. RESOLUTION OF RECOGNITION

Regent Whitehouse presented the following resolution. The resolution was read aloud to Andrew Shaw, prior to the opening of the meeting, and offered during the meeting for approval and adoption.

WHEREAS, Andrew Shaw has served as a member of the University of Nebraska Board of Regents and as President of the University of Nebraska Medical Center Student Senate during the 2015-2016 term;

WHEREAS, Regent Shaw represented himself, his institution and his fellow students with dignity and integrity during board meetings and events across the state, and has served as a vocal and unwavering advocate for students throughout the NU system;

WHEREAS, Regent Shaw, in his role as UNMC Student Senate president, advocated for increased attention for student well-being, which led to the creation of a student wellness task force and the hiring of a new Student Wellness Coordinator at UNMC;

WHEREAS, Regent Shaw and the UNMC Student Senate collaborated with the College of Nursing and the Psychiatry Interest Group in hosting the “Stay Well and Excel” student wellness forum headlined by a nationally recognized expert in student stress and burnout;

WHEREAS, Regent Shaw, in his role as UNMC Student Senate president, made strides to better connect the UNMC Omaha campus with the other UNMC campus locations across the state; gathered information to improve the effectiveness of electronic communication to UNMC students; and continued involvement in developing the next generation of the UNMC mobile app;

WHEREAS, Regent Shaw led work to help UNMC become more sustainable, passing a resolution advocating the removal of all Styrofoam food packaging from UNMC campuses; the switch to paper cups and bowls in the Omaha cafeterias have already occurred;

WHEREAS, Regent Shaw, in his role as UNMC Student Senate president, collaborated with the Graduate Student Association to help develop an online alumni network;

NOW, THEREFORE, BE IT RESOLVED, that the University of Nebraska Board of Regents expresses its sincere appreciation for the outstanding contributions and dedicated service of Regent Andrew Shaw during his term on the Board and wishes him success in all of his future endeavors.

Resolution Adopted

There being no objections, the resolution offered for the benefit of Regent Shaw was approved and adopted by the general consent of the Board.

Chairman Schroeder took a moment to recognize the many contributions and achievements of Chancellor Harvey Perlman, who retires on June 30, 2016, as 19th Chancellor at the University of Nebraska-Lincoln. Most notably, those achievements included:

In 2010, he played a major role in leading the University of Nebraska-Lincoln to membership in the Big Ten Conference. While a prestigious and challenging sports conference, of equal (some might think more) prestige, is its academic counterpart, the Committee on Institutional Cooperation.

During his tenure as Chancellor, he presided over 87 ground-breakings, as the UNL campus transformed with additions including the new College of Business Administration building, the Ken Morrison Life Science Research Center, the Diocles Laser Laboratory, the renovated Whittier Research Center, the Jackie Gaughan Multicultural Center, the academic commons in Love Library, the Schorr Center in South Memorial Stadium, and the new home for physics and astronomy, Jorgensen Hall.

He played an integral leadership role in the establishment of Nebraska Innovation Campus, an important new hub of public-private partnerships and economic development for the state.

He was instrumental in the establishment of the Daugherty Water for Food Institute; the Center for Brain, Biology and Behavior; the Raikes School for Computer Science and Management; and the Johnny Carson School for Emerging Media Arts.

He helped lead UNL to rise in the U.S. News Rankings to claim a spot among the top 50 public national research universities in the nation.

He played an important leadership role, expanding UNL's international presence, most notably in Brazil, India, Africa and China.

He served as University of Nebraska-Lincoln chancellor from 2001-2016 with vision and focus. Particularly adept in the midst of challenging circumstances, he positioned UNL and the University of Nebraska, always with an emphasis on the best interest of the future of its students and the state of Nebraska.

On behalf of the Board and the University of Nebraska, Chairman Schroder thanked Mr. Perlman for his dedication to this institution and wished him all the best as he returns to the College of Law.

VI.

HEARINGS

Amendment to Section 2.11 of the *Bylaws of the Board of Regents*

Revised University of Nebraska at Kearney Student Code of Conduct

VII.

