



## Board of Regents

### Meeting Agenda

Varner Hall Board Room

3835 Holdrege Street

Lincoln, NE, 68583-0745

Thursday, June 1, 2017

10:00 a.m.

**UNIVERSITY OF NEBRASKA BOARD OF REGENTS  
SCHEDULE OF PRESENTATIONS**

**THURSDAY, JUNE 1, 2017**

ACADEMIC AFFAIRS COMMITTEE

9:00 A.M.

Topic: Nebraska Food for Health Center *[20 minutes]*

Presenter: Andrew Benson, W.W. Marshall Distinguished Professor of Biotechnology and Director of the proposed Nebraska Food for Health Center

Topic: Child Health Research Initiative *[20 minutes]*

Presenter: John Sparks, Chair, University of Nebraska Medical Center Department of Pediatrics and Carol Remmer Angel, M.D., Presidential Chair of Pediatrics

Topic: Global Center for Health Security *[20 minutes]*

Presenters: Chris Kratochvil, M.D., Associate Vice Chancellor for Clinical Research and Vice President for Research, Nebraska Medicine  
Ken Bayles, Associate Vice Chancellor for Basic Science Research and Director of Biodefense Research, NSRI  
John Lowe, Assistant Vice Chancellor for Interprofessional Health Security Training and Education

10:00 A.M.

BOARD OF REGENTS MEETING

- Kudos Awards Presented
- Introductions of New Student Regents/Faculty Senate Presidents
- Recess for group photo on front steps and lunch as convenient

## NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 1, 2017, at 10:00 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 <https://nebraska.edu/regents/agendas-and-minutes>.

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

Dated: May 25, 2017

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

## NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Thursday, June 1, 2017, at 10:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

In accordance with *Board of Regents Bylaw 1.11, Amendments to the Bylaws*, notice is hereby given that at the above described meeting, amendments to Sections 1.4.4, 5.6 and 5.6.1 of the *Bylaws of the Board of Regents*, and addition of Section 6.7 to the *Policies of the Board of Regents* and amendments to Section 5.10 of the *Policies of the Board of Regents*, shall be proposed as indicated in the attached agenda item.

An agenda of subjects not related to the proposed Bylaws and Policies amendments will be subsequently posted in accordance the law, the Bylaws and rules which govern the Board of Regents. When so posted, the full agenda for the meeting will be 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: May 19, 2017

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



Attachment to Bylaws Notice of Meeting

TO: The Board of Regents

Academic Affairs  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies* related to directory information for employees and students.

RECOMMENDED ACTION: Approve Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies*.

PREVIOUS ACTION: Submitted for information only at March 31, 2017 meeting. Section 1.4.4 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 1.4.4 was subsequently amended on February 28, 1998. Section 5.6 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6 was subsequently amended three times, most recently on September 16, 2005. Section 5.6.1 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6.1 was subsequently amended once on June 13, 1992. Section 5.10 of the *Policies* became effective, as approved by the Board of Regents, on June 15, 2006. No subsequent changes have been made since that time.

EXPLANATION: Information regarding public directory information for employees and related confidentiality rules are currently found in Section 1.4.4. of the *Bylaws*. Information regarding public directory information and related confidentiality rules regarding students are currently found in Section 5.6 and 5.6.1 of the *Bylaws* and Section 5.10 of the *Policies*. The proposed revisions will move all information regarding directory information and related confidentiality rules for employees and students from the *Bylaws* to the *Policies* for consistency purposes and ease of reference. Section 1.4.4 of the *Bylaws* is being moved to 6.7 of the *Policies* with a few amendments. Proposed 6.7 of the *Policies* adds University telephone number and University email address to public directory information for employees. Proposed 6.7 of the *Policies* also provides notice to employees that personnel information may be shared as a part of an administrative

proceeding or with third parties when third parties are performing a University function.

The proposed revisions to 5.10 of the *Policies* adds University email address to directory information for students and restricts the disclosure of directory information for students to the University community.

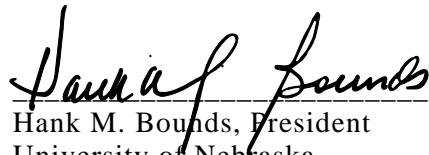
[See attached revisions to all sections above]

SPONSORS:

Susan M. Fritz  
Executive Vice President and Provost

David E. Lechner  
Senior Vice President | CFO

RECOMMENDED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 8, 2017

Amendments to the *Bylaws* of the Board of Regents of the University of Nebraska:

~~1.4.4 **Records of the University.** Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student, faculty, and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the laws of the State of Nebraska, provided such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available.~~

~~(a) For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.~~

~~(b) For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.~~

~~(c) For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.~~

~~(d) For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) postsecondary education degrees earned, (7) awards or honors, and (8) date of separation from University employment.~~

**5.6 Public Information Regarding Students.** ~~Public information regarding students attending the University shall be the (i) student's name, (ii) local address, (iii) permanent address, (iv) telephone listings, (v) year at the University, (vi) dates of attendance, (vii) academic college and major field of study, (viii) enrollment status (e.g., undergraduate or graduate; full time or~~

part time), (ix) participation in officially recognized activities and sports, (x) degrees, honors and awards received, and (xi) most recent educational agency or institution attended. The names of students mentioned in some kinds of campus security or campus police reports concerning accidents and incidents may also be released to the public. Each major administrative unit shall define the kinds of reports and information that may be released to the public. Information contained in personal files of the student is considered confidential and requires written authorization by the student for release; provided such records with names and personal identification deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Public information regarding students, rules with respect to confidentiality, and any release of information will be governed in accordance with Federal and State law. The Board is authorized to develop policies and procedures consistent with that law.

~~5.6.1 **Release of Information.** Information concerning students obtained through counseling or disciplinary activities will not be made available to unauthorized persons within the University, or to any person outside the University without the expressed consent of the student involved, except under legal compulsion or where the safety of others is involved; provided such records with names deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Each major administrative unit may disclose to an alleged victim of any crime of violence the results of any disciplinary proceeding conducted against the alleged perpetrator of such crime with respect to such crime.~~

Amendments to the *Policies* of the Board of Regents of the University of Nebraska:

### **RP-6.7 Records of the University**

Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available to the public, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student records; personal information in faculty and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the Federal and State law, provided, if otherwise consistent with the law, such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available. In very limited circumstances, the University may share nondirectory personnel information with third parties when such third parties are performing a University service or function provided, however, that the President or the President's designee has approved the information disclosure. The University may share nondirectory personnel information as a part of administrative proceedings including, but not limited to, NEOC proceedings. The University will comply with any lawful administrative or judicial order requiring the production records, and will provide records in response to legitimate requests for discovery of evidence in litigation in which the University is involved.

1. For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.
2. For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.
3. For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.
4. For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) University telephone number, (7) University email address, (8) postsecondary education degrees earned, (9) awards or honors, and (10) date of separation from University employment.

Notwithstanding any provision above to the contrary, the University shall comply with such federal, state and local laws as may be applicable to its records, including laws related to confidentiality and disclosure.

#### **RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA).**

##### 1. Scope of Policy

This policy governs all "education records" maintained by all campuses and the central administration of the University of Nebraska.

##### 2. Purpose of FERPA; Definition of Education Records

- a. FERPA affords students certain rights with respect to their education records. FERPA defines "education records" as those records:

Directly related to a student; and

Maintained by an institution or a party acting for the institution.

- b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.
- c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative and correspondence study programs. The rights provided to students under the federal law set forth in FERPA do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.

### 3. Records Not Covered By FERPA

The term "education records" does not include:

- a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.
- b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)
- c. Records relating to an individual's employment at the University of Nebraska, when such employment is not based upon the individual's status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual's capacity as an employee, and are not available for use for any other purpose.
- d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student's choice.)
- e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be "education records" after the student leaves or graduates from the University of Nebraska.

### 4. Students Rights to Inspect and Review Educational Records

- a. Students and former students have the following rights:

- The right to inspect and review their education records within 45 days of their request to inspect.

- The right to a response to a reasonable request for an explanation and interpretation of the record.

- The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.

b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:

- Financial information submitted by parents.
- Confidential letters and recommendations placed in their files prior to January 1, 1975.
- Confidential letters and recommendations placed in their files after January 1, 1975, if: (1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an educational institution or program, application for employment, or receipt of an honor.

c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

## 5. Procedure to Inspect and Review; Challenges to the Record

a. A student should submit to the registrar, director of registration and records, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.

b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.

- c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

## 6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

## 7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

- a. A request for information in an education record or personally identifiable information by a “school official” determined to have a “legitimate educational interest” in the information. “School official” shall mean a person employed by any administrative unit ( i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest (including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a “legitimate educational interest” if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.
- b. Lawful compliance with a properly issued subpoena or court order.
- c. A request in connection with a student’s application for financial aid.
- d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.
- e. Information submitted to accrediting organizations.
- f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.



- g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.
  - h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.
  - i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.
  - j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.
  - k. Requests for directory information, as more specifically discussed below.
8. Directory Information; Definition; Request for Non-Disclosure
- a. The University of Nebraska has defined the following student information as ~~public~~ directory information:
    - student name
    - local address
    - permanent address
    - telephone listings
    - University email address
    - year at the University
    - dates of attendance
    - academic college and major field of study
    - enrollment status (e.g. undergraduate or graduate; full-time or part-time)
    - participation in officially recognized activities and sports
    - degrees, honors and awards received
    - most recent educational agency or institution attended
  - b. Directory information will be available to the University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to

University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information public upon request and may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld ~~from the public~~ if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the registrar's office or other office in charge of registration and records; provided however, that a form to withhold directory information may be submitted after the two week period, when a student for reasonable cause, such as personal threats, safety or health concerns, requests his or her directory information to be withheld. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

#### 9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

- a. Lawful compliance with a properly issued subpoena or court order;
- b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or
- c. The student provides a FERPA consent to the parental access.

#### 10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

#### 11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

## 12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

## 13. Notice

The following uniform notice shall be published and provided to all students in accordance with federal law:

### **Notice of FERPA Rights: Student Records and Privacy**

*Note: Highlights concerning student rights with respect to education records appear below. A full copy of Regents Policy 5.10 "Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)" is available in the [insert name of campus office in charge of registration and records] or may be found at [www.nebraska.edu](http://www.nebraska.edu) in the section containing Regents Policies.*

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with respect to your education records. They are:

#### **1. The right to inspect and review your education records within 45 days of the day the University receives a request for access.**

You should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) you wish to inspect. The University official will make arrangements for access and notify you of the time and place where the records may be inspected. If the records are not maintained by the University official to whom the request was submitted, that official shall advise you of the correct official to whom the request should be addressed.

#### **2. The right to request the amendment of your education records that you believe are inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA.**

If you wish to ask the University to amend a record, you should write the University official responsible for the record, clearly identify the part of the record you want changed and specify why it should be changed. If the University decides not to amend the record as requested, the University will notify you of the decision in writing and advise you of your right to a hearing regarding the request for amendment.

Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

**3. The right to provide written consent before the University discloses personally identifiable information from your education records, except to the extent that FERPA authorizes disclosure without consent.**

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including University law enforcement unit personnel and health staff); a person or company with whom the University has contracted (including attorneys, auditors, or collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on official committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska campus may have a legitimate educational interest in the educational records and personally identifiable information maintained at another University of Nebraska campus. Your records may be disclosed to your parent(s) upon request, if your parent(s) demonstrate(s) that you are your parent(s)' dependent for income tax purposes. In addition, the University may disclose education records without your consent upon the request of officials of other schools where you seek enrollment or intend to enroll.

Your educational records may also be disclosed without your written consent when you apply for financial aid. This is done in order to determine your eligibility for, the amount of, or the conditions of the aid, and also for purposes of enforcing the terms of the aid. At the University of Nebraska, your application for financial aid may take a variety of forms. For example, some financial aid applications are incorporated into the process by which you apply for admission (e.g. the FASFA form); or you may apply in a separate process using a form that seeks a broad variety of state and federal scholarship sources; or you may use a very specific application for a certain scholarship offered by a particular private source outside of the University. The University of Nebraska Foundation is a private source, among others, that funds many scholarships at the University of Nebraska. If you apply for financial aid, it is quite likely that certain information in your educational records will be provided to the Foundation in order to facilitate the award of the scholarship funds held by the Foundation.

Note that Regents Policy 5.10 referred at the top of this Notice lists in detail these and other circumstances when FERPA authorizes disclosure without your consent.

**4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA.**

The name and address of the office that administers FERPA is:

The Family Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901

**Notice Regarding Directory Information**

The University of Nebraska defines the following student information as ~~public~~ directory information:

- student name
- local address
- permanent address
- telephone listings
- University email address

- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended

Directory information will be available to University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the [insert the name of the campus office in charge of registration and records] The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

**AGENDA**  
**THE BOARD OF REGENTS**  
**OF THE UNIVERSITY OF NEBRASKA**  
**Varner Hall, 3835 Holdrege Street**  
**Lincoln, Nebraska 68583-0745**  
**Thursday, June 1, 2017**  
**10:00 a.m.**

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON MARCH 31, 2017

IV. KUDOS

*Marlene Busse, University of Nebraska-Lincoln*  
*Rebecca Dobry, University of Nebraska at Kearney*  
*Michael Dierks, University of Nebraska Medical Center*  
*Ethan Anderson, University of Nebraska at Omaha*

V. RESOLUTIONS

None

VI. HEARINGS

Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska*, and addition of Section 6.7 to the *Policies of the Board of Regents*, and amendments to Section 5.10 of the *Policies* related to directory information for employees and students.

VII. 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.

VIII. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

1. President's Personnel Recommendations VIII-A-1
2. Approve recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program review reports to the NCCPE Addendum VIII-A-2
3. Approve amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska*, and addition of 6.7 to the *Policies of the Board of Regents*, and amendments to 5.10 of the *Policies* related to directory information for employees and students. Addendum VIII-A-3

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve amendments to the Audit Committee Charter Addendum VIII-B-1

University of Nebraska-Lincoln

2. Approve the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2017, (for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development) and the reappointment of Larry Miller and Ronnie D. Green as members of “Class C” of the NICDC Board of Directors for three-year terms effective July 1, 2017 Addendum VIII-B-2
3. Approve the sole source purchase of a Femtosecond Laser Surface Processor Addendum VIII-B-3
4. Approve the sole source purchase of a Fourier transform ion cyclotron resonance mass spectrometer Addendum VIII-B-4
5. Approve the sole source purchase of an X-Ray Photoelectron Spectroscopy System Addendum VIII-B-5
6. Approve the naming of the new East Campus residence hall “Massengale Residential Center” Addendum VIII-B-6
7. Approve a contract with Arrow Stage Lines to provide shuttle service between Lincoln and Omaha campuses for the College of Engineering Addendum VIII-B-7

University of Nebraska Medical Center

8. Approve the sole source purchase of a Fujifilm VisualSonics LAZR-X imaging system Addendum VIII-B-8

University of Nebraska at Omaha

9. Approve the sole source purchase of a Computer Assisted Rehabilitation ENvironment (CAREN) Addendum VIII-B-9
10. Approve the Easement Agreement between the University of Nebraska at Omaha and First Data Corporation and Reciprocal Access Easement between the University of Nebraska at Omaha and the University of Nebraska Foundation Addendum VIII-B-10

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Approval is requested to create the Masters in Athletic Training and to phase-out the BS in Athletic Training in the Department of Kinesiology and Sport Sciences in the College of Education at the University of Nebraska at Kearney Addendum IX-A-1
2. Approval is requested to eliminate the Bachelor of Arts and Bachelor of Science degrees in Great Plains Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln Addendum IX-A-2
3. Approval is requested to establish the Nebraska Food for Health Center at the University of Nebraska-Lincoln Addendum IX-A-3
4. Approval is requested to establish the Child Health Research Institute at the University of Nebraska Medical Center Addendum IX-A-4
5. Approval is requested to establish the Global Center for Health Security (GCHS) at the University of Nebraska Medical Center Addendum IX-A-5
6. Approve amendments to the *Bylaws of the University of Nebraska-Lincoln* Addendum IX-A-6

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

1. Approve program statement for Mabel Lee Hall renovation Addendum IX-B-1
2. Approve the Fund B University Program and Facilities Fees (UPFF) 2017-18 Allocation for the University of Nebraska-Lincoln Addendum IX-B-2



University of Nebraska at Kearney

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University of Nebraska Medical Center

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5. Approve the naming of the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning” Addendum IX-B-5
6. Approve the Program Statement for the renovation of the Joseph D. & Millie E. Williams Science Hall Addendum IX-B-6
7. Approve the project budget to remove underground tanks and concrete from University properties at 4605 Farnam Street and 795 South 48th Street, Omaha, Nebraska and complete remediation and restoration of these properties Addendum IX-B-7
8. Approve the amendment to the lease of the CL Werner Cancer Hospital to Nebraska Medicine Addendum IX-B-8
9. Authorize the President to approve and execute a contract with Elmwood Pharmacy in Omaha, Nebraska to supply primary pharmacy services for HIV-positive patients Addendum IX-B-9

University of Nebraska at Omaha

10. Approve the Fund B, University Program and Facilities Fees (UPFF) 2017-18 Allocation for the University of Nebraska Omaha Addendum IX-B-10
11. Approve an eight-year agreement with adidas America, Inc. (adidas) for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska at Omaha Addendum IX-B-11

University of Nebraska

12. Approve a two-year contract with Unizin for the purchase of Canvas and a two-year contract with Turnitin for the University of Nebraska at Kearney, University of Nebraska at Omaha, and the University of Nebraska Medical Center Addendum IX-B-12

Additional Items – University of Nebraska

13. Approve the University of Nebraska’s FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska’s Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18. Addendum IX-B-13
14. Approve the Nebraska College of Technical Agriculture’s FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska’s Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18. Addendum IX-B-14

C. FOR INFORMATION ONLY

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

D. REPORTS

1. Quarterly Personnel Report for the period January-March 2017 Addendum IX-D-1
2. Laboratory, Student, and Miscellaneous Fees for 2017-2018 Addendum IX-D-2
3. Revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Medical Center Addendum IX-D-3
4. Renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online) Addendum IX-D-4
5. Expedited Approval of the Biomedical Science Graduate Certificate in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum IX-D-5
6. Renaming the American Government Graduate Certificate to the Government Graduate Certificate in the Department of Political Science in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum IX-D-6
7. Renaming the Bachelor of Arts (BA) in Black Studies to the Bachelor of Science (BS) in Black Studies to include elimination of the BA degree and creation of the BS degree with a nearly identical curriculum in the Department of Black Studies in the College of Arts and Sciences at the University of Nebraska at Omaha Addendum IX-D-7
8. Memorandum of Understanding between the Department of Educational Administration in the College of Education at the University of Nebraska at Kearney and the Department of Educational Administration in the College of Education and Human Sciences at the University of Nebraska-Lincoln to form an Educational Administration Joint Doctorate (EdD) program Addendum IX-D-8
9. Expedited Approval of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner Post-Masters Certificate Program in the College of Nursing at the University of Nebraska Medical Center Addendum IX-D-9
10. Quarterly Status of Capital Construction Projects Addendum IX-D-10
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13. Strauss Performing Arts Intermediate Design Report Addendum IX-D-13
14. Morrill Hall 4<sup>th</sup> Floor Redevelopment Intermediate Design Report Addendum IX-D-14
15. Naming the two interview rooms within the College of Law Marvin and Virginia Schmid Clinic Building the “Kutak Rock Interview Room” and the “Rembolt Ludtke Interview Room” Addendum IX-D-15
16. Naming three internal rooms within the Cather Dining Complex “Red Cloud A, B, C & Atrium”, “Pioneer A & B”, and “Lark A & B” Addendum IX-D-16
17. Naming the new UNO parking structure at 67th and Pacific Street as the “Pacific St. Garage” Addendum IX-D-17
18. Strategic Framework Report on Debt Management Addendum IX-D-18

X. ADDITIONAL BUSINESS

## VIII. UNIVERSITY CONSENT AGENDA

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17. Naming the new UNO parking structure at 67th and Pacific Street as the “Pacific St. Garage” Addendum IX-D-17
18. Strategic Framework Report on Debt Management Addendum IX-D-18

**The President's Personnel Recommendations**

Meeting Date: June 1, 2017

**University of Nebraska-Lincoln**

Adjustments

Laurie Bellows, Interim Vice Chancellor (Special) Student Affairs, Professor of Practice (Special) Graduate Studies; add title of Interim Vice Chancellor, Student Affairs, effective 07/01/2017 with an end date to be determined when a permanent Vice Chancellor is appointed, \$207,000, FY, 1.00 FTE. Remove title of Interim Dean of Graduate Studies. Salary includes a \$25,000 administrative stipend for the Interim Vice Chancellor position and a \$12,000 stipend as the HLC liaison.

Timothy Carr, Interim Associate Vice Chancellor (Special) Academic Affairs and Dean (Special) for Graduate Studies, Professor (Continuous) Nutrition and Health Sciences; add title of Interim Associate Vice Chancellor, Academic Affairs and Dean for Graduate Studies, effective 07/01/2017 with an end date to be determined when a permanent Associate Vice Chancellor and Dean for Graduate Studies is appointed, \$195,000, FY, 1.00 FTE. Salary includes a \$52,146 stipend for Interim Associate Vice Chancellor and Dean for Graduate Studies position.

Richard E. Moberly, Dean (Special) College of Law, Professor (Continuous) College of Law; effective 04/01/2017, \$335,000, FY, 1.00 FTE. Salary includes a stipend of \$15,000 for holding the Richard C. and Catherine Stuart Schomoker Professorship. Remove title of Interim Dean of Law effective 03/31/2017.

**University Administration**

Adjustment

Jeffrey P. Gold, Chancellor (Special), University of Nebraska Medical Center, Interim Chancellor (Special), University of Nebraska at Omaha; Vice President (Special), University of Nebraska; Professor (Health Professions), Surgery, College of Medicine; effective 05/08/2017, \$838,661, FY, 1.00 FTE. Add the appointment Interim Chancellor with no increase in salary.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Academic Program Reviews required by the Nebraska Coordinating Commission for Postsecondary Education (NCCPE).

RECOMMENDED ACTION: Approve the academic program reviews report required by the NCCPE and approve forwarding of the program review reports to the NCCPE.

PREVIOUS ACTION: This is the 24th year of the Coordinating Commission's Program Review Process. In the previous 23 years, 1,883 programs were reviewed.

EXPLANATION: The Commission's review process focuses on degree and credit hour production. Each major has been analyzed using the productivity thresholds established by the NCCPE.

This report includes all programs (60) reviewed at the University of Nebraska at Kearney (11), University of Nebraska-Lincoln (33), University of Nebraska Medical Center (2), and University of Nebraska at Omaha (14).

It is recommended to NCCPE that all of the above degree programs be continued, recognizing that:

- UNL plans to propose the termination of the undergraduate leadership certificate in the Department of Agricultural Leadership, Education and Communication.

The Board of Regents is asked to approve the report and that it be forwarded to the NCCPE.

Copies of the reviews may be obtained by the public and the news media from the Office of the University Corporation Secretary, 3835 Holdrege Street, Lincoln, NE 68583, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except University holidays.

PROGRAM COST: None

SOURCE OF FUNDS: None

SPONSORS: Charles J. Bicak  
Senior Vice Chancellor for Academic and Student Affairs  
University of Nebraska at Kearney

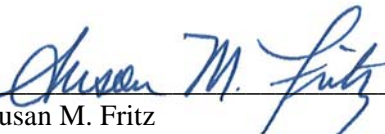
Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer  
University of Nebraska-Lincoln

Michael Boehm  
Harlan Vice Chancellor and University of Nebraska  
Vice President for IANR  
University of Nebraska-Lincoln

H. Dele Davies  
Vice Chancellor for Academic Affairs  
University of Nebraska Medical Center

B.J. Reed  
Senior Vice Chancellor for Academic and Student Affairs  
University of Nebraska at Omaha

RECOMMENDED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost

DATE:

May 10, 2017

**Summary of 2016-2017 Program Review Results at the University of Nebraska at Kearney (UNK)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>
Chemistry	BA/BS	6.8	468.0	Continuation
ACS Approved	BA/BS	2.4	468.0	Continuation
Education 7-12	BSE	1.2	468.0	Continuation
	<b>Total</b>	<b>10.4</b>		
Geography	BA/BS	1.8	677.0	Continuation
Geography & GI Science	BS	3.0	677.0	Continuation
Geography Education 7-12	BAE	0.8	677.0	Continuation
	<b>Total</b>	<b>5.6 <sup>(2)</sup></b>		Continuation
Philosophy	BA	2.8 <sup>(3)</sup>	500.6	Continuation
Physics and Astronomy				
Physical Science	BA/BS	0.8	440.6	Continuation
Physical Science Education 7-12	BSE	1.8	440.6	Continuation
Physics	BA/BS	2.4	440.6	Continuation
Physics Education 7-12	BSE	0.0	440.6	
	<b>Total</b>	<b>5.0 <sup>(4)</sup></b>		

<sup>(1)</sup> Faculty FTE defined as the apportioned instructional/teaching FTE (any faculty rank FTE devoted to instruction – i.e.: 0.8 FTE faculty member with 60% Teaching appointment = 0.48 Instructional faculty FTE).

<sup>(2)</sup> The department continues to generate considerable student credit hours via its major programs and General Studies course offerings.

<sup>(3)</sup> The program provides an important option within the Humanities section of the General Studies curriculum. Many of the courses required for the major can also be taken as General Studies, so offering the major does not require significant additional resources beyond those needed for General Studies.

<sup>(4)</sup> The department continues to generate considerable student credit hours via its major programs and General Studies offerings.

Criteria:	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

**Summary of 2016-2017 Program Review Results at the University of Nebraska - Lincoln (UNL)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>
Agricultural Education, and Communication				
Agricultural Education	BS	19.4	918.3	Continuation
Agricultural Leadership Education	MS	5.8	918.3	Continuation
Anthropology	BA	21.0	847.8	Continuation
	BS	3.6	847.8	Continuation
	<b>Total</b>	<b>24.6</b>		
	MA	5.4	847.8	Continuation
Applied Climate Science	BS	0 <sup>(5)</sup>	0 <sup>(5)</sup>	Continuation
Biochemistry	BS	32.2	812.0	Continuation
	BSBC	26	812.0	Continuation
	<b>Total</b>	<b>58.2</b>		
	MS	1 <sup>(6)</sup>	812.0	Continuation
	PhD	4.0	812.0	Continuation

<sup>(5)</sup> The Bachelor of Science in Applied Climate Science program is newly approved within the last five years. The program is unique to Nebraska and of central importance to the future development of a sustainable society in Nebraska. Graduates from the Applied Climate Science degree program will have multiple career opportunities within Nebraska and the region. The degree program was first offered academic year 2013-2014.

<sup>(6)</sup> The five-year combined average for the MS and PhD degrees exceeds the doctoral degree threshold. Graduates from the MS program have been successfully placed within Nebraska and the region. This program is serving a small, but important employment and expertise niche for the state and its importance to Nebraska is not readily assessed in terms of numbers of students graduating.

<b>Criteria:</b>	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

**Summary of 2016-2017 Program Review Results at the University of Nebraska - Lincoln (UNL)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	
Chemistry	BA	12.2	854.6	Continuation	
	BS	6.6	854.6	Continuation	
	<b>Total</b>	<b>18.8</b>			
	MS	5.4	854.6	Continuation	
	PhD	12.6	854.6	Continuation	
Complex Biosystems (Multidisciplinary)	PhD	0 <sup>(7)</sup>	0 <sup>(7)</sup>	Continuation	
Earth and Atmospheric Sciences	Geology	BA	2.8	311.5	Continuation
		BS	8.2	311.5	Continuation
	Meteorology/Climatology	BS	10.8	311.5	Continuation
		<b>Total</b>	<b>21.8</b>		
	MS	12.0	311.5	Continuation	
	PhD	3.4	311.5	Continuation	

<sup>(7)</sup> The Complex Biosystems program is newly approved within the last five years. Complex Biosystems supports existing faculty within disciplines as well as newly hired faculty whose expertise bridges the more traditional research areas. The program in Complex Biosystems is the only graduate program offered in the state of Nebraska that is focused on systems-oriented studies within a broad range of biological, biomolecular, and physical systems, hence unnecessary duplication with existing programs is avoided. The program is evaluated on an annual basis by the Life Sciences Administrators Forum. The program Directors meet annually with this group to provide a report on the PhD program, including recruitment, student enrollment, courses, and faculty engagement.

Criteria:	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

**Summary of 2016-2017 Program Review Results at the University of Nebraska - Lincoln (UNL)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>
Geography	BA	9.6	847.8	Continuation
	BS	3.0	847.8	Continuation
	<b>Total</b>	<b>12.6</b>		Continuation
	MA	2.4 <sup>(8)</sup>	847.8	Continuation
	PhD	1.8 <sup>(8)</sup>	847.8	Continuation
Leadership	Undergraduate Certificate	0.0	<sup>(9)</sup>	Certificate will be Terminated
Philosophy	BA	8.4	524.6	Continuation
	BS	0.0	524.6	Continuation
	<b>Total</b>	<b>8.4</b>		
	MA	1.8 <sup>(10)</sup>	524.6	Continuation
	PhD	2.4 <sup>(10)</sup>	524.6	Continuation

<sup>(8)</sup> Geography majors develop a special understanding of the spatial dimensions of social, cultural, environmental and ecological issues. Students learn how to use state-of-the-art technologies such as computer cartography, geographic information systems (GIS) and remote sensing. Geography was last reviewed as part of the review of the School of Natural Resources in October 2015. Geography programs are typically housed in colleges of Arts and Sciences; the reporting structure for the program is shifting to the College of Arts and Sciences effective July 1, 2017; a cycle for external review of the program as a stand-alone entity will be established once the shift is complete and a Director is in place. This move brings the program into alignment with our Big Ten peers. Demand for the undergraduate program has been steady and program efficiency is evident in the SCH/FTE 796.7.

<sup>(9)</sup> The Department of Agricultural Leadership, Education and Communication is in the process of requesting termination of the Undergraduate Leadership Certificate.

<sup>(10)</sup> The program underwent an Academic Program Review (APR) in November 2011 and is scheduled to be reviewed again in Fall 2018. In the 2011 review, the review team noted the program's placement rate for doctoral students (with as many as 32 of the 45 doctoral students receiving PhDs from the department since 1983 holding a tenure track job; 20 of them tenured) as "outstanding." They noted the faculty's impressive research record and relatively high national rankings (near 50th in the country). The Philosophy Department offers 28 undergraduate classes that meet the University's general education program, Achievement Centered Education (ACE). Despite the comparatively low number of majors, demand for undergraduate philosophy courses is high as is evident in the high five-year average for SCH: 6,714.6. The program's efficiency is evident in its SCH/FTE of 524.6

<b>Criteria:</b>	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater



**Summary of 2016-2017 Program Review Results at the University of Nebraska - Lincoln (UNL)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>
Physics and Astronomy	BA	2.0	555.5	Continuation
	BS	8.0	555.5	Continuation
	<b>Total</b>	<b>10.0</b>		
	MS	8.0	555.5	Continuation
	PhD	7.4	555.5	Continuation

Criteria:	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

**Summary of 2016-2017 Program Review Results at the University of Nebraska Medical Center (UNMC)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>
Medical Family Therapy	Graduate Certificate	5.4	<sup>(11)</sup>	Continuation
Perfusion Science	MPS	10.2	<sup>(12)</sup>	Continuation

<sup>(11)</sup> The five year average of the Graduate Certificate-Medical Family Therapy exceeds the threshold.

<sup>(12)</sup> The five year average of the MPS-Perfusion Science exceeds the threshold.

Criteria:	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

**Summary of 2016-2017 Program Review Results at the University of Nebraska at Omaha (UNO)**

<b>Program</b>	<b>Degree</b>	<b>5-Year Mean of Degrees Granted</b>	<b>5-Year Mean of SCH/ Instructional Faculty FTE <sup>(1)</sup></b>	<b>Recommended Action; Additional Comments</b>	
Environmental Studies/Sciences	BGS	2.0	645.1	Continuation	
	BS	13.6	645.1	Continuation	
	Life Science	BS	9.2	645.1	Continuation
	Earth Science	BS	3.4	645.1	Continuation
	Geography and Planning	BS	1.0	645.1	Continuation
	Analytic	BS	0.0	645.1	Continuation
	<b>Total</b>	<b>29.2</b>			
Philosophy	BGS	0.4	459.3	Continuation	
	BA	8.4	459.3	Continuation	
	<b>Total</b>	<b>8.8</b>			
Physics	BS	3.8	793.4	Continuation	
	BGS	0.2	793.4	Continuation	
	BA	0.4	793.4	Continuation	
	Engineering	BGS	0.4	793.4	Continuation
	<b>Total</b>	<b>4.8 <sup>(13)</sup></b>			
Religion	BGS	1.2	670.2	Continuation	
	BA	5.4	670.2	Continuation	
	<b>Total</b>	<b>6.6 <sup>(14)</sup></b>			

<sup>(13)</sup> Physics is critical to the general education curriculum, especially for the natural sciences. This is evidenced by the student credit hour production level being well above threshold requirements at 700+ on average per year. Though graduates do not exceed threshold requirements, steps are being taken to address low graduation rates.

<sup>(14)</sup> The Religious Studies program provides courses that are critical components of the general education curriculum, specifically in the humanities and fine arts. Also, the graduation numbers are approaching the threshold at 6.6 on average per year. The student credit hour production threshold is well exceeded at 600+ on average per faculty FTE each year.

Criteria:	
Total Associate	10 or greater
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
SCH/Instructional Faculty FTE	300 or greater

TO: The Board of Regents

Academic Affairs  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies* related to directory information for employees and students.

RECOMMENDED ACTION: Approve Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska* (“the *Bylaws*”), and addition of 6.7 to the *Policies of the Board of Regents* (the “*Policies*”) and amendments to 5.10 of the *Policies*.

PREVIOUS ACTION: Submitted for information only at March 31, 2017 meeting. Section 1.4.4 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 1.4.4 was subsequently amended on February 28, 1998. Section 5.6 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6 was subsequently amended three times, most recently on September 16, 2005. Section 5.6.1 of the *Bylaws* became effective, as approved by the Board of Regents, on August 20, 1973. Section 5.6.1 was subsequently amended once on June 13, 1992. Section 5.10 of the *Policies* became effective, as approved by the Board of Regents, on June 15, 2006. No subsequent changes have been made since that time.

EXPLANATION: Information regarding public directory information for employees and related confidentiality rules are currently found in Section 1.4.4. of the *Bylaws*. Information regarding public directory information and related confidentiality rules regarding students are currently found in Section 5.6 and 5.6.1 of the *Bylaws* and Section 5.10 of the *Policies*. The proposed revisions will move all information regarding directory information and related confidentiality rules for employees and students from the *Bylaws* to the *Policies* for consistency purposes and ease of reference. Section 1.4.4 of the *Bylaws* is being moved to 6.7 of the *Policies* with a few amendments. Proposed 6.7 of the *Policies* adds University telephone number and University email address to public directory information for employees. Proposed 6.7 of the *Policies* also provides notice to employees that personnel information may be shared as a part of an administrative proceeding or with third parties when third parties are performing a University function.

The proposed revisions to 5.10 of the *Policies* adds University email address to directory information for students and restricts the disclosure of directory information for students to the University community.