PUBLIC COMMENT

None

VIII. CONSENT AGENDA

A. ACADEMIC AFFAIRS

- Motion Moved by Daub and seconded by Clare to approve items VIII-A-1, VIII-A-2, and VIII-A-3
- VIII-A-1 President's Personnel Recommendations
- VIII-A-2 Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program review reports to the NCCPE
- VIII-A-3 Request for Approval of Outside Employment from Dr. Victor Winter, University of Nebraska at Omaha
- Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.
- President Bounds welcomed congratulated University of Nebraska-Lincoln Chancellor Ronnie Green as well as Ron Yoder, Interim Vice President of Agriculture and Natural Resources.
- Regent Schroeder read a statement from Regent Howard Hawks wherein he stated his full support for Chancellor Green.

IX. ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

- Motion Moved by Phares and seconded by Pillen to approve item IX-A-1
- IX-A-1 Approve an amendment to Section 2.11 of the *Bylaws of the Board of Regents* related to Multi-Departmental Academic Centers for Research, Teaching and/or Service
- 2.11 Multi-Departmental Academic Centers for Research, Teaching, and/or Service**
- The President will conduct periodic reviews of all "Multi-Departmental Academic Centers for Research, Teaching, and/or Service," on a timetable appropriate to the nature of the center but not less frequently than every ~~five~~ seven years, and report the results of periodic reviews to the Board of Regents.
- Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.
- Motion Moved by Whitehouse and seconded by Phares to approve item IX-A-2
- IX-A-2 Approve the University of Nebraska at Kearney Student Code of Conduct
- Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, and Phares. Not Present: Hawks. Motion carried.
- Motion Moved by Pillen and seconded by Daub to approve item IX-A-3
- IX-A-3 Approve the amendment to remove *Board of Regents Policy* RP-4.2.4, Maude Hammond Fling Fellowships, and delegate to the Executive Vice President and Provost, or her designee, the authority to award the Fellowships to recipients at the University of Nebraska-Lincoln, in accordance with the terms of bequest

It is proposed that the following *Board of Regents Policy* RP-4.2.4 be eliminated:

RP-4.2.4 Maude Hammond Fling Fellowships

~~With regard to graduate fellowships it is contemplated that they be of two types, (1) graduate fellowships, and (2) dissertation travel fellowships, to be established and granted in an amount to be determined by the majority of the Board of Regents of the University and a majority of the Executive Committee of the Board of Trustees of the University of Nebraska Foundation, and granted to recipients chosen by such officials of the University of Nebraska or committees from the faculty personnel thereof as designated by said Board of Regents and said Executive Committee.~~

- ~~1. The Graduate Fellowships shall be designated the "Maude Hammond Fling Fellowships" and shall be awarded to students in the Graduate College of the University of Nebraska who are enrolled in a full time course of study with the objectives of a masters or doctoral degree. Until further action is taken, each such fellowship shall provide a stipend not in excess of \$7,000.00 annually plus resident tuition and required fees over a twelve month period.³~~
- ~~2. There is established another type of graduate fellowships to be known as the "Maude Hammond Fling Dissertation Travel Fellowships," which shall be awarded to students who are candidates for a doctoral degree in the Graduate College of the University of Nebraska. Each candidate must submit proposals outlining the nature of his or her research, a justification for dissertation travel, and a proposed budget for the travel, and shall furnish a letter of support from his or her advisor. Each such travel fellowship shall provide an award equal to the proposed budget for the proposed travel, but not to exceed \$1,000.00.~~
- ~~3. The recipients of Maude Hammond Fling Fellowships and Maude Hammond Fling Dissertation Travel Fellowships shall be selected by the Graduate Fellowship Committee as the same is now constituted.⁴~~
- ~~4. The faculty research fellowships shall be designated the "Maude Hammond Fling Faculty Research Fellowships" and shall be awarded to full time members of the University of Nebraska Faculty who hold the rank of instructor, assistant professor, associate professor or professor. Each such fellowship will be awarded for either a ten week summer period or a five month period during an academic year semester.~~

~~The stipend for the Maude Hammond Fling Faculty Research Fellowships shall be \$5,500 awarded for ten weeks during the summer, or an amount equal to the recipient's salary during one academic year semester in the case of fellowships awarded for five months during the academic year.~~