[See attached revisions to all sections above]

SPONSORS:

Susan M. Fritz  
Executive Vice President and Provost

David E. Lechner  
Senior Vice President | CFO

RECOMMENDED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 8, 2017

Amendments to the *Bylaws* of the Board of Regents of the University of Nebraska:

~~1.4.4 **Records of the University.** Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student, faculty, and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the laws of the State of Nebraska, provided such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available.~~

~~(a) For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.~~

~~(b) For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.~~

~~(c) For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.~~

~~(d) For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) postsecondary education degrees earned, (7) awards or honors, and (8) date of separation from University employment.~~

**5.6 Public Information Regarding Students.** Public information regarding students attending the University shall be the (i) student's name, (ii) local address, (iii) permanent address, (iv) telephone listings, (v) year at the University, (vi) dates of attendance, (vii) academic college and major field of study, (viii) enrollment status (e.g., undergraduate or graduate; full time or part time), (ix) participation in officially recognized activities and sports, (x) degrees, honors and awards received, and (xi) most recent educational agency or institution attended. The names of students mentioned in some kinds of campus security or campus police reports concerning accidents and incidents may also be released to the public. Each major administrative unit shall define the kinds of reports and information that may be released to

~~the public. Information contained in personal files of the student is considered confidential and requires written authorization by the student for release; provided such records with names and personal identification deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Public information regarding students, rules with respect to confidentiality, and any release of information will be governed in accordance with Federal and State law. The Board is authorized to develop policies and procedures consistent with that law.~~

~~5.6.1 **Release of Information.** Information concerning students obtained through counseling or disciplinary activities will not be made available to unauthorized persons within the University, or to any person outside the University without the expressed consent of the student involved, except under legal compulsion or where the safety of others is involved; provided such records with names deleted, and kept confidential, may be made available for governmental or University approved research and analysis. Each major administrative unit may disclose to an alleged victim of any crime of violence the results of any disciplinary proceeding conducted against the alleged perpetrator of such crime with respect to such crime.~~

Amendments to the *Policies* of the Board of Regents of the University of Nebraska:

### **RP-6.7 Records of the University**

Records and documents of the University are available for inspection in the Office of the Corporation Secretary. The following types of records and documents are deemed to be confidential records, and will not be made available to the public, except upon written authorization signed by the individual or individuals to whom the records pertain or by a person duly authorized to act on behalf of such individual or individuals: student academic records; personal information in student records; personal information in faculty and staff personnel records, except salary and routine directory information; communications between attorney and client; communications between physician and patient; hospital medical records; and any other records declared to be confidential under the Federal and State law, provided, if otherwise consistent with the law, such records with names deleted and kept confidential may be made available for governmental research and analysis. Records and documents that are not confidential shall be available by written request to the Corporation Secretary and by paying the reasonable cost and expense of making said records available. In very limited circumstances, the University may share nondirectory personnel information with third parties when such third parties are performing a University service or function provided, however, that the President or the President's designee has approved the information disclosure. The University may share nondirectory personnel information as a part of administrative proceedings including, but not limited to, NEOC proceedings. The University will comply with any lawful administrative or judicial order requiring the production records, and will provide records in response to legitimate requests for discovery of evidence in litigation in which the University is involved.

1. For the purposes of this section, the term "personnel" shall mean and include persons who are employees of the University and persons who are or have been either applicants or nominees for employment by the University.
2. For the purpose of this section, the term "personnel records" shall be inclusive of the entire employment process beginning with application or nomination for appointment, search committee evaluation and appointing authority evaluation, through appointment and employment, and ending with separation from employment. Personnel records shall include (1) all records and documents pertaining to any person who is an applicant or nominee for any University personnel position described in Section 3.1 of these Bylaws, regardless of whether any such person is ever actually employed by the University, and (2) all records and documents pertaining to any person employed by the University.

3. For the purpose of this section, the term "personal information" when used in relation to faculty and staff personnel records shall mean and include, but not be limited to, (1) all records and documents pertaining to any applicant or nominee for appointment to any University personnel position described in Section 3.1 of these Bylaws, except the names of candidates accepted by an appointing officer or appointing authority pursuant to Section 2.1 of these Bylaws as finalists under consideration for appointment, and (2) all records and documents pertaining to the employment of any person by the University, except salary and routine directory information.

4. For the purpose of this section, the term "routine directory information," when used in relation to the term "personal information" in faculty and staff personnel records, shall mean and be limited to (1) name of the person employed by the University, (2) date of employment, (3) type of University personnel appointment or appointments held and term of each appointment, (4) title or academic rank, (5) University employment address, (6) University telephone number, (7) University email address, (8) postsecondary education degrees earned, (9) awards or honors, and (10) date of separation from University employment.

Notwithstanding any provision above to the contrary, the University shall comply with such federal, state and local laws as may be applicable to its records, including laws related to confidentiality and disclosure.

#### **RP-5.10 Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA).**

##### 1. Scope of Policy

This policy governs all “education records” maintained by all campuses and the central administration of the University of Nebraska.

##### 2. Purpose of FERPA; Definition of Education Records

a. FERPA affords students certain rights with respect to their education records. FERPA defines “education records” as those records:

Directly related to a student; and

Maintained by an institution or a party acting for the institution.

b. FERPA provides students who reach the age of 18, or who attend the University of Nebraska, with the right to inspect and review their own education records. Students also have the right to request an amendment to their education records and have some control over the disclosure of personally identifiable information contained in these records.

c. FERPA applies to the education records of persons who are or have been in attendance at the University of Nebraska, including students in cooperative and correspondence study programs. The rights provided to students under the federal law set forth in FERPA do not apply to records of applicants for admission who are denied acceptance or, if accepted, do not attend the University of Nebraska; however, student application materials are not considered public records under Nebraska state law and will not be disclosed to the public except as permitted by law.



### 3. Records Not Covered By FERPA

The term "education records" does not include:

- a. Records which are in the sole possession of the maker and are neither accessible nor revealed to any other person, except a substitute who performs on a temporary basis the duties of the individual who made the records.
- b. Records maintained by a law enforcement unit of the University of Nebraska for the purpose of law enforcement. (Note other laws addressing campus security may also apply to law enforcement records.)
- c. Records relating to an individual's employment at the University of Nebraska, when such employment is not based upon the individual's status as a student; provided that the records are made and maintained in the normal course of business, relate exclusively to the individual's capacity as an employee, and are not available for use for any other purpose.
- d. Medical and counseling records used solely for treatment. (Medical records may be reviewed by a physician of the student's choice.)
- e. Records that only contain information about an individual after he or she is no longer a student (e.g. alumni records). Records of an individual while a student continue to be "education records" after the student leaves or graduates from the University of Nebraska.

### 4. Students Rights to Inspect and Review Educational Records

- a. Students and former students have the following rights:
  - The right to inspect and review their education records within 45 days of their request to inspect.
  - The right to a response to a reasonable request for an explanation and interpretation of the record.
  - The right to a copy of the education record when failure to provide a copy of the record would effectively prevent the student from inspecting and reviewing the record. The student may be charged a normal cost for copies, if such a charge does not effectively prevent the student from inspecting and reviewing the record.
- b. The University of Nebraska is not required to permit a student to inspect and review education records, which contain:
  - Financial information submitted by parents.
  - Confidential letters and recommendations placed in their files prior to January 1, 1975.

- Confidential letters and recommendations placed in their files after January 1, 1975, if: (1) the student has waived the right to inspect and review those records; and (2) the records are related to the student's admission to an educational institution or program, application for employment, or receipt of an honor.
- c. If an education record contains information pertaining to more than one student, a review and inspection will only be allowed for that specific information pertaining to the requesting student.

#### 5. Procedure to Inspect and Review; Challenges to the Record

- a. A student should submit to the registrar, director of registration and records, dean, head of the academic department, or other appropriate official, a written request that identifies the record(s) the student wishes to inspect. The University official will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the university official to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed. Compliance with an appropriate request for an inspection shall be made within no greater than 45 days.
- b. A student may ask the University to amend an education record that the student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. If the student wishes to amend an education record, the student should write the University official responsible for the record, clearly identify the part of the record the student wishes to amend and specify why it should be changed. If the University official decides not to amend the record as requested, the student will be notified of the decision in writing and advised of his or her right to a hearing regarding the request for amendment. At that time, additional information regarding the hearing procedures will be provided to the student.
- c. The right to challenge grades is not covered by this policy, unless the grade assigned was inaccurately recorded in an education record, in which case the record will be corrected.

#### 6. Consent to Release Education Records

Prior to releasing all or any part of an education record to a person other than the student to whom the record refers, consent must be obtained from the student. The consent must specify the information to be released, the reason for the release, and to whom it is to be released. The student may have a copy of the information released, if he or she desires.

#### 7. Releases Without Consent

No consent from the student is required for the release of an education record or personally identifiable information under the following circumstances:

- a. A request for information in an education record or personally identifiable information by a "school official" determined to have a "legitimate educational interest" in the information. "School official" shall mean a person employed by any administrative unit ( i.e., a campus or central administration) of the University of Nebraska in an administrative, supervisory, academic, research, or support staff position (including University law enforcement personnel and health center staff); a person or company with whom the University of Nebraska has contracted to carry out the duties related to a legitimate educational interest (including attorneys, auditors, and collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member

of the Board of Regents; or those serving on committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a “legitimate educational interest” if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska administrative unit may have a legitimate educational interest in the educational records and personally identifiable information maintained at another administrative unit.

- b. Lawful compliance with a properly issued subpoena or court order.
  - c. A request in connection with a student’s application for financial aid.
  - d. A request by an organization conducting studies to develop, validate, and administer predictive tests, to administer student aid programs, or to improve instruction, on behalf of the University of Nebraska, if the studies do not permit the personal identification of parents and students outside of the study representatives, and the information is destroyed once it is no longer needed by the studies.
  - e. Information submitted to accrediting organizations.
  - f. A request of a parent of a dependent student, as established by Section 152 of the Internal Revenue Code of 1986.
  - g. In case of an emergency, if the knowledge of the protected information is necessary to protect the health or safety of students or other persons.
  - h. A request from authorized state or federal representatives in relation to a state or federal audit of government supported programs.
  - i. A request from an official of another school, school system, or institution of higher education in which a student seeks or intends to enroll; provided however, that the annual notice required by FERPA must include a statement that the University of Nebraska forwards education records to other agencies or institutions, in which the student seeks or intends to enroll, upon request of the agency or institution.
  - j. In the case of a crime of violence, the University of Nebraska shall provide to the victim, the results of any institutional disciplinary proceeding against the alleged perpetrator.
  - k. Requests for directory information, as more specifically discussed below.
8. Directory Information; Definition; Request for Non-Disclosure
- a. The University of Nebraska has defined the following student information as ~~public~~ directory information:
    - student name
    - local address
    - permanent address

- telephone listings
- University email address
- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended

b. Directory information will be available to the University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information public upon request and may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld from the public if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the registrar's office or other office in charge of registration and records; provided however, that a form to withhold directory information may be submitted after the two week period, when a student for reasonable cause, such as personal threats, safety or health concerns, requests his or her directory information to be withheld. The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.

## 9. Parental Access to Children's Education Records

At the post secondary level, FERPA provides few rights to parents to inspect a child's education records. The right to inspect and review is limited solely to the student/child. Records may be released to the parents only under the following circumstances:

- a. Lawful compliance with a properly issued subpoena or court order;
- b. The parent establishes that the student is a dependent according to Section 152 of the Internal Revenue Code of 1986; or
- c. The student provides a FERPA consent to the parental access.

## 10. Job References for Students by Faculty

FERPA's prohibition on disclosure of personally identifiable information (other than directory information) applies to job references. This includes information about performance in class, grades, attitude, motivation, and ability, whether conveyed in writing, in person, e-mail or over the telephone to third parties.

Although such information is often conveyed by faculty members at the informal request of the student and is usually positive, the better practice would be to request a written consent form, meeting the FERPA requirements, before providing the information.

## 11. Recordkeeping

Each administrative unit of the University of Nebraska has an obligation to keep a record of requests and disclosures of student record information, except when the request is from the student, a University school official with a legitimate educational interest, a request for directory information, or a request to which the student has given a FERPA consent. A student has the right to review the record of requests and disclosures made in relation to his or her education records.

## 12. FERPA/Precedence

This policy is intended to comply with FERPA, the provisions of which and its related regulations, are incorporated herein as they exist at the time of this policy's adoption, and as they may from time-to-time be amended. Should it be determined that this policy is inconsistent with FERPA, or any other applicable law, the law shall take precedence.

## 13. Notice

The following uniform notice shall be published and provided to all students in accordance with federal law:

### **Notice of FERPA Rights: Student Records and Privacy**

*Note: Highlights concerning student rights with respect to education records appear below. A full copy of Regents Policy 5.10 "Student Information and the Family Educational Rights and Privacy Act of 1974 (FERPA)" is available in the [insert name of campus office in charge of registration and records] or may be found at [www.nebraska.edu](http://www.nebraska.edu) in the section containing Regents Policies.*

The Family Educational Rights and Privacy Act (FERPA) affords you certain rights with respect to your education records. They are:

- 1. The right to inspect and review your education records within 45 days of the day the University receives a request for access.**

You should submit to the registrar, dean, head of the academic department, or other appropriate official, written requests that identify the record(s) you wish to inspect. The University official will make arrangements for access and notify you of the time and place where the records may be inspected. If the records are not maintained by the University official to whom the request was submitted, that official shall advise you of the correct official to whom the request should be addressed.

**2. The right to request the amendment of your education records that you believe are inaccurate, misleading, or otherwise in violation of your privacy rights under FERPA.**

If you wish to ask the University to amend a record, you should write the University official responsible for the record, clearly identify the part of the record you want changed and specify why it should be changed. If the University decides not to amend the record as requested, the University will notify you of the decision in writing and advise you of your right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to you when notified of the right to a hearing.

**3. The right to provide written consent before the University discloses personally identifiable information from your education records, except to the extent that FERPA authorizes disclosure without consent.**

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the University in an administrative, supervisory, academic or research, or support staff position (including University law enforcement unit personnel and health staff); a person or company with whom the University has contracted (including attorneys, auditors, or collection agents); employment or degree verification agencies such as the National Student Clearinghouse; a member of the Board of Regents; or those serving on official committees or similar bodies charged to carry out tasks on behalf of the University of Nebraska. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the University. Note that a school official located at one University of Nebraska campus may have a legitimate educational interest in the educational records and personally identifiable information maintained at another University of Nebraska campus. Your records may be disclosed to your parent(s) upon request, if your parent(s) demonstrate(s) that you are your parent(s)' dependent for income tax purposes. In addition, the University may disclose education records without your consent upon the request of officials of other schools where you seek enrollment or intend to enroll.

Your educational records may also be disclosed without your written consent when you apply for financial aid. This is done in order to determine your eligibility for, the amount of, or the conditions of the aid, and also for purposes of enforcing the terms of the aid. At the University of Nebraska, your application for financial aid may take a variety of forms. For

example, some financial aid applications are incorporated into the process by which you apply for admission (e.g. the FASFA form); or you may apply in a separate process using a form that seeks a broad variety of state and federal scholarship sources; or you may use a very specific application for a certain scholarship offered by a particular private source outside of the University. The University of Nebraska Foundation is a private source, among others, that funds many scholarships at the University of Nebraska. If you apply for financial aid, it is quite likely that certain information in your educational records will be provided to the Foundation in order to facilitate the award of the scholarship funds held by the Foundation.

Note that Regents Policy 5.10 referred at the top of this Notice lists in detail these and other circumstances when FERPA authorizes disclosure without your consent.

**4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the University to comply with the requirements of FERPA.**

The name and address of the office that administers FERPA is:

The Family Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901

**Notice Regarding Directory Information**

The University of Nebraska defines the following student information as ~~public~~—directory information:

- student name
- local address
- permanent address
- telephone listings
- University email address

- year at the University
- dates of attendance
- academic college and major field of study
- enrollment status (e.g. undergraduate or graduate; full-time or part-time)
- participation in officially recognized activities and sports
- degrees, honors and awards received
- most recent educational agency or institution attended

Directory information will be available to University faculty, staff, and students. At the University's sole discretion, the University may provide directory information to University affiliates, such as alumni associations, foundations, and other similar affiliated third parties; in addition, the University may provide directory information to entities performing a University service or function. A request by any party unrelated to the University for that party's own commercial purposes will not generally be considered a University purpose and provision of this information to any unrelated party requires the approval of the President or the President's designee. Directory information may be included in student directories published electronically and in hard copy. However, students have the right to have directory information withheld if they so desire. During the first two weeks of any semester, a student who wants his or her directory information to be withheld shall so indicate by completing a form obtained from the [insert the name of the campus office in charge of registration and records] The student's request will be processed within a reasonable amount of time. Directory information already included in hard copy publications will be removed at the next printing of the hard copy publication.



TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Audit Committee Charter

RECOMMENDED ACTION: Approve amendments to the Audit Committee Charter

PREVIOUS ACTION: April 10, 2015 – The Board of Regents approved an amendment to the Audit Committee Charter.

EXPLANATION: In 2003, the Board of Regents reinstated its Audit Committee. This action demonstrated the clear commitment of the Board to support constantly improving business practices, policies and reporting structures, bolster accountability, foster intra-University coordination and cooperation, and provide appropriate oversight for an institution with the scope and reach of the University of Nebraska. One of the first acts of the Audit Committee was to develop a charter.

This action, if approved, amends the charter, a copy of which is attached to clarify the Committee’s responsibility for oversight of internal control, risk, compliance and standards of conduct. The modifications are to accommodate the restructuring of Internal Audit. Previously separate campus functions are being combined into a single university wide unit.

Through incorporating these changes, which are in alignment with *Standards for the Professional Practice of Internal Auditing* by the Institute of Internal Auditors, the Audit Committee will gain additional assurances in discharging its oversight role and in making the University more efficient and effective through a strengthened, independent internal audit function.

This change in the charter comes to the Board with the approval of the Audit Committee.

PROJECT COST: None

SOURCE OF FUNDS: None

RECOMMENDED: Jim Pillen and Howard Hawks, Co-chairs  
Audit Committee

DATE: April 16, 2017

# CHARTER OF THE AUDIT, RISK AND COMPLIANCE COMMITTEE OF THE UNIVERSITY OF NEBRASKA

## **Purposes of the Audit Committee**

The purposes of the Audit, Risk and Compliance Committee (the "Committee") are to assist the Board of Regents with the oversight of (i) the integrity of the University of Nebraska's (the "University") financial statements, (ii) the University's compliance with laws and regulations (iii) the independent auditors' qualifications and independence, (iv) the performance of the University's internal audit function, (v) the accounting and financial reporting processes of the University and audits of the University's financial statements (vi) the University's Risk Management process, (vii) the code of conduct and, (viii) the internal control process. The function of the Committee is oversight.