~~Each recipient shall be on leave without salary during the period of fellowships to undertake a specific research study on the University of Nebraska campus or elsewhere. Recipients of the fellowship shall be appointed by a majority of the Board of Regents of the University of Nebraska and a majority of the Executive Committee of the University of Nebraska Foundation, and each such fellowship shall be in such field of research as the Board of Regents of the University of Nebraska shall determine advisable. Said faculty research fellowships shall be awarded on the basis of merit of research proposals submitted by applicants and all applications must be approved by the applicant's department chairperson and the dean of his or her college. Recipients shall be selected initially by the Research Council as the same is now constituted.²~~

- ~~5. Fifty percent (50%) of the net income shall be used for the graduate fellowships and the dissertation travel fellowships, in such proportion as is determined by the Graduate Fellowship Committee and fifty percent (50%) of the net income shall be used for faculty research fellowships.~~
- ~~6. This resolution shall be submitted to the Executive Committee of the Board of Trustees of the University of Nebraska Foundation for its approval or other action.~~

~~7. The Board of Regents of the University of Nebraska is deeply appreciative of the generous provisions made for the benefit of the University of Nebraska by Maude Hammond Fling.¹~~

Reference:

¹BRUN, Minutes, 34, pp. 20-21 (December 11, 1971).

²BRUN, Minutes, 35, p. 170 (December 9, 1972).

³BRUN, Minutes, 54, p. 213 (July 22, 1989).

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Schafer, Schroeder, Whitehouse, Clare, Daub, Phares, and Pillen. Not Present: Hawks. Motion carried.

Motion Moved by Daub and seconded by Clare to approve item IX-A-4

IX-A-4 Approval is requested to create a Bachelor of Arts and a Bachelor of Fine Arts in Graphic Design in the Department of Art and Art History in the Hixson-Lied College of Fine and Performing Arts at the University of Nebraska-Lincoln

Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Schroeder, Whitehouse, Clare, Daub, Phares, Pillen, and Schafer. Not Present: Hawks. Motion carried.

Motion Moved by Phares and seconded by Whitehouse to approve item IX-A-5

IX-A-5 Approval is requested to establish a Department of Dermatology in the College of Medicine at the University of Nebraska Medical Center

Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Whitehouse, Clare, Daub, Phares, Pillen, Schafer, and Schroeder. Not Present: Hawks. Motion carried.

B. BUSINESS AFFAIRS

Motion Moved by Clare and seconded by Phares to approve item IX-B-1

University of Nebraska

IX-B-1 Approve the University of Nebraska's FY 2016-17 Operating Budget

There was discussion

Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Clare, Daub, Phares, Pillen, Schafer, Schroeder, and Whitehouse. Not Present: Hawks. Motion carried.

Motion Moved by Phares and seconded by Pillen to approve item IX-B-2

IX-B-2 Approve the Nebraska College of Technical Agriculture's FY 2016-17 Operating Budget, FY 2016-17 Tuition Rates, and reappropriate with the State's Department of Administrative Services any unexpended balances existing on June 30, 2016 that are committed to be spent in FY 2016-17

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Daub, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Not Present: Hawks. Motion carried.

Motion Moved by Pillen and seconded by Phares to approve item IX-B-3

IX-B-3 Approve the lease of office space for the University of Nebraska High School and Online Worldwide

There was discussion

- Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.
- Motion and Friendly Amendment Moved by Daub to approve item IX-B-4. Phares offered a friendly amendment to modify the motion, giving President Bounds the discretion to delay or deny execution of the lease, pending the President's consideration of other options that may be available for BECI office space. Daub accepted the friendly amendment. Seconded by Pillen as amended.
- IX-B-4 Approve the lease of office space for the Buffett Early Childhood Institute
- There was discussion
- Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.
- Motion Moved by Phares and seconded by Pillen to approve item IX-B-5
- IX-B-5 Approve the purchase of the hosted Leepfrog CourseLeaf Academic Catalog and Curriculum Management Software
- There was discussion
- Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Pillen, Schafer, Schroeder, Whitehouse, Clare, Daub, and Phares. Not Present: Hawks. Motion carried.
- Motion Moved by Pillen and seconded by Phares to approve item IX-B-6
- IX-B-6 Approve the purchase of an enterprise Identity & Access Management solution
- Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Schafer, Schroeder, Whitehouse, Clare, Daub, Phares, and Pillen. Not Present: Hawks. Motion carried.
- Motion Moved by Daub and seconded by Pillen to approve item IX-B-7
- IX-B-7 Approve University of Nebraska Computing Services Network entering into rack hosting services arrangements for Network Nebraska members
- There was discussion
- Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Schroeder, Whitehouse, Clare, Daub, Phares, Pillen, and Schafer. Not Present: Hawks. Motion carried.
- Motion Moved by Pillen and seconded by Phares to approve item IX-B-8
- University of Nebraska-Lincoln
- IX-B-8 Approve a ten-year agreement with Fanatics Retail Group Nebraska, Inc. for management of Nebraska Athletics' Husker Authentic retail and game-day outlets, catalog, and on-line merchandising
- There was discussion
- Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Whitehouse, Clare, Daub, Phares, Pillen, Schafer, and Schroeder. Not Present: Hawks. Motion carried.
- Motion Moved by Clare and seconded by Phares to approve item IX-B-9

IX-B-9 Approve the sole source purchase of a Field Phenotyping Platform for the Agricultural Research Division of IANR at the University of Nebraska-Lincoln

There was discussion

Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Clare, Daub, Phares, Pillen, Schafer, Schroeder, and Whitehouse. Not Present: Hawks. Motion carried.

Motion Moved by Phares and seconded by Clare to approve item IX-B-10

University of Nebraska Medical Center

IX-B-10 Amend the Articles of Incorporation to the Med Center Development Corporation to include additional properties for development

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Daub, Phares, Pillen, Schafer, Schroeder, Whitehouse, and Clare. Not Present: Hawks. Motion carried.

Motion Moved by Pillen and seconded by Daub to approve item IX-B-11

University of Nebraska at Omaha

IX-B-11 Approve acceptance of a bequest from the Bruce H. Clark Revocable Trust to the University of Nebraska at Omaha and approve the use of funds to establish the Bruce H. Clark Scholarship Fund as a quasi-endowment fund to be used for scholarships at the University of Nebraska at Omaha

Action There was discussion
Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.

C. FOR INFORMATION ONLY

IX-C-1 University of Nebraska Strategic Planning Framework

IX-C-2 University of Nebraska Strategic Framework Accountability Measures

IX-C-3 Calendar of establishing and reporting accountability measures

IX-C-4 University of Nebraska Strategic Dashboard Indicators

IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework

D. REPORTS

IX-D-1 Quarterly Personnel Report

IX-D-2 Renaming the Nebraska College of Technical Agriculture's undergraduate certificate in Veterinary Technology Systems to Animal Health Care

IX-D-3 Renaming the Department of Physics and Physical Science to the Department of Physics and Astronomy in the College of Natural and Social Sciences at the University of Nebraska at Kearney

IX-D-4 Renaming the Environmental Studies major to the Environmental Science major in Environmental Studies Program in the College of Arts and Sciences at the University of Nebraska at Omaha

IX-D-5 Laboratory, Student, and Miscellaneous Fees for 2016-2017

IX-D-6 Quarterly Status of Capital Construction Projects

- IX-D-7 Report to Increase original allocation to LB 605 projects
- IX-D-8 Report to Adjust Square Feet of the Nebraska Innovation Campus Food Innovation Center
- IX-D-9 Bids and Contracts Report
- IX-D-10 Quarterly Report of Gifts, Grants, Contracts and Bequests

Chairman Schroeder accepted the reports on behalf of the Board

X. ADDITIONAL BUSINESS

Motion Moved by Pillen and seconded by Phares that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public

- a. Personnel matters involving members of the University staff; and
- b. Strategy session with respect to litigation.

Chairman Schroeder declared that the closed session would be strictly limited to a discussion of:

- a. Personnel matters involving members of the University staff; and
- b. Strategy session with respect to litigation.

Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Phares, Pillen, Schafer, Schroeder, Whitehouse, Clare, and Daub. Not Present: Hawks. Motion carried.

The Board went into closed session at 2:45 p.m. The Board reconvened the open meeting at 3:12 p.m.

ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Schroeder at 3:13 p.m.

Respectfully submitted,

Carmen K. Maurer
Corporation Secretary

Kent A. Schroeder
Chairman of the Board