The management of the University is responsible for the preparation, presentation, and integrity of the University's financial statements. Management is responsible for maintaining appropriate accounting and financial reporting principles and policies, a code of conduct and internal controls and procedures that provide compliance with accounting standards and applicable laws and regulations.

The independent auditors for the University are accountable to the Board of Regents and shall provide the Committee all communications required by generally accepted auditing standards; however, the Committee has the sole authority and responsibility to retain and terminate the University's independent auditors.

## **Duties and Responsibilities of the Audit Committee**

The following are the duties and responsibilities of the Committee:

### **Independent Auditors**

1. The sole authority to appoint, compensate, retain, oversee and terminate all independent auditors.
2. The sole authority to pre-approve all terms of and fees for audit services, audit-related services, tax services, and other services to be performed for the University by any independent auditors.
3. Ensure that the independent auditors prepare and deliver with each engagement letter a written statement (an "Auditors' Statement") describing: the independent auditors' internal quality-control procedures; any material

issues raised by the most recent internal quality-control review or peer review of the independent auditors, or by any inquiry or investigation by governmental or professional authorities, within the preceding five years, respecting one or more independent audits carried out by the independent auditors, and any steps taken to deal with any such issues; and (to assess the independent auditors' independence) all relationships between the independent auditors and the University, including each non-audit service provided to the University. The Committee shall discuss with the independent auditors any relationships or services disclosed in the independent Auditors' Statement that may impact the quality of independent audit services or the objectivity and independence of the University's independent auditors.

4. Ensure that the independent auditors of the University-wide financial statements shall submit to the University annually a formal written statement of the fees billed for each of the following categories of services rendered by the independent auditors: (i) audit services, including the annual financial statement audit (including required quarterly reviews), subsidiary audits, and other procedures required to be performed by the independent auditors to be able to form an opinion on the University's consolidated financial statements; (ii) audit related services, which include assurance and related services that are reasonably related to the performance of the audit or review of the University's financial statements or that are traditionally performed by the independent auditors, but are not necessarily required by statutory or regulatory audit mandates; (iii) tax services for the University; and (iv) all other services rendered by the independent auditors for the most recent fiscal year, in the aggregate and by each category of service.
5. Review the independent auditors' of the University-wide financial statements audit plan prior to the commencement of the audit and discuss audit scope, staffing, locations, reliance upon management, and internal audit and general audit approach.
6. Review and evaluate the qualifications, performance, and independence of the independent auditors, including an evaluation of the lead partner of the independent auditors and an evaluation of whether the independent auditors' quality controls are adequate and whether the provision of permitted non-audit services is compatible with maintaining the auditors' independence. The Committee's evaluation of the independence of the independent auditors shall be made with respect to applicable standards of independence set forth in any

applicable laws, regulations, or financing standards. The Committee shall consider the opinions of management and Internal Audit and Advisory Services in its evaluation.

7. Ensure the appropriate rotation of the lead (or coordinating) audit partner having primary responsibility for the audit and the audit partner responsible for reviewing the audit. Consider, whether, in order to assure continuing auditor independence, there should be a change of the audit firm itself.
8. Receive and act upon any report from the independent auditors regarding internal control deficiencies and any response from management thereto.
9. Approve any non-audit services by any independent auditors.

### Dispute Resolution

Any dispute or claim arising out of or relating to audit services provided hereunder, or any other audit or attest services provided by or on behalf of the Auditor or any of its subcontractors or agents to the University or at their request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforcement of these dispute resolution procedures) including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). All mediation and arbitration shall take place in Lincoln, Nebraska. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the

prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

*Internal Audit and Advisory Services and the campus internal audit functions (University internal audit)*

The Director of Internal Audit and Advisory Services (CAE) shall report administratively to the President and functionally to the Audit Committee of the Board of Regents. Each campus director shall be accountable to ~~their campus Chancellor~~the CAE and ~~provide information on request for the CAE to be presented to the Audit Committee.~~ be the primary point of contact for their campus. ~~All campus work products shall be provided to the CAE and be reported to the Committee for acceptance by the CAE.~~ ~~Each Chancellor~~The CAE is responsible for hiring, evaluating, promoting and determining the salary of ~~campus internal~~all internal audit staff. The ~~Chancellor~~CAE should consult with the respective CAE Chancellor in the hiring of a new campus director. ~~The Chancellor shall notify the Chairperson of the Committee when a member of the internal audit function other than the campus director is dismissed, demoted or has a change of duties.~~ ~~The Chancellor shall obtain the prior approval of the Chairperson of the Committee before the campus director is dismissed, demoted or has a change of duties.~~ CAE shall inform the Chair of the Committee of any position changes. The President of the University shall appoint, evaluate, promote, change the pay or duties or dismiss the CAE with the approval of the Committee Chairperson.

10. Review and approve the University internal audit function, including the ~~campus internal~~Internal Audit ~~Charter~~ and the proposed annual Audit Plans. The CAE shall ~~review the charter, audit plans and operating procedures of campus internal audit functions and provide any suggestions to the campus and to the Committee.~~develop a single Audit Plan for the University as a whole.
11. Annually the Audit Committee Chairperson shall review the performance and compensation of the CAE with the President.

12. Review the budget, any changes in plan, performance relative to the ~~A~~audit ~~P~~plan, or organizational structure, and qualifications of the University internal audit functions, as needed. The Committee should also consider internal audit's conformance to professional standards.

13. Understand the review of internal controls and significant reports prepared by Internal Audit together with management's response and follow-up to these reports.

~~14. Review the summaries and inquire about the information provided by the CAE from the campus internal audit functions reports and responsibilities and follow-up on this information.~~

*Financial Reporting Principles and Policies; Internal Audit Controls and Procedures*

~~15.~~14. Advise management, the University internal audit function and the independent auditors that they are expected to provide to the Committee a timely analysis of significant financial reporting issues and practices.

~~16.~~15. Meet separately and on a periodic basis with management, the CAE and the independent auditors.

~~17.~~16. Meet with management, the independent auditors, and, if appropriate, the CAE to do the following:

- a. Discuss the scope of the annual audit;
- b. Discuss any significant matters arising from any audit, including any audit problems or difficulties, and execution of response to audit findings;
- c. Discuss any audit problems or difficulties the independent auditors encountered in the course of the audit, including any restriction on their activities or access to requested information and any significant disagreements with management, and management's responses thereto;

- d. Review the form of opinion the independent auditors propose to render to the Board of Regents;
- e. Discuss, as appropriate, any major issues regarding accounting principles and financial statement presentations, including any significant changes in the University's selection or application of accounting principles, and major issues as to the adequacy of the University's internal controls and any special audit steps adopted in light of material control deficiencies;
- f. Discuss and consider the integrity of the University's financial reporting guidelines, policies, and controls governing the process by which management and the relevant departments of the University assess and manage the University's financial reporting preparation.
- g. Discuss the University's major risk exposures and the steps management has taken to monitor, control, and report such exposures.
- h. Review significant findings prepared by the independent auditors and the University's internal audit functions together with management's responses thereto.

~~18-17.~~ Review management's analysis of significant financial reporting issues and practices prior to the issuance of the financial statements.

~~19-18.~~ Consider the effectiveness of the University's internal control system, including information technology security and control.

### Compliance Oversight

~~20-19.~~ Assist the Board of Regents with oversight of the University's compliance with laws and regulations. This includes requiring management to inform the Committee regarding the system(s) for monitoring compliance with laws and regulations and the results of any significant investigations.

~~21-20.~~ Obtain regular updates from management and the General Counsel regarding compliance matters.

~~22-21~~. Establish procedures for the receipt, retention, and treatment of complaints received by the University regarding accounting, internal accounting controls, or auditing matters, and the confidential, anonymous submission by University employees of concerns regarding questionable accounting or auditing matter.

~~23-22~~. Review the process for communicating the legal and ethical standards of conduct to the University's personnel and for monitoring compliance therewith.

### Reporting and Recommendations

~~24-23~~. Review and reassess the adequacy of the Committee's charter as necessary.

~~25-24~~. Prepare and report to the Board of Regents (i) with respect to such matters as are relevant to the Committee's discharge of its responsibilities, and (ii) with respect to such recommendations as the Committee may deem appropriate. The report to the Board of Regents may take the form of an oral report by the chairperson of the Committee or any other member of this Committee designated by the Committee to make this report.

### Meetings

The Committee shall meet no less frequently than once each fiscal quarter to discuss with management the annual audited financial statements and quarterly financial statements, as applicable. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials. The Committee should meet separately periodically with management, the CAE and the independent auditors to discuss any matters that the Committee or any of these persons or firms believe should be discussed privately. The Committee may request any officer or employee of the University, of the University's General Counsel's Office or independent auditors to attend a meeting of the Committee or to meet with any members of, or consultants to, the Committee. Members of the Committee may participate in a meeting of the Committee by means of conference call or similar communications equipment by means of which all persons participating in the meeting can hear each other. The Committee shall maintain minutes of meetings of the Committee.

### Resources and Authority of the Audit Committee

The Committee shall have the resources and authority appropriate to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms of special or independent counsel, accountants or other experts, as it deems appropriate. The Committee may be vested with other specific



powers and authority by resolution of the Board of Regents. The University shall provide for appropriate funding, as determined by the Committee, for payment of (i) compensation to the independent auditors for the purpose of rendering or issuing an audit report, (ii) compensation to any advisors employed by the Committee, and (iii) ordinary administrative expenses that are necessary or appropriate for carrying out the duties of the Committee.

### **Performance Self-Evaluation**

~~26-25.~~ The Committee shall perform a review and evaluation, as necessary, of the performance of the Committee. The Committee shall conduct such evaluations and review in such manner as it deems appropriate.

~~27-26.~~ Annually confirm to the Board annually that all responsibilities outlined in the Committee Charter have been carried out.

### **Risk Assessment**

~~28-27.~~ The Committee shall receive, at least annually, at a meeting of the Committee, from the President and Chancellors, the University and campus risk assessments, respectively. The Committee may also request reports from management addressing the risk issues identified, as necessary.

### **Financial Expert**

~~29-28.~~ \_\_\_\_\_ The method of designating elected Regents to the Audit Committee may not always result in there being a “financial expert”, as defined by Sarbanes-Oxley, on the Committee. As a result, the Committee may by a majority vote appoint a financial expert. This person will:

- a. Be in the judgment of the Committee independent of the University;
- b. Be willing to serve on a voluntary basis (with only expenses paid on the same basis as the Board of Regents) for an initial term through December 31, of the year in which such person was appointed, with a maximum of two additional terms of two years, as an ex-officio, non-voting member and participate in Committee affairs;
- c. Receive all information that goes to the Committee and have access to information and personnel similar to other members of the Committee;
- d. Once appointed, serve the full term. They may only be removed by expiration of their term, absence from more than two meetings in a calendar year, a majority vote of the Board of Regents or voluntary resignation;

- e. Offer advice and counsel to the Committee to fulfill the financial expert attributes;
- f. Sign and abide by a confidentiality, non-disclosure agreement, approved by the General Counsel regarding information received in these efforts; and
- g. Meet the five financial expert attributes designated by Sarbanes-Oxley:
  1. An understanding of GAAP, Government Auditing Standards and financial statements;
  2. The ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves;
  3. Experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues which are comparable to the University's financial statements;
  4. An understanding of internal controls and the procedures for financial reporting; and
  5. An understanding of committee functions.

### **Disclosure of Charter**

This Charter shall be made available on the University's website.

### **Amendment**

Any amendment or other modifications of this charter shall be made and approved by the Board of Regents.

Adopted April 24, 2009

Revised December 2, 2010

Revised March 2, 2012

Revised July 18, 2013

Revised April 10, 2015

Revised June 1, 2017 (anticipated date)

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Reappointment of Stephen Goddard, Larry Miller and Ronnie D. Green to the Nebraska Innovation Campus Development Corporation Board of Directors.

RECOMMENDED ACTION: Approve the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2017, (for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development) and the reappointment of Larry Miller and Ronnie D. Green as members of “Class C” of the NICDC Board of Directors for three-year terms effective July 1, 2017.

PREVIOUS ACTION: January 27, 2017 – The Board of Regents approved the appointment of Michael J. Boehm as a member of the “Class B” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective January 1, 2017, for a term expiring June 30, 2019.

September 16, 2016 – The Board of Regents approved the appointment of the “Class B” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2016:

- Ron Yoder (for a term of office to coincide with his appointment as Interim Vice President, Agriculture and Natural Resources and Interim Vice Chancellor, Institute of Agriculture and Natural Resources)
- Matt Williams (three-year term effective July 1, 2016)
- Tonn Ostergard (three-year term effective July 1, 2016)

and the appointment of Stephen Goddard as a member of the “Class C” Directors (effective August 30, 2016, for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development).

June 12, 2015 – The Board of Regents approved the appointment of Larry Miller to the Nebraska Innovation Campus Development Corporation Board of Directors effective June 19, 2015, and the appointment of Hank Bounds to the NICDC Board of Directors for a three-year term and reappointment of Tom Henning and Dana Bradford for three-year terms effective July 1, 2015.

November 20, 2014 – The Board of Regents approved the current appointment and staggered terms of the Board of Directors of the Nebraska Innovation Campus Development Corporation.

EXPLANATION: The management of the affairs of the NICDC shall be vested in a Board of Directors, whose operations in governing the Corporation shall be as set forth by statute and in the Corporation’s Bylaws. No Director shall have any right, title, or interest in or any property held in the name of, or for the benefit of the Nebraska Innovation Campus Development Corporation.

The governance recommendations in the Business Plan for Innovation Campus included a non-profit 501(c)3 entity to be created under the umbrella of the University Technology Development Corporation (UTDC).

“This entity would have responsibility to assist the Board of Regents . . . in the acquisition, financing, improvement and operation of the campus, research park and other related properties including the design, development, construction, marketing and leasing . . .”

The appointment of the NICDC Board of Directors is to be made by the Board of Regents of the University of Nebraska upon the recommendation of the UNL Chancellor and the President.

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

Class A Directors

(term expires 6/30/2018)

Tom Henning\*  
Dana Bradford\*  
Hank Bounds

Class B Directors

(term expires 6/30/2019)

Matt Williams\*  
Tonn Ostergard\*  
Michael Boehm

Class C Directors

(term expires 6/30/2020)

Larry Miller\*  
Ronnie Green  
Stephen Goddard\*\*

Ex-officio

Daniel Duncan

\*Non-university directors

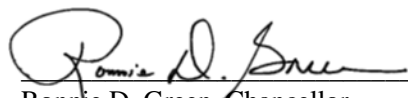
\*\*University director, term contingent on appointment

The proposed reappointments were reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR:

Joel D. Pedersen  
Vice President and General Counsel

RECOMMENDED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor

University of Nebraska-Lincoln

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

April 11, 2017

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Sole source purchase of a Femtosecond Laser Surface Processor

RECOMMENDED ACTION: Approve the sole source purchase of a Femtosecond Laser Surface Processor

PREVIOUS ACTION: None

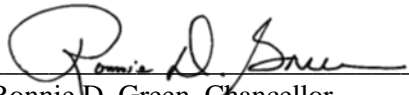
EXPLANATION: This Femtosecond Laser Surface Processing (FLSP) System will be custom built and will complement the processing laser apparatus purchased in 2016 from Oerlikon Leybold. Since observed post-FLSP surface processing can only be studied with Oerlikon Leybold Ultra-high vacuum techniques, a sole source purchase is requested. The FLSP will provide a research based continuity with UNL's existing equipment and infrastructure, contributing to the reliability and validity of the research results obtained.

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

PROJECT COST: \$961,830

SOURCE OF FUNDS: Federal Research Funds

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

RECOMMENDED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: April 18, 2017

TO: The Board of Regents

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Sole source purchase of a Fourier transform ion cyclotron resonance mass spectrometer

RECOMMENDED ACTION: Approve the sole source purchase of a Fourier transform ion cyclotron resonance mass spectrometer.

PREVIOUS ACTION: None

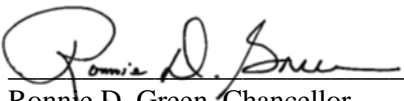
EXPLANATION: This Fourier transform ion cyclotron resonance mass spectrometer (FTICR-MS) will be equipped with a 15 Tesla supercomputing magnet and will enable cutting-edge research in global metabolomics and top-down proteomics for molecular life scientists across a 10 contiguous state region. This instrumentation would immediately impact research programs of six UNL and five UNMC departments. The transformative new capabilities would be unique, with no comparable instrument installed within the Central Plains and Rocky Mountain regions. No commercially available mass spectrometer of any alternative design from any alternative vendor is comparable in capability to the proposed instrument. Therefore, a sole source purchase from Bruker Daltronics is requested.

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

PROJECT COST: \$2,225,500

SOURCE OF FUNDS:	Nebraska Research Initiative Funds	\$1,725,500
	Cash Funds (required match)	480,616
	Private Donations	19,384

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

RECOMMENDED:   
 \_\_\_\_\_  
 Ronnie D. Green, Chancellor  
 University of Nebraska-Lincoln

DATE: April 25, 2017

TO: The Board of Regents  
 Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Sole source purchase of an X-Ray Photoelectron Spectroscopy System

RECOMMENDED ACTION: Approve the sole source purchase of an X-Ray Photoelectron Spectroscopy System

PREVIOUS ACTION: None

EXPLANATION: This X-Ray Photoelectron Spectroscopy (XPS) System by Thermo Electron is a surface-sensitive quantitative spectroscopic technique that supports new capabilities for research in materials and nanoscience. Researchers in the Nebraska Center for Materials and Nanoscience (NCMN), Nebraska Nanoscale Facility and numerous other UNL departments will benefit from adding the XPS to its diagnostic tools.

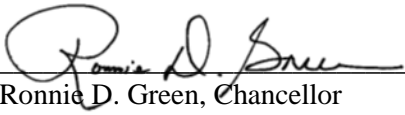
Compared to similar systems, no commercially available spectroscopy system is comparable to the proposed instrumentation. It provides higher quality research data than comparable systems and it provides better output qualities.

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

PROJECT COST: \$553,071

SOURCE OF FUNDS:	Nebraska Research Initiative Funds	\$472,764
	Cash Funds (required match)	80,307

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

RECOMMENDED:   
 \_\_\_\_\_  
 Ronnie D. Green, Chancellor  
 University of Nebraska-Lincoln

DATE: May 5, 2017

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Naming of the new East Campus residence hall “Massengale Residential Center”

RECOMMENDED ACTION: Approve the naming of the new East Campus residence hall “Massengale Residential Center”.

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the naming of the new East Campus residence hall “Massengale Residential Center”.

Dr. Martin A. Massengale has served as President of the University of Nebraska and Chancellor of the University of Nebraska-Lincoln. This naming is fitting for an individual with such extraordinary service, esteemed career, and legacy at the university. It is also fitting as it pertains to an east campus facility, as Dr. Massengale first came to Nebraska to serve as Vice Chancellor of the Institute of Agriculture and Natural Resources. Dr. Massengale retired from the University on January 17, 2017.

This request requires a waiver to name the facility after Dr. Massengale. RP-6.2.7 specifically states: "Unless expressly waived by the Board of Regents, a Facility shall not be named for an individual not otherwise qualifying under the exceptions in subsections a.4} and/or a.5} earlier than five years following the departure, death, or retirement of the person from the University or the State or the end of an elected official's service in office."

By naming the new East Campus residence hall as the "Massengale Residential Center", the Board of Regents expresses on behalf of the University of Nebraska its deepest gratitude and appreciation for Dr. Massengale’s service to the University of Nebraska.

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

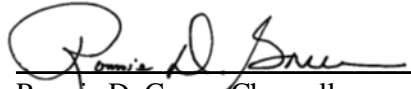
PROJECT COST: None

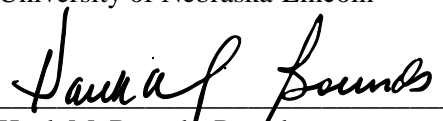
SOURCE OF FUNDS: None

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



APPROVED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE:

May 2, 2017

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Contract with Arrow Stage Lines to provide shuttle service between Lincoln and Omaha campuses for the College of Engineering

RECOMMENDED ACTION: Approve a contract with Arrow Stage Lines to provide shuttle service between Lincoln and Omaha campuses for the College of Engineering.

PREVIOUS ACTION: None

EXPLANATION: Since UNL's College of Engineering conducts classes on both Lincoln and Omaha campuses, transportation can be problematic for students having classes on both campuses. A trial shuttle bus program has proved to be successful in meeting the needs of these engineering students with ridership averaging 250 students per week. The planned shuttle service will operate during fall and spring semesters, providing daily departures (Monday thru Friday) with six round trips per day.

UNL issued a request for proposals and two proposals were received. Arrow Stage Lines provides the lowest cost to operate this shuttle service. The proposed contract provides for a one year initial term with four one-year renewal options.

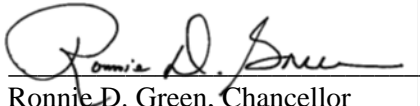
The proposed contract has been reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$265,000, with four optional one-year renewals at \$265,000 each

SOURCE OF FUNDS: Cash Funds


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

Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

RECOMMENDED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: April 11, 2017

**UNIVERSITY OF NEBRASKA-LINCOLN  
STANDARD AGREEMENT**

	<h2 style="margin: 0;">STANDARD AGREEMENT</h2>
<p><b>BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA 3835 HOLDREGE ST LINCOLN, NE 68583</b></p>	<p>This Agreement sets forth the terms between The Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska-Lincoln having an address at 3835 Holdrege Street, Lincoln, NE 68583 (the University") and the Service Provider with regard to the performance of the services contemplated herein.</p>

**UNIVERSITY DEPARTMENT: College of Engineering**

**SERVICE PROVIDER INFORMATION**

<b>SERVICE PROVIDER NAME:</b>	<b>SERVICE PROVIDER ADDRESS:</b>
Busco, Inc. d/b/a Arrow Stage Lines	4220 South 52 <sup>nd</sup> Street Omaha, NE 68117

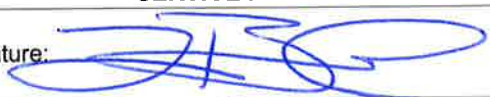
CONTRACT TOTAL DOLLAR AMOUNT	TERM START DATE	TERM END DATE
\$265,000	August 21, 2017	May 4, 2018

**NOTICE**

Any notice to either party shall be in writing and shall be served in person, by electronic mail, or by certified mail, addressed to the following individuals:

TO THE SERVICE PROVIDER	TO THE DEPARTMENT
Contact: Luke Busskohl	Contact: Jackie Allensworth
Address: 4220 South 52 <sup>nd</sup> Street	Address: 114 Othmer Hall
City, State, Zip: Omaha, NE 68117	City, State, Zip: Lincoln, NE 68588
Phone: 402-738-3203	Phone: 402-472-6363
Email: luke@arrowstagelines.com	Email: jallensworth2@unl.edu

**ACCEPTED**

FULL LEGAL NAME OF THE SERVICE PROVIDER	THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (THE UNIVERSITY)
Signature: 	Signature:
Printed Name: <i>Luke Busskohl</i>	Printed Name: Hank M. Bounds
Title: <i>C.O.O.</i>	Title: President
Date: <i>5/4/17</i>	Date:

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.

Attest: \_\_\_\_\_  
Carmen K. Maurer  
Corporation Secretary

**UNIVERSITY OF NEBRASKA-LINCOLN  
STANDARD AGREEMENT**

1. **Description of Services.** The Service Provider agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (collectively, the "Services"), attached hereto and incorporated by reference herein, to the University. The Service Provider agrees to perform the Services to the satisfaction of the University during the term of this Agreement.
2. **Payment.** In full consideration for the Services performed by the Service Provider under this Agreement, the University shall pay or cause to be paid to the Service Provider a fee pursuant to the schedule identified in Section 2 of Exhibit A to this Agreement, attached hereto and incorporated by reference herein, and upon submission of an invoice to University by the Service Provider. Along with its invoice, the Service Provider shall submit adequate receipts and documentation as requested by the University to support reimbursement of all previously agreed upon incidental or reimbursable expenses. All payments due the Service Provider shall be made on a net 30-day basis from the University's receipt of the invoice and all requested support documentation. The Service Provider agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the University will not deduct such taxes from any payments to the Service Provider hereunder, unless required by law.
3. **Term.** The term of the Services to be performed by the Service Provider under this Agreement is defined on page one and Exhibit A. Time is of the essence in this Agreement. This term may be extended by mutual written agreement of the University and Service Provider up to a maximum of five years.
4. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by the University or non-written information and data disclosed by the University that is identified at the time of disclosure to the Service Provider as confidential and is reduced to writing and transmitted to the Service Provider within thirty (30) days of such non-written disclosure. The Service Provider agrees to protect and maintain the Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain or information that is independently known, obtained or discovered by the Service Provider, or that is hereafter supplied to the Service Provider by a third party without restriction.
5. **Ownership of Work Product and Intellectual Property Rights.** The Service Provider shall have no interest in the deliverables provided under this Agreement, and the University shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Service Provider during its performance of the Services (the "Work Product"). Furthermore, the University shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. The University shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Service Provider hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to the University, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Service Provider hereby grants to the University the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Service Provider also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Service Provider's services and Work Product. This provision shall survive the termination of this Agreement.
6. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, the University shall promptly pay the Service Provider for all services rendered and costs incurred up to and including the effective date of termination.
7. **Representations and Warranties.** The Service Provider represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Service Provider also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Service Provider agrees to hold University and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that University and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.
8. **Independent Contractor.** The Service Provider is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local law with respect to any sums paid hereunder. The Service Provider is not the University's agent or representative and has no authority to bind or commit the University to any agreements or other obligations.
9. **Liability.** Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the

**UNIVERSITY OF NEBRASKA-LINCOLN  
STANDARD AGREEMENT**

performance of the Services by Service Provider.

10. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.
11. **Assignment.** This Agreement is non-assignable and non-transferable. Any attempt by either party to assign its obligations hereunder shall be void.
12. **Amendment.** This Agreement constitutes the entire understanding between the Service Provider and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Service Provider and an authorized representative of the University.
13. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of laws provisions. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
14. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104.  

Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.
15. **Personal Use Prohibited.** University funds shall not be expended for articles or services, which are for the personal use of staff or faculty members.
16. **Work Status Verification.** The Service Provider 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.
17. **Debarment List.** No contract shall be awarded to any Contractor/Bidder 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, Contractor/Bidder specifically warrants and represents that it is not included on the Debarment List. Contractor/Bidder further agrees that should it be included on the Debarment List at the time the contract/proposal is awarded, 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 Contractor.

18. **Nebraska Legislative Bill (LB) 429.** 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](http://www.nebraskaspending.gov). It shall be the sole responsibility of Service Provider 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.
19. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA).** If applicable, the Service Provider and any subcontractors 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 entities to employ and advance in employment qualified protected veterans.
20. **Section 503.** If applicable, the Service Provider and any subcontractors 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 entities to employ and advance in employment qualified individuals with disabilities.
21. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

**UNIVERSITY OF NEBRASKA-LINCOLN  
STANDARD AGREEMENT**

**22. Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, servicemark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any use of a University Mark by The Service Provider shall be subject to the applicable provisions contained in the University's Board of Regents Policies, the standards established by the University's Identity Standards and the provisions set forth in Appendix A, attached hereto and incorporated by reference herein. Any unauthorized use of University Marks is expressly prohibited.

Marks licensed to Service Provider by University may be listed in the Description of Services.

Service Provider shall abide by the following standards regarding its use of the Marks:

Service Provider shall not have the right to sublicense or otherwise transfer any of the rights granted under this Agreement. The University reserves all rights in the Marks not expressly licensed or granted herein.

Upon expiration or termination of this Agreement for any reason, Service Provider agrees to immediately cease further use of the Marks and any term confusingly similar thereto, and all rights granted to Service Provider in this Agreement shall revert to the University.

Service Provider hereby represents and warrants that it will not use Marks as trademarks, service marks or trade names in connection with any services other than the services contemplated in this Agreement.

Service Provider acknowledges the University's ownership of and exclusive rights to the Marks. Service Provider agrees that nothing in this Agreement shall give Service Provider any right, title, or interest in or to the Marks other than the right to use the Marks in accordance with the terms of this Agreement. Service Provider agrees that it will not dispute or contest the University's exclusive right and title to the Marks or the validity thereof. Service Provider agrees that it will not do anything inconsistent with the University's ownership of the Marks, and that all use of the Marks shall inure to the benefit of the University.

Service Provider agrees that the nature and quality of the services it renders under the Marks and all related advertising, promotional and other related uses of the Marks by Service Provider shall meet or exceed commonly accepted industry standards. Upon request, Service Provider agrees to submit to the University representative samples of advertising, promotional, and other materials incorporating the Marks, to verify the quality and nature of use of such materials and the Marks. The University shall notify Service Provider of disapproval of any submitted materials or use of the Marks within ten (10) days after the University's receipt of such samples, including a reasonable explanation of the reason(s) for disapproval. Any submission which is not explicitly disapproved within the foregoing ten (10) day period shall be deemed disapproved. In any event, approval shall not be unreasonably withheld. Service Provider will not substantially deviate from the quality standards required by this Agreement. If the University notifies Service Provider that Service Provider has deviated from the quality standards required by this Agreement, Service Provider shall have a reasonable time period not to exceed one (1) month to restore quality to the required standards. If Service Provider's quality is not restored to the reasonably required standards, the University may terminate this Agreement upon written notice to Service Provider.

- 23. Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.
- 24. Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Service Provider for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Service Provider shall make reference to the appropriate Purchase Order number to be eligible for payment.
- 25. Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.

**UNIVERSITY OF NEBRASKA-LINCOLN  
STANDARD AGREEMENT**

**EXHIBIT A**

**Section 1 – Description of Services:**

- Provide shuttle service between Lincoln and Omaha Campuses for the College of Engineering.
- The shuttle service will provide daily departures (Monday thru Friday) leaving simultaneously between Omaha and Lincoln, every 2 hours. Shuttle service operates during the Spring and Fall semesters. Shuttles will not run on when classes are not in session (e.g., Labor Day, Fall/Spring Breaks, Holiday Break, etc.)
- Points of Departure:
  - UN-Lincoln – Othmer Hall/Nebraska Hall – City Campus
  - UN-Omaha – PKI (Peter Kiewit Institute) -1110 South 67th Street, Omaha, Nebraska
  - UNMC (Sorrell Center 649 S 42nd St, Omaha, Nebraska
  - I-80 Exit #439
- The following documents are incorporated by reference into and made part of this Agreement:
  - UNL Bid # 2788-17-7800
  - Arrow's bid response of 2/10/2017
- The proposed contract provides for a one-year initial term with options to extend on a yearly basis, with total contract term not to exceed five years.

**Section 2 – Payment:**

The University shall pay to the Contractor for the performance of the Work, subject to additions and deductions as provided in the Contract Documents, in warrants of the State of Nebraska, the sum of \$1,650.00 per day of service. (\$825.00 per shuttle vehicle for three round trips per day of operation. Two shuttle vehicles will operate simultaneously). This sum shall represent payment in full for all goods and services provided pursuant to the Contract Documents.

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Purchase of multi-modal imaging platform for the Eppley Institute for Cancer Research

RECOMMENDED ACTION: Approve the sole source purchase of a Fujifilm VisualSonics LAZR-X imaging system

PREVIOUS ACTION: None

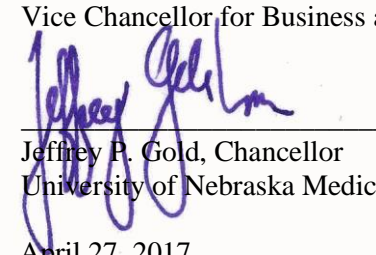
EXPLANATION: This instrument combines laser imaging with ultrasound to create high resolution ultrasound and photoacoustic images. This combination of technologies is unique and only available through this vendor. Though we have another VisualSonics system that could be upgraded to provide this imaging, it is in constant use for other research and would have to be moved to a different location in order to have space for the upgrades.

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

PROJECT COST: \$748,365

SOURCE OF FUNDS: Nebraska Research Initiative Funds \$661,264  
Cash Funds (required match) 87,101

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

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: April 27, 2017



TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Sole source purchase of a Computer Assisted Rehabilitation ENvironment (CAREN) for the University of Nebraska at Omaha.

RECOMMENDED ACTION: Approve the sole source purchase of a Computer Assisted Rehabilitation ENvironment (CAREN).

PREVIOUS ACTION: None

EXPLANATION: The purchase of a second Motek CAREN system will enhance the research capabilities of the Division of Biomechanics and Research Development, as well as allow for multi-site collaborations and will foster additional research projects with current state of Nebraska groups (i.e., NARI, iEXCEL). These collaborations will create funding opportunities where the Division has previously not been successful. The CAREN System is a unique system that combines a full motion platform, motion capture system, and virtual reality environment. No competing company offers such a comprehensive system.

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

PROJECT COST: \$775,000

SOURCE OF FUNDS:	Nebraska Research Initiative Funds	\$643,250
	Cash Funds (required match)	131,750

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

APPROVED:   
\_\_\_\_\_  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE: May 15, 2017

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Easement Agreement between the University of Nebraska at Omaha and First Data Corporation and Reciprocal Access Easement between the University of Nebraska at Omaha and the University of Nebraska Foundation.

RECOMMENDED ACTION: Approve the Easement Agreement between the University of Nebraska at Omaha and First Data Corporation and Reciprocal Access Easement between the University of Nebraska at Omaha and the University of Nebraska Foundation.

PREVIOUS ACTION: None

EXPLANATION: Design for a new drive northwest of Mammel Hall, connecting University of Nebraska at Omaha property and property owned by the University of Nebraska Foundation, requires easements for cross access between the University of Nebraska at Omaha and the University of Nebraska Foundation and First Data Resources.

The Easement Agreement with First Data Resources grants a temporary construction easement and permanent easement over the First Data property to accommodate a turning radius on the west end of the connector drive. The Reciprocal Access Easement with the University of Nebraska Foundation grants a temporary construction easement and permanent easement over the Foundation property to accommodate construction of a portion of the drive and a pedestrian walkway. Both agreements grant access easements (ingress and egress) to all parties to allow non-exclusive access for vehicular and pedestrian traffic between properties.

The subject property relating to the easement is shown on the attached map.

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

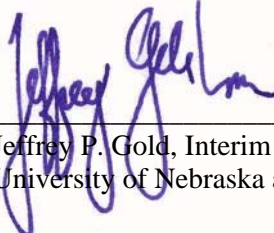
PROJECT COST: N/A

ON-GOING FISCAL IMPACT: N/A

SOURCE OF FUNDS: N/A

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

RECOMMENDED:



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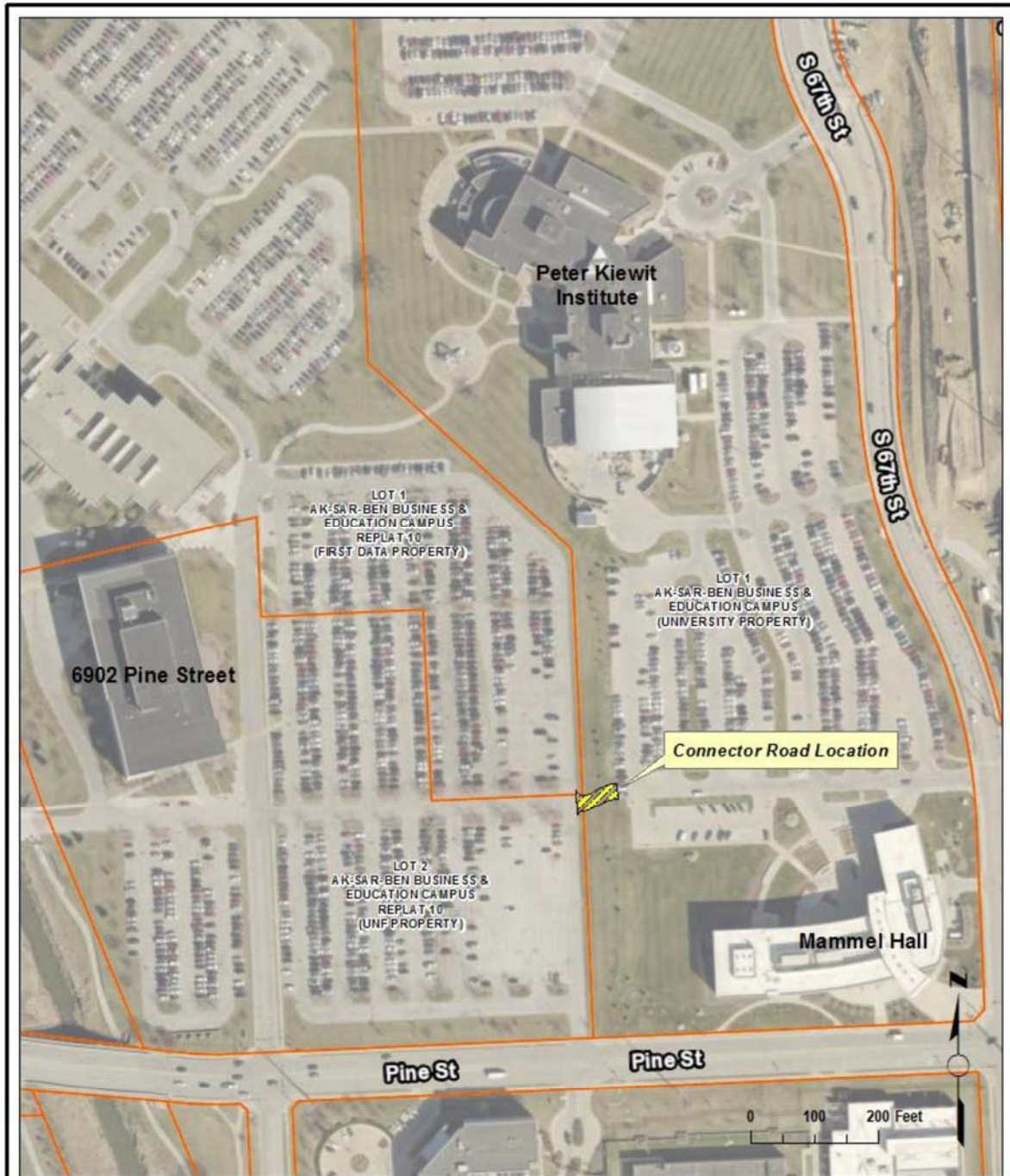
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE:

May 15, 2017



**Easement Agreement & Connector Road**  
May 15, 2017



UNIVERSITY OF NEBRASKA OMAHA  
FACILITIES MANAGEMENT AND PLANNING

KAYSER HALL 438  
6001 DODGE STREET  
OMAHA, NEBRASKA 68182-0270

**CONNECTOR ROAD**  
PROJECT LOCATION MAP

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “Agreement”) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska at Omaha (“University”) and FIRST DATA RESOURCES, LLC, a Delaware limited liability company (“First Data”).

### WITNESSETH

WHEREAS, the University is the fee simple owner of certain real property in Douglas County, Nebraska more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “University Property”);

WHEREAS, First Data is the fee simple owner of certain adjacent real property located in Douglas County, Nebraska more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the “First Data Property”) (the University Property and First Data Property shall be collectively referred to herein as the “Property”);

WHEREAS, the University desires to construct a drive connecting the University Property and that real property owned by UNF Investments, LLC (the “UNF Property”) in the location depicted on Exhibit C attached hereto and incorporated herein by reference (the “Connecting Drive”), a portion of which will be located on the First Data Property; and

WHEREAS, the parties have agreed to certain rights and easements over portions of the University Property and the First Data Property, as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements made by the parties hereto, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and on behalf of all persons who may hereafter derive title through them, together with their heirs, successors or assigns, to the University Property or the First Data Property, all as described herein, as follows, to-wit:

## TERMS AND CONDITIONS

### 1. CONNECTING DRIVE EASEMENT

1.1 Easement for Construction of Connecting Drive. Upon the terms and subject to the conditions contained in this Agreement, First Data, as the owner of the First Data Property, does hereby grant and convey unto the University, its successors, contractors, employees, agents, licensees, tenants and invitees (the “University Permittees”) a temporary construction easement in, upon, over and across that portion of the First Data Property shown on Exhibit D attached hereto and incorporated herein by reference (the “Construction Easement Area”) for the purpose of constructing, at the University’s sole cost and expense, the Connecting Drive.

1.2 Permanent Easement for Connecting Drive. Upon the terms and subject to the conditions contained in this Agreement, First Data does hereby grant and convey unto the University and the University Permittees, a permanent and perpetual easement for the use, maintenance, repair and replacement of a portion of the Connecting Drive on that portion of the First Data Property depicted on Exhibit E attached hereto and incorporated herein by reference (the “Connecting Drive Easement Area”). The University will keep and maintain, at its sole cost and expense, the Connecting Drive Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, First Data shall be liable to the University for any damage caused to the Connecting Drive Easement Area as a result of First Data’s or its Permittees’ negligence or willful misconduct, and First Data shall reimburse the University for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event the University shall fail to so maintain (excluding snow and ice removal) the Connecting Drive Easement Area as required hereunder, First Data, upon no less than ten (10) business days’ prior notice to the University, shall have the right to perform such maintenance on behalf of and for the account of the University, which right shall include a temporary construction easement over and across the Connecting Drive Easement Area.

### 2. FIRST DATA ACCESS EASEMENT

2.1 First Data Access Easement. Upon completion of the Connecting Drive and upon the terms and subject to the conditions contained in this Agreement, the University, as the owner of the University Property, does hereby grant and convey unto First Data, as the owner of the First Data Property, and its successors, contractors, employees, agents, licensees, tenants and invitees (“First Data Permittees”) a permanent and perpetual non-exclusive access (ingress and egress) easement for vehicular and pedestrian traffic to and from the University Property (the “First Data Access Easement”) in, upon, over and across the drive aisles, drive lanes and curb cuts from time to time located on the portion of the University Property shown on Exhibit F attached hereto and incorporated herein (the “First Data Access Easement Area”).

2.2 Provisions Governing the First Data Access Easement Area. Subject to the provisions of this Section, the University shall have the right to make modifications to the University Property as it deems necessary or desirable notwithstanding the existence of the First Data Access Easement, which includes, but is not limited to, relocating and/or permanently removing the walkways, drive aisles, drive lanes and curb cuts from time to time located in the First Data Access Easement Area. Notwithstanding the existence of the First Data Access Easement, the University shall have the right without the consent of First Data to (i) temporarily close off all or any portion of the First Data Access Easement Area as is reasonably necessary to repair, maintain or replace the paved asphalt, cement and/or concrete located in the First Data Access Easement Area and/or any improvements or utility lines located therein or thereon, provided that the University shall provide First Data at least five (5) days' prior notice of such closure (except in the case of emergency as reasonably determined by the University), (ii) upon providing First Data not less than five (5) days' prior notice, relocate and/or permanently remove the walkways, drive aisles, drive lanes and curb cuts located within the First Data Access Easement Area and/or (iii) upon providing First Data not less than ten (10) days' prior notice, fence off, barricade or otherwise divide or separate the First Data Access Easement Area from the remainder of the University Property in a manner and using materials that are consistent with how similar parking lots are divided or separated in the Omaha, Nebraska area, and such shall not be in violation of the First Data Access Easement. If the First Data Access Easement Area is relocated pursuant to the terms of this Section 2.2, all references in this Agreement to the First Data Access Easement Area shall refer to the relocated First Data Access Easement Area, and upon the request of either party, the owner of the First Data Property and the owner of the University Property shall amend this Agreement to reflect such change to the First Data Access Easement Area, and the party requesting such amendment shall cause such amendment to be recorded in the Douglas County, Nebraska Recorder of Deeds office. It is the intention of the parties that the First Data Access Easement Area shall be jointly used by the parties and their respective Permittees for pedestrian and vehicular ingress and egress and that First Data and the First Data Permittees will not park vehicles on the First Data Access Easement Area and will not unreasonably interfere with the ingress and egress rights of the University and the University Permittees within the First Data Access Easement Area.

2.3 Maintenance. The University will keep and maintain, at its sole cost and expense, the First Data Access Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, First Data shall be liable to the University for any damage caused to the First Data Access Easement Area as a result of First Data's or its Permittees' negligence or willful misconduct, and First Data shall reimburse the University for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event the University shall fail to so maintain (excluding snow and ice removal) the First Data Access Easement Area as required hereunder, First Data, upon no less than ten (10) business days' prior notice to the University, shall have the right to perform such maintenance on behalf of and for the account of the University, which right shall include a temporary construction easement over and across the First Data Access Easement Area.

### 3. UNIVERSITY ACCESS EASEMENT

- 3.1 University Access Easement. Upon completion of the Connecting Drive and upon the terms and subject to the conditions contained in this Agreement, First Data, as the owner of the First Data Property, does hereby grant and convey unto the University, as the owner of the University Property, and the University Permittees, a permanent and perpetual non-exclusive access (ingress and egress) easement for vehicular and pedestrian traffic to and from the First Data Property (the “University Access Easement”) in, upon, over and across the drive aisles, drive lanes and curb cuts from time to time located on the portion of the First Data Property shown on Exhibit G attached hereto and incorporated herein (the “University Access Easement Area”).
- 3.2 Provisions Governing the University Access Easement Area. Subject to the provisions of this Section, First Data shall have the right to make modifications to the First Data Property as it deems necessary or desirable notwithstanding the existence of the University Access Easement, which includes, but is not limited to, relocating and/or permanently removing the walkways, drive aisles, drive lanes and curb cuts from time to time located in the University Access Easement Area. Notwithstanding the existence of the University Access Easement, First Data shall have the right without the consent of the University to (i) temporarily close off all or any portion of the University Access Easement Area as is reasonably necessary to repair, maintain or replace the paved asphalt, cement and/or concrete located in the University Access Easement Area and/or any improvements or utility lines located therein or thereon, provided that First Data shall provide the University at least five (5) days’ prior notice of such closure (except in the case of emergency as reasonably determined by First Data), (ii) upon providing the University not less than five (5) days’ prior notice, relocate and/or permanently remove the walkways, drive aisles, drive lanes and curb cuts located within the University Access Easement Area and/or (iii) upon providing the University not less than ten (10) days’ prior notice, fence off, barricade or otherwise divide or separate the University Access Easement Area from the remainder of the First Data Property in a manner and using materials that are consistent with how similar parking lots are divided or separated in the Omaha, Nebraska area, and such shall not be in violation of the University Access Easement. If the University Access Easement Area is relocated pursuant to the terms of this Section 3.2, all references in this Agreement to the University Access Easement Area shall refer to the relocated University Access Easement Area, and upon the request of either party, the owner of the First Data Property and the owner of the University Property shall amend this Agreement to reflect such change to the University Access Easement Area and the party requesting such amendment shall cause such amendment to be recorded in the Douglas County, Nebraska Recorder of Deeds office. It is the intention of the parties that the University Access Easement Area shall be jointly used by the parties and their respective Permittees for pedestrian and vehicular ingress and egress and that the University and the University Permittees will not park vehicles on the University Access Easement Area and will not unreasonably interfere with the ingress and egress rights of First Data and the First Data Permittees within the University Access Easement Area.



3.3 Maintenance. First Data will keep and maintain, at its sole cost and expense, the University Access Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, the University shall be liable to First Data for any damage caused to the University Access Easement Area as a result of the University's or its Permittees' negligence or willful misconduct, and the University shall reimburse First Data for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event First Data shall fail to so maintain (excluding snow and ice removal) the University Access Easement Area as required hereunder, the University, upon no less than ten (10) business days' prior notice to First Data, shall have the right to perform such maintenance on behalf of and for the account of First Data, which right shall include a temporary construction easement over and across the University Access Easement Area.

#### 4. CROSS PARKING PROHIBITION

Each party shall be prohibited from parking on the other's parking lots. Each party shall have the right, but not the obligation, to put any signage on its respective property that such party deems reasonably necessary to identify that the parking located on such property is restricted and that violators may be towed.

#### 5. INDEMNIFICATION AND INSURANCE

5.1 Indemnification. To the extent permitted by law, each party and their successors and assigns (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party from and against any and all losses, liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature (including reasonable attorneys', consultants' and experts' fees associated therewith), arising or growing out of or in any way connected with (i) a breach of this Agreement by the Indemnifying Party, (ii) the use of the Indemnifying Party of the other party's Property or the easements and other rights created by this Agreement, (iii) the maintenance and repair activities (including the removal of snow and ice) performed by the Indemnifying Party pursuant to the terms hereof; and (iv) the Indemnifying Party's activities on or use of the other party's property. The provisions of this Section are expressly applicable to any mechanic's lien claims that may arise as a result of any work undertaken by or on behalf of the Indemnifying Party. The foregoing indemnification does not apply to the extent the loss, liability, claim, demand, damage, expense, fee, fine, penalty, suit proceeding, action or cause of action is caused in whole or in part by the negligence or fault of the indemnified party.

5.2 Insurance. Each of the parties shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about its Property. It is acknowledged and agreed that the parties may self-insure.

5.3 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, it is agreed that each of the owner of the University Property and the owner of the First Data Property (the “Releasing Party”) hereby releases the other (the “Released Party”) from any liability which the Released Party would, but for this Section, have had to the Releasing Party resulting from the occurrence of any accident or casualty (i) which is or would be covered by the insurance policies required to be maintained in this Agreement (irrespective of whether such coverage is being carried by the Releasing Party), or (ii) covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence. The Releasing Party shall give written notice to its insurer as to this mutual wavier of subrogation if required for enforceability.

## 6. MISCELLANEOUS

6.1 Runs with the Land. This Agreement and the easements granted herein shall run with the First Data Property and the University Property and the terms and conditions of this Agreement shall inure to the benefit and be binding upon the parties, their successors and assigns.

6.2 Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Nebraska without giving effect to choice of law principles.

6.3 Notices. All notices, consents, requests, demands, instruction or other communications provided for in this Agreement shall be in writing and shall be deemed validly given, made and served when delivered personally, or when delivered or refused if sent in the United States Mail, registered or certified, postage prepaid, or when delivered or refused if sent by overnight courier, addressed as follows:

If to First Data:           First Data Resources, LLC  
                                  One Western Maryland Parkway  
                                  Hagerstown, MD 21740  
                                  Attn: Robert Hawfield

With a copy to:           Husch Blackwell LLP  
                                  190 Carondelet Plaza, Suite 600  
                                  St. Louis, MO 63105  
                                  Attn: David A. Linenbroker

If to the University:      University of Nebraska at Omaha  
                                  6001 Dodge Street  
                                  Omaha, NE 68182

With a copy to: University of Nebraska  
Office of Vice President and General Counsel  
3835 Holdrege Street  
Lincoln, NE 68583-0745

- 6.4 Entire Agreement. This Agreement and the attached exhibits evidence the entire agreement between First Data and the University relating to the subject matter addressed herein, and supersedes in all respects any and all prior or oral written agreements or understandings.
- 6.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, which shall be binding notwithstanding that all parties are not signatories to the same counterpart or counterparts. The parties may integrate several separately executed counterparts by attaching the signature pages of one or more counterparts to a single executed counterpart.
- 6.6 No Third Party Rights. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any unintended third party, nor shall any third party be deemed a beneficiary of any of the provisions contained in this Agreement.
- 6.7 No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication, or the offer of any gift or dedication, of any portion of the land to which this Agreement pertains to the general public, or for any public use or purpose whatsoever.
- 6.8 Relationship of the Parties. Nothing in this Agreement shall be construed or interpreted as authorizing either party hereto, its agents or employees, to act as agents or representatives for or on behalf of the other, or to incur any obligations of any kind on behalf of the other, nor does anything herein create a joint venture or partnership between the parties.
- 6.9 Further Assurances and Cooperation. The parties hereby agree to execute such further instruments, documents and certificates, and to take such further actions, as may be reasonably necessary in order to effectuate the intents and purposes of this Agreement and to effectuate the matters contemplated hereby.
- 6.10 Severability and Savings. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section hereof.
- 6.11 Minimization of Interruption. Any entry upon any Property, or any portion thereof, pursuant to any easement or other right granted or established in this Agreement shall be undertaken in a way that will minimize any interruption of, or any adverse impact upon, the activities then being conducted upon the Property.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA                     )  
  )ss.  
COUNTY OF LANCASTER               )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017 by Hank M. Bounds, President, and Carmen K. Maurer, Corporation Secretary, on behalf of the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate existing under the laws of the state of Nebraska, on behalf of the Board of Regents of the University of Nebraska.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

FIRST DATA RESOURCES, LLC  
A Delaware limited liability company

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

Name: \_\_\_\_\_

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

STATE OF MARYLAND                    )  
  )ss.  
COUNTY OF WASHINGTON            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017  
by \_\_\_\_\_, the \_\_\_\_\_ on behalf  
of FIRST DATA RESOURCES, LLC, a Delaware limited liability company, on behalf of said  
limited liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the  
County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT A  
UNIVERSITY PROPERTY

**EXHIBIT "A"**  
UNIVERSITY PROPERTY

**LEGAL DESCRIPTION**

LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

 E & A CONSULTING GROUP, INC. Engineering Answers	E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.865.4700 • Fax: 402.865.3599			LOT 1 AK-SAR-BEN BUSINESS & EDUCATION CAMPUS DOUGLAS COUNTY, NEBRASKA
	Drawn by: FCE	Scale: 1" = 20'	Date: 03/29/2017	
Job No.: P2016.395.001				

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EXHIBIT B  
FIRST DATA PROPERTY

**EXHIBIT "B"**  
FIRST DATA PROPERTY

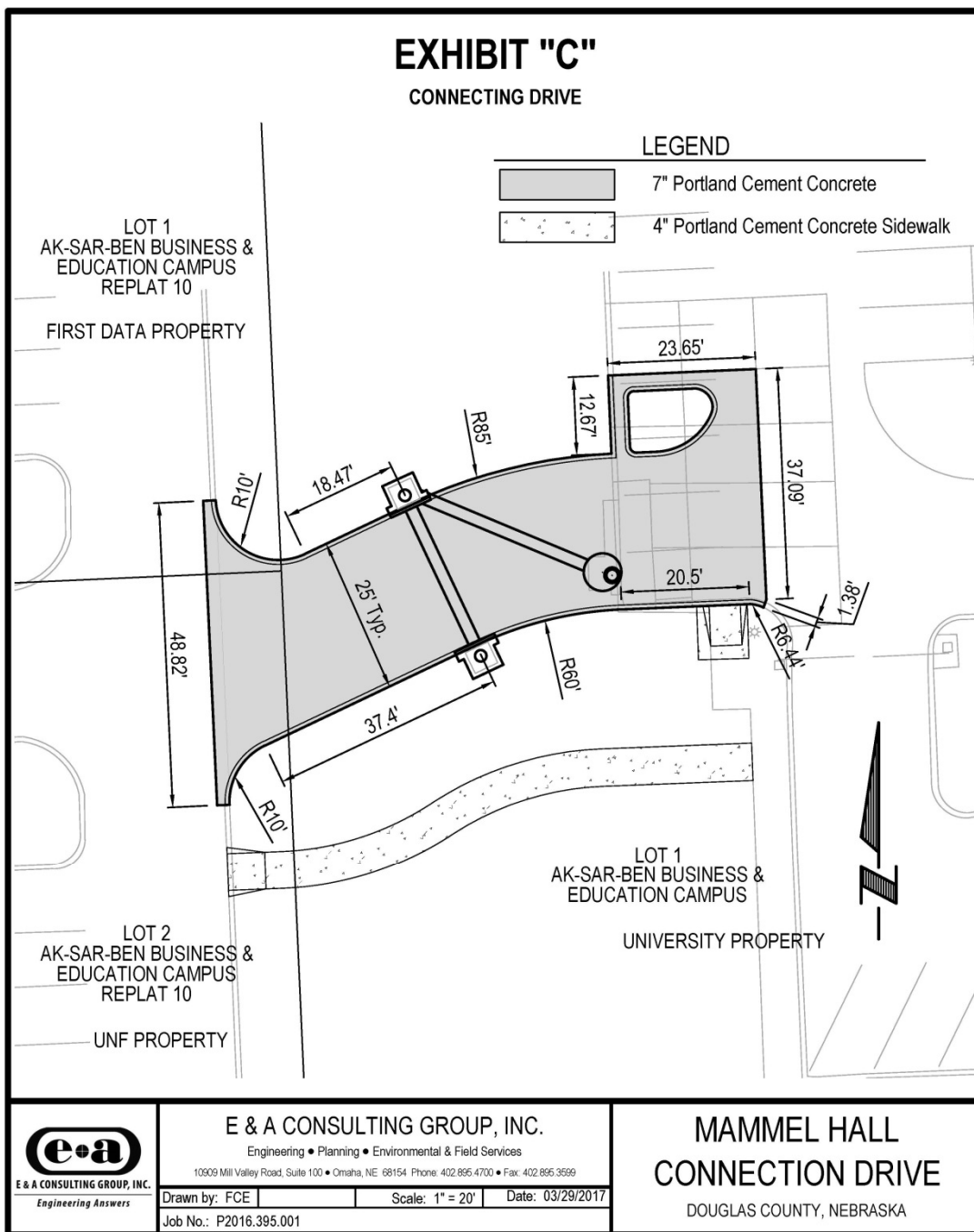
**LEGAL DESCRIPTION**

LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.

 <b>E &amp; A CONSULTING GROUP, INC.</b> <i>Engineering Answers</i>	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services <small>10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3559</small>	<b>LOT 1</b> <b>AK-SAR-BEN BUSINESS &amp;</b> <b>EDUCATION CAMPUS</b> DOUGLAS COUNTY, NEBRASKA
	Drawn by: FCE      Scale: 1" = 20'      Date: 03/29/2017 Job No.: P2016.395.001	

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EXHIBIT C  
CONNECTING DRIVE

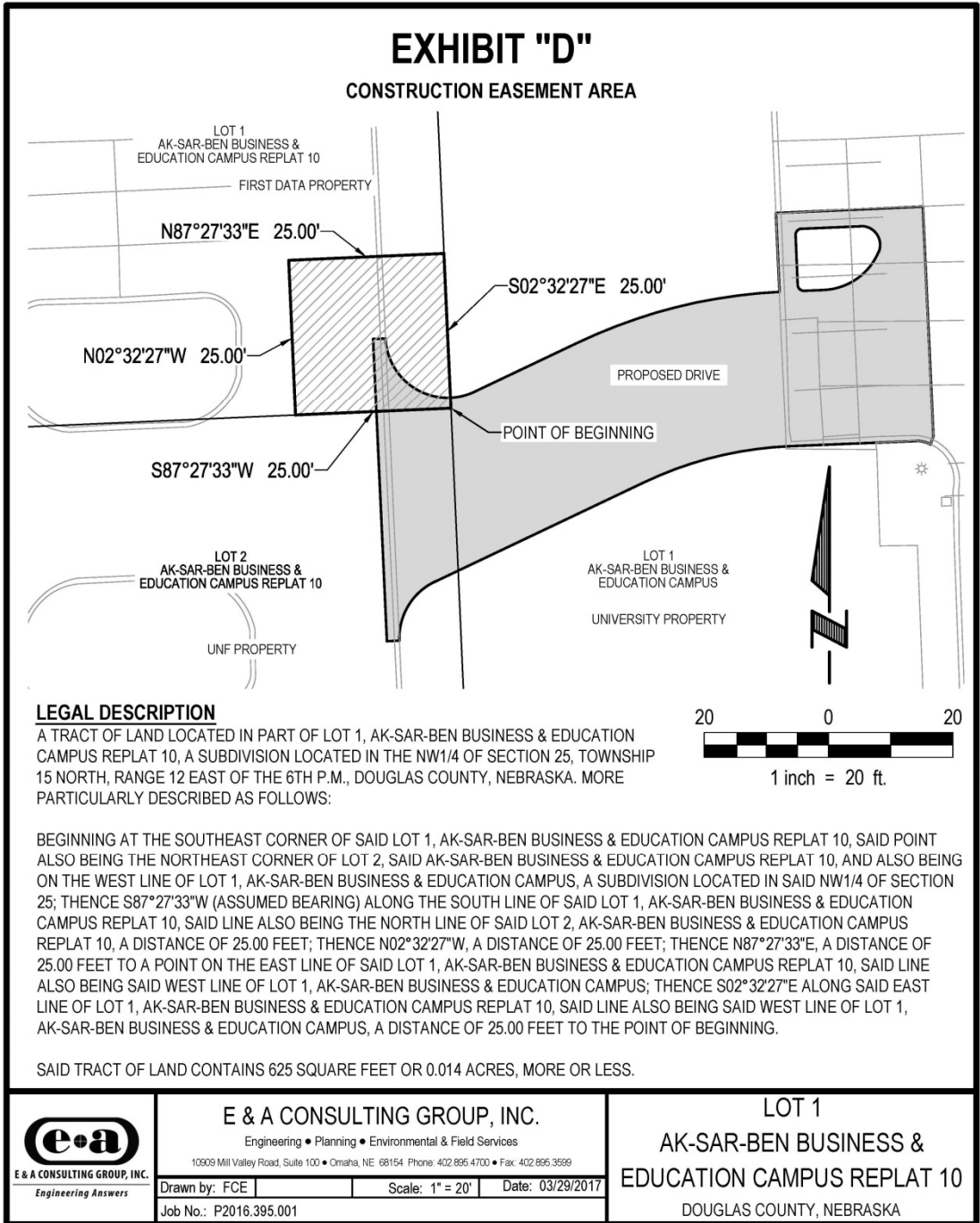


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EXHIBIT D

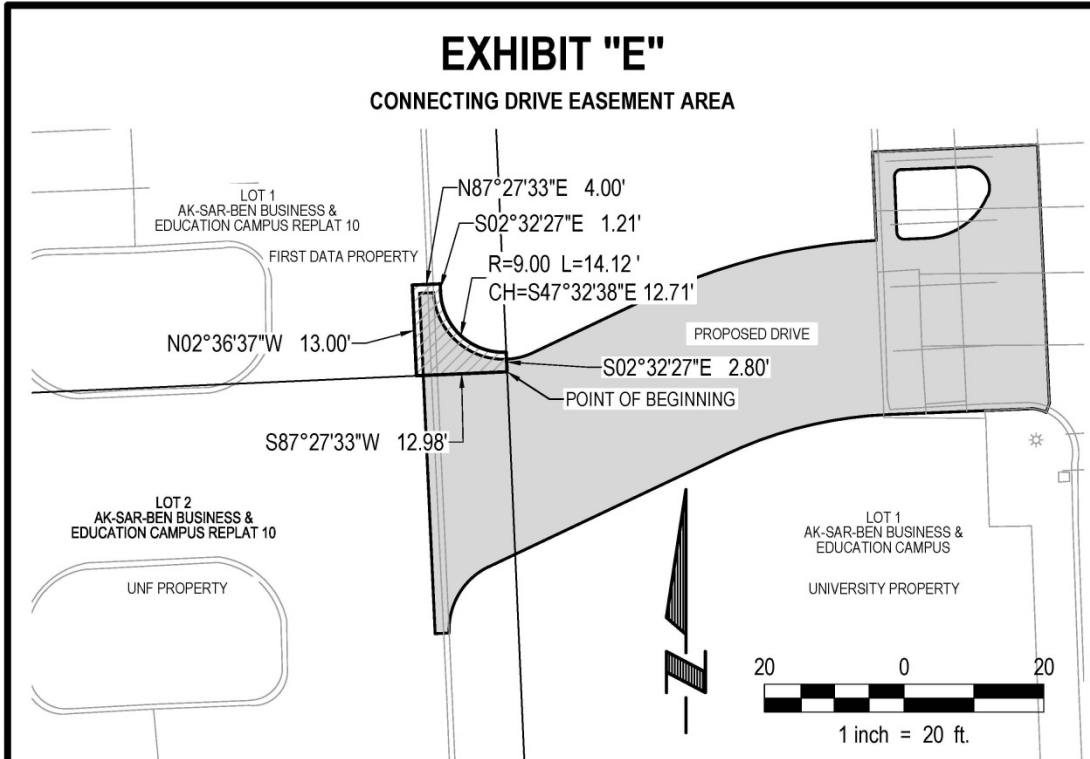
CONSTRUCTION EASEMENT AREA



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EXHIBIT E

CONNECTING DRIVE EASEMENT AREA



**LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN PART OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, AND ALSO BEING ON THE WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID SECTION 25; THENCE S87°27'33"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 12.98 FEET; THENCE N02°36'37"W, A DISTANCE OF 13.00 FEET; THENCE N87°27'33"E, A DISTANCE OF 4.00 FEET; THENCE S02°32'27"E, A DISTANCE OF 1.21 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 9.00 FEET, A DISTANCE OF 14.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S47°32'38"E, A DISTANCE OF 12.71 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS; THENCE S02°32'27"E ALONG SAID EAST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A DISTANCE OF 2.80 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 95 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

 <p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.695.4700 • Fax: 402.695.3599</p>	<p><b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental &amp; Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.695.4700 • Fax: 402.695.3599</p>		<p><b>LOT 1</b> <b>AK-SAR-BEN BUSINESS &amp;</b> <b>EDUCATION CAMPUS REPLAT 10</b> DOUGLAS COUNTY, NEBRASKA</p>
	<p>Drawn by: FCE</p>	<p>Scale: 1" = 20'</p>	<p>Date: 03/29/2017</p>
<p>Job No.: P2016.395.001</p>			

EXHIBIT F

FIRST DATA ACCESS EASEMENT AREA

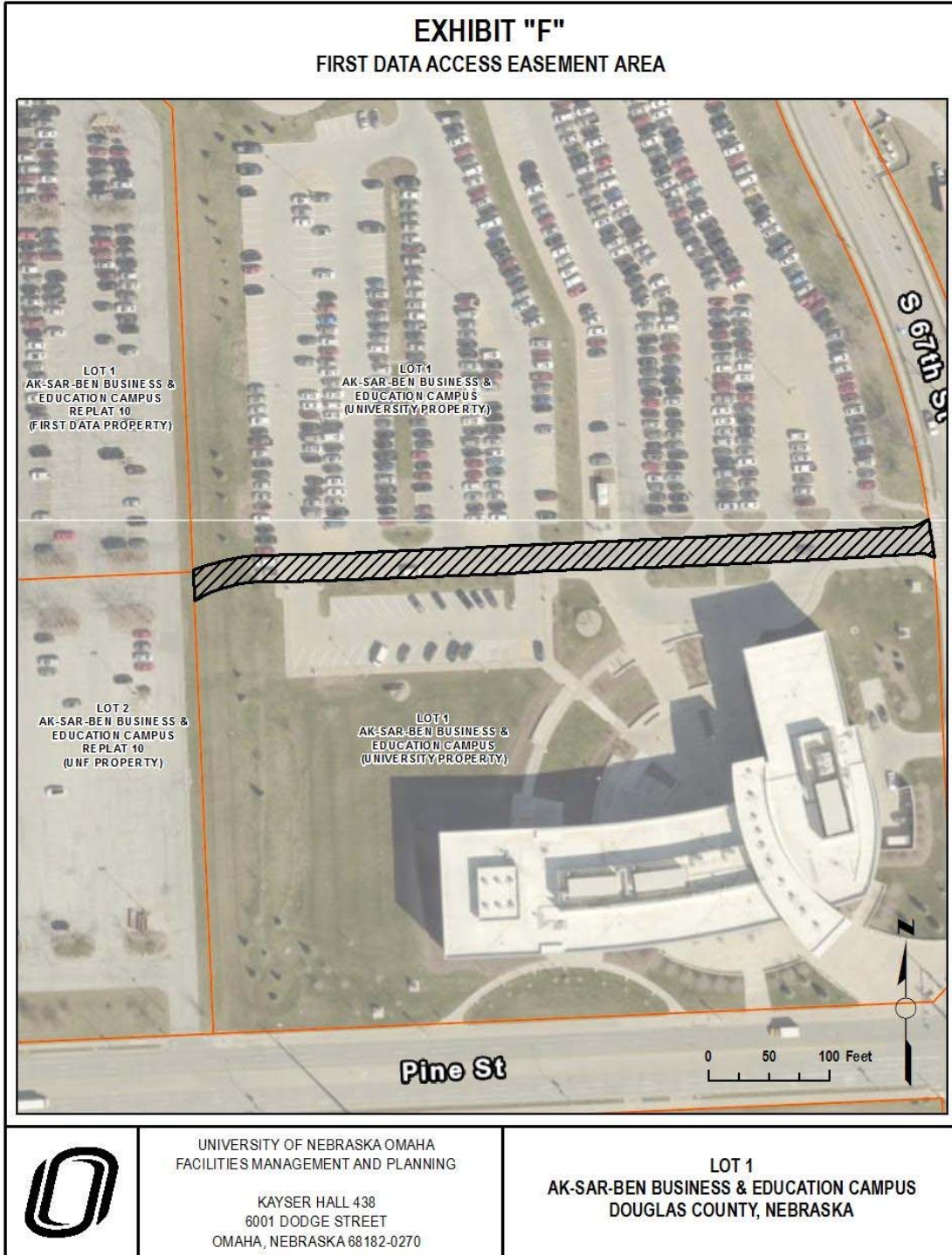
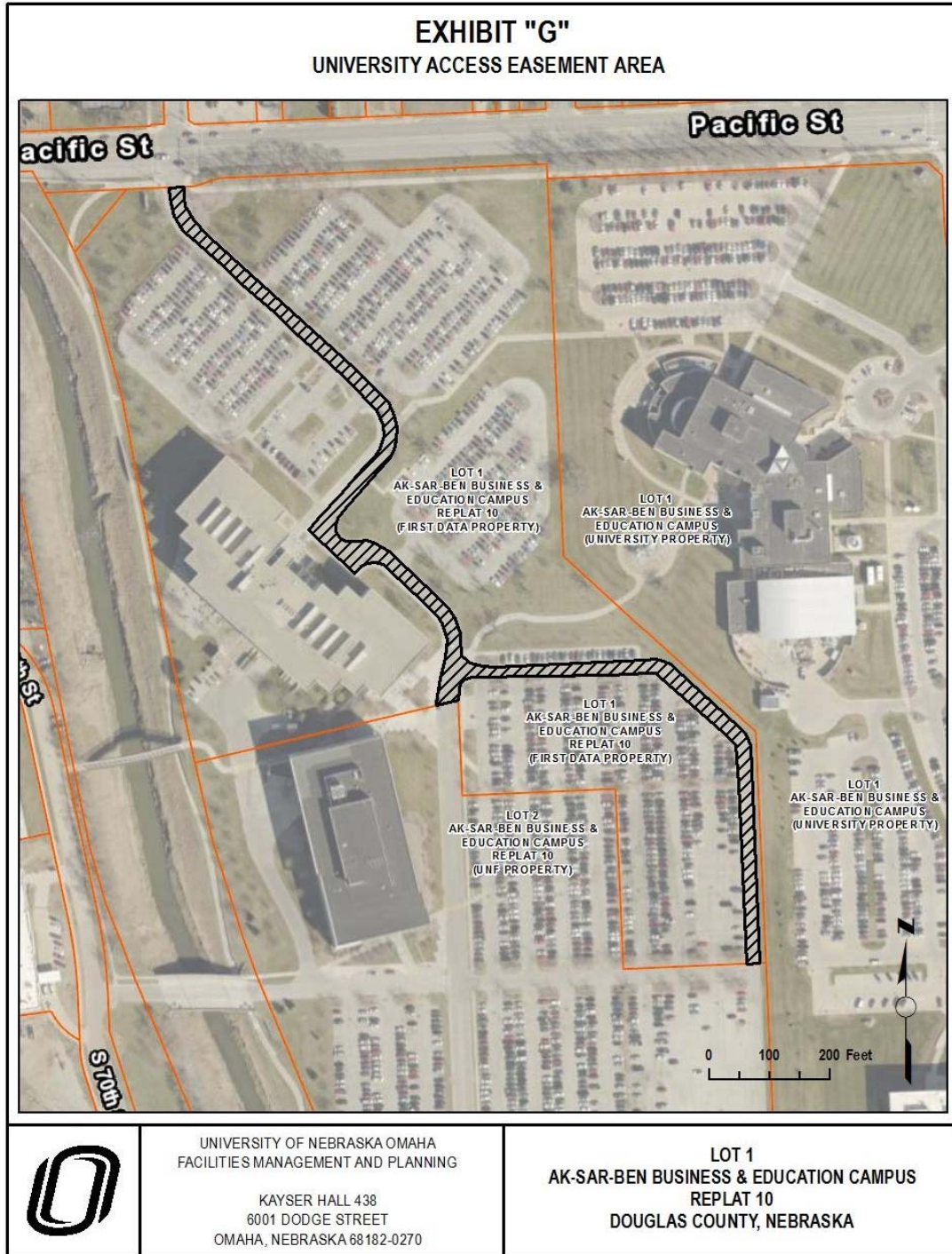




EXHIBIT G

UNIVERSITY ACCESS EASEMENT AREA



## RECIPROCAL ACCESS EASEMENT

This RECIPROCAL ACCESS EASEMENT (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”) by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing body of the University of Nebraska at Omaha (“University”) and UNF INVESTMENTS, LLC, a Nebraska limited liability company (“UNF”).

### WITNESSETH

WHEREAS, the University is the fee simple owner of certain real property in Douglas County, Nebraska more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “University Property”);

WHEREAS, UNF is the fee simple owner of certain adjacent real property located in Douglas County, Nebraska more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the “UNF Property”);

WHEREAS, the University desires to construct a drive connecting the University Property and the UNF Property in the location depicted on Exhibit C attached hereto and incorporated herein by reference (the “Connecting Drive”); and

WHEREAS, the parties have agreed to certain rights and easements over portions of the University Property and the UNF Property, as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements made by the parties hereto, the parties hereto covenant and agree to and with each other, collectively and individually, for themselves, their heirs, successors and assigns, and for and on behalf of all persons who may hereafter derive title through them, together with their heirs, successors or assigns, to the University Property or the UNF Property, all as described herein, as follows, to-wit:

## TERMS AND CONDITIONS

### 1. CONNECTING DRIVE EASEMENT

1.1 Easement for Construction of Connecting Drive. Upon the terms and subject to the conditions contained in this Agreement, UNF, as the owner of the UNF Property, does hereby grant and convey unto the University, its successors, contractors, employees, agents, licensees, tenants and invitees (the “University Permittees”) a temporary construction easement in, upon, over and across that portion of the UNF Property shown on Exhibit D attached hereto and incorporated herein by reference (the “Construction Easement Area”) for the purpose of constructing the Connecting Drive.

1.2 Permanent Easement for Connecting Drive. Upon the terms and subject to the conditions contained in this Agreement, UNF does hereby grant and convey unto the University and the University Permittees, a permanent and perpetual easement for the use, maintenance, repair and replacement of a portion of the Connecting Drive on that portion of the UNF Property depicted on Exhibit E attached hereto and incorporated herein by reference (the “Connecting Drive Easement Area”). The University will keep and maintain, at its sole cost and expense, the Connecting Drive Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, UNF shall be liable to the University for any damage caused to the Connecting Drive Easement Area as a result of UNF’s or its Permittees’ negligence or willful misconduct, and UNF shall reimburse the University for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event the University shall fail to so maintain (excluding snow and ice removal) the Connecting Drive Easement Area as required hereunder, UNF, upon no less than ten (10) business days’ prior notice to the University, shall have the right to perform such maintenance on behalf of and for the account of the University, which right shall include a temporary construction easement over and across the Connecting Drive Easement Area.

### 2. UNF ACCESS EASEMENT

2.1 UNF Access Easement. Upon completion of the Connecting Drive and upon the terms and subject to the conditions contained in this Agreement, the University, as the owner of the University Property, does hereby grant and convey unto UNF, as the owner of the UNF Property, and its successors, contractors, employees, agents, licensees, tenants and invitees (“UNF Permittees”) a permanent and perpetual non-exclusive access (ingress and egress) easement for vehicular and pedestrian traffic to and from the University Property (the “UNF Access Easement”) in, upon, over and across the drive aisles, drive lanes and curb cuts from time to time located on, the portion of the University Property shown on Exhibit F attached hereto and incorporated herein (the “UNF Access Easement Area”).

2.2 Provisions Governing the UNF Access Easement Area. Subject to the provisions of this Section, the University shall have the right to make modifications to the University Property as it deems necessary or desirable notwithstanding the existence of the UNF

Access Easement, which includes, but is not limited to, relocating and/or permanently removing the walkways, drive aisles, drive lanes and curb cuts from time to time located in the UNF Access Easement Area. Notwithstanding the existence of the UNF Access Easement, the University shall have the right without the consent of UNF to (i) temporarily close off all or any portion of the UNF Access Easement Area as is reasonably necessary to repair, maintain or replace the paved asphalt, cement and/or concrete located in the UNF Access Easement Area and/or any improvements or utility lines located therein or thereon, provided that the University shall provide UNF at least five (5) days' prior notice of such closure (except in the case of emergency as reasonably determined by the University), (ii) upon providing UNF not less than five (5) days' prior notice, relocate and/or permanently remove the walkways, drive aisles, drive lanes and curb cuts located within the UNF Access Easement Area and/or (iii) upon providing UNF not less than ten (10) days' prior notice, fence off, barricade or otherwise divide or separate the UNF Access Easement Area from the remainder of the University Property in a manner and using materials that are consistent with how similar parking lots are divided or separated in the Omaha, Nebraska area, and such shall not be in violation of the UNF Access Easement. If the UNF Access Easement Area is relocated pursuant to the terms of this Section 2.2, all references in this Agreement to the UNF Access Easement Area shall refer to the relocated UNF Access Easement Area, and upon the request of either party, the owner of the UNF Property and the owner of the University Property shall amend this Agreement to reflect such change to the UNF Access Easement Area, and the party requesting such amendment shall cause such amendment to be recorded in the Douglas County, Nebraska Recorder of Deeds office. It is the intention of the parties that the UNF Access Easement Area shall be jointly used by the parties and their respective Permittees for pedestrian and vehicular ingress and egress and that UNF and the UNF Permittees will not park vehicles on the UNF Access Easement Area and will not unreasonably interfere with the ingress and egress rights of the University and the University Permittees within the UNF Access Easement Area.

2.3 Maintenance. The University will keep and maintain, at its sole cost and expense, the UNF Access Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, UNF shall be liable to the University for any damage caused to the UNF Access Easement Area as a result of UNF's or its Permittees' negligence or willful misconduct, and UNF shall reimburse the University for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event the University shall fail to so maintain (excluding snow and ice removal) the UNF Access Easement Area as required hereunder, UNF, upon no less than ten (10) business days' prior notice to the University, shall have the right to perform such maintenance on behalf of and for the account of the University, which right shall include a temporary construction easement over and across the UNF Access Easement Area.

### 3. UNIVERSITY ACCESS EASEMENT

3.1 University Access Easement. Upon completion of the Connecting Drive and upon the terms and subject to the conditions contained in this Agreement, UNF, as the owner of the

UNF Property, does hereby grant and convey unto the University, as the owner of the University Property, and the University Permittees, a permanent and perpetual non-exclusive access (ingress and egress) easement for vehicular and pedestrian traffic to and from the UNF Property (the “University Access Easement”) in, upon, over and across the drive aisles, drive lanes and curb cuts from time to time located on, the portion of the UNF Property shown on Exhibit G attached hereto and incorporated herein (the “University Access Easement Area”).

3.2 Provisions Governing the University Access Easement Area. Subject to the provisions of this Section, UNF shall have the right to make modifications to the UNF Property as it deems necessary or desirable notwithstanding the existence of the University Access Easement, which includes, but is not limited to, relocating and/or permanently removing the walkways, drive aisles, drive lanes and curb cuts from time to time located in the University Access Easement Area. Notwithstanding the existence of the University Access Easement, UNF shall have the right without the consent of the University to (i) temporarily close off all or any portion of the University Access Easement Area as is reasonably necessary to repair, maintain or replace the paved asphalt, cement and/or concrete located in the University Access Easement Area and/or any improvements or utility lines located therein or thereon, provided that UNF shall provide the University at least five (5) days’ prior notice of such closure (except in the case of emergency as reasonably determined by UNF), (ii) upon providing the University not less than five (5) days’ prior notice, relocate and/or permanently remove the walkways, drive aisles, drive lanes and curb cuts located within the University Access Easement Area and/or (iii) upon providing the University not less than ten (10) days’ prior notice, fence off, barricade or otherwise divide or separate the University Access Easement Area from the remainder of the UNF Property in a manner and using materials that are consistent with how similar parking lots are divided or separated in the Omaha, Nebraska area, and such shall not be in violation of the University Access Easement. If the University Access Easement Area is relocated pursuant to the terms of this Section 3.2, all references in this Agreement to the University Access Easement Area shall refer to the relocated University Access Easement Area, and upon the request of either party, the owner of the UNF Property and the owner of the University Property shall amend this Agreement to reflect such change to the University Access Easement Area and the party requesting such amendment shall cause such amendment to be recorded in the Douglas County, Nebraska Recorder of Deeds office. It is the intention of the parties that the University Access Area shall be jointly used by the parties and their respective Permittees for pedestrian and vehicular ingress and egress and that the University and the University Permittees will not park vehicles on the University Access Easement Area and will not unreasonably interfere with the ingress and egress rights of UNF and the UNF Permittees within the University Access Easement Area.

3.3 Maintenance. UNF will keep and maintain, at its sole cost and expense, the University Access Easement Area (including but not limited to the drive aisle surfaces thereon) in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, the University shall be liable to UNF for any damage caused to the University Access Easement Area as a result of the University’s or its Permittees’ negligence or willful misconduct, and the University shall



reimburse UNF for such within thirty (30) days after receipt of an invoice for such together with reasonable supporting documentation. In the event UNF shall fail to so maintain (excluding snow and ice removal) the University Access Easement Area as required hereunder, the University, upon no less than ten (10) business days' prior notice to UNF, shall have the right to perform such maintenance on behalf of and for the account of UNF, which right shall include a temporary construction easement over and across the University Access Easement Area.

#### 4. WALKWAY EASEMENT

4.1 Walkway Easement. Upon the terms and subject to the conditions contained in this Agreement, each party does hereby grant and convey unto the other party and the other party's Permittees, a permanent and perpetual non-exclusive access (ingress and egress) easement for pedestrian traffic to and from each party's Property over, across and upon the sidewalks, walkways and pathways now existing and to be constructed as depicted on Exhibit H, attached hereto and incorporated herein by reference (the "Walkway Easement Area"). Each party will keep and maintain, at its sole cost and expense, those portions of the Walkway Easement Area on their Property in good order and repair, and shall remove snow and ice therefrom in a commercially reasonable time and manner. Notwithstanding the foregoing, each party shall be liable to the other party for any damage caused to that portion of the Walkway Easement Area on the other party's Property as a result of such party's negligence or willful misconduct. Each party shall have the right to make modifications on its Property as it deems necessary or desirable, including, but not limited to, relocating and/or permanently removing the sidewalks, walkways and pathways from time to time located in the Walkway Easement Area.

#### 5. CROSS PARKING PROHIBITION

Each party shall be prohibited from parking on the other's parking lots. Each party shall have the right, but not the obligation, to put any signage on its respective property that such party deems reasonably necessary to identify that the parking located on such property is restricted and that violators may be towed.

#### 6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. To the extent permitted by law, each party and their successors and assigns (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party from and against any and all losses, liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind and nature (including reasonable attorneys', consultants' and experts' fees associated therewith), arising or growing out of or in any way connected with (i) a breach of this Agreement by the Indemnifying Party, (ii) the use of the Indemnifying Party of the other party's Property or the easements and other rights created by this Agreement, (iii) the maintenance and

repair activities (including the removal of snow and ice) performed by the Indemnifying Party pursuant to the terms hereof; and (iv) the Indemnifying Party's activities on or use of the other party's property. The provisions of this Section are expressly applicable to any mechanic's lien claims that may arise as a result of any work undertaken by or on behalf of the Indemnifying Party. The foregoing indemnification does not apply to the extent the loss, liability, claim, demand, damage, expense, fee, fine, penalty, suit proceeding, action or cause of action is caused in whole or in part by the negligence or fault of the indemnified party.

6.2 Insurance. Each of the parties shall obtain and maintain a policy of commercial general liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about its Property. It is acknowledged and agreed that the parties may self-insure.

6.3 Waiver of Subrogation. Anything in this Agreement to the contrary notwithstanding, it is agreed that each of the owner of the University Property and the owner of the UNF Property (the "Releasing Party") hereby releases the other (the "Released Party") from any liability which the Released Party would, but for this Section, have had to the Releasing Party resulting from the occurrence of any accident or casualty (i) which is or would be covered by the insurance policies required to be maintained in this Agreement (irrespective of whether such coverage is being carried by the Releasing Party), or (ii) covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence. The Releasing Party shall give written notice to its insurer as to this mutual waiver of subrogation if required for enforceability.

## 7. MISCELLANEOUS

7.1 Runs with the Land. This Agreement and the easements granted herein shall run with the UNF Property and the University Property and the terms and conditions of this Agreement shall inure to the benefit and be binding upon the parties, their successors and assigns.

7.2 Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Nebraska without giving effect to choice of law principles.

7.3 Notices. All notices, consents, requests, demands, instruction or other communications provided for in this Agreement shall be in writing and shall be deemed validly given, made and served when delivered personally, or when delivered or refused if sent in the United States Mail, registered or certified, postage prepaid, or when delivered or refused if sent by overnight courier, addressed as follows:

If to UNF:                      UNF Investments, LLC  
   1010 Lincoln Mall, Suite 300  
   Lincoln, NE 68508  
   Attention: President

If to the University: University of Nebraska at Omaha  
6001 Dodge Street  
Omaha, NE 68182

With a copy to: University of Nebraska  
Office of Vice President and General Counsel  
3835 Holdrege Street  
Lincoln, NE 68583-0745

- 7.4 Entire Agreement. This Agreement and the attached exhibits evidence the entire agreement between UNF and the University relating to the subject matter addressed herein, and supersedes in all respects any and all prior or oral written agreements or understandings.
- 7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, which shall be binding notwithstanding that all parties are not signatories to the same counterpart or counterparts. The parties may integrate several separately executed counterparts by attaching the signature pages of one or more counterparts to a single executed counterpart.
- 7.6 No Third Party Rights. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any unintended third party, nor shall any third party be deemed a beneficiary of any of the provisions contained in this Agreement.
- 7.7 No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication, or the offer of any gift or dedication, of any portion of the land to which this Agreement pertains to the general public, or for any public use or purpose whatsoever.
- 7.8 Relationship of the Parties. Nothing in this Agreement shall be construed or interpreted as authorizing either party hereto, its agents or employees, to act as agents or representatives for or on behalf of the other, or to incur any obligations of any kind on behalf of the other, nor does anything herein create a joint venture or partnership between the parties.
- 7.9 Further Assurances and Cooperation. The parties hereby agree to execute such further instruments, documents and certificates, and to take such further actions, as may be reasonably necessary in order to effectuate the intents and purposes of this Agreement and to effectuate the matters contemplated hereby.
- 7.10 Severability and Savings. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section hereof.

7.11 Minimization of Interruption. Any entry upon any Property, or any portion thereof, pursuant to any easement or other right granted or established in this Agreement shall be undertaken in a way that will minimize any interruption of, or any adverse impact upon, the activities then being conducted upon the Property.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017 by Hank M. Bounds, President, and Carmen K. Maurer, Corporation Secretary, on behalf of the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate existing under the laws of the state of Nebraska, on behalf of the Board of Regents of the University of Nebraska.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

UNF INVESTMENTS, LLC  
A Nebraska limited liability company

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

Name: \_\_\_\_\_

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

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2017  
by \_\_\_\_\_, the \_\_\_\_\_ on behalf of  
UNF INVESTMENTS, LLC, a Nebraska limited liability company, on behalf of said limited  
liability company.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the  
County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

# EXHIBIT "A"

## UNIVERSITY PROPERTY

### LEGAL DESCRIPTION

LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.



**E & A CONSULTING GROUP, INC.**  
*Engineering Answers*

### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: FCE | Scale: 1" = 20' | Date: 03/29/2017

Job No.: P2016.395.001

### LOT 1

**AK-SAR-BEN BUSINESS &  
EDUCATION CAMPUS**

**DOUGLAS COUNTY, NEBRASKA**

# EXHIBIT "B"

UNF PROPERTY

## LEGAL DESCRIPTION

LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA.



**E & A CONSULTING GROUP, INC.**  
*Engineering Answers*

## E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: FCE | Scale: 1" = 20' | Date: 03/29/2017

Job No.: P2016.395.001

LOT 2



AK-SAR-BEN BUSINESS &  
EDUCATION CAMPUS  
DOUGLAS COUNTY, NEBRASKA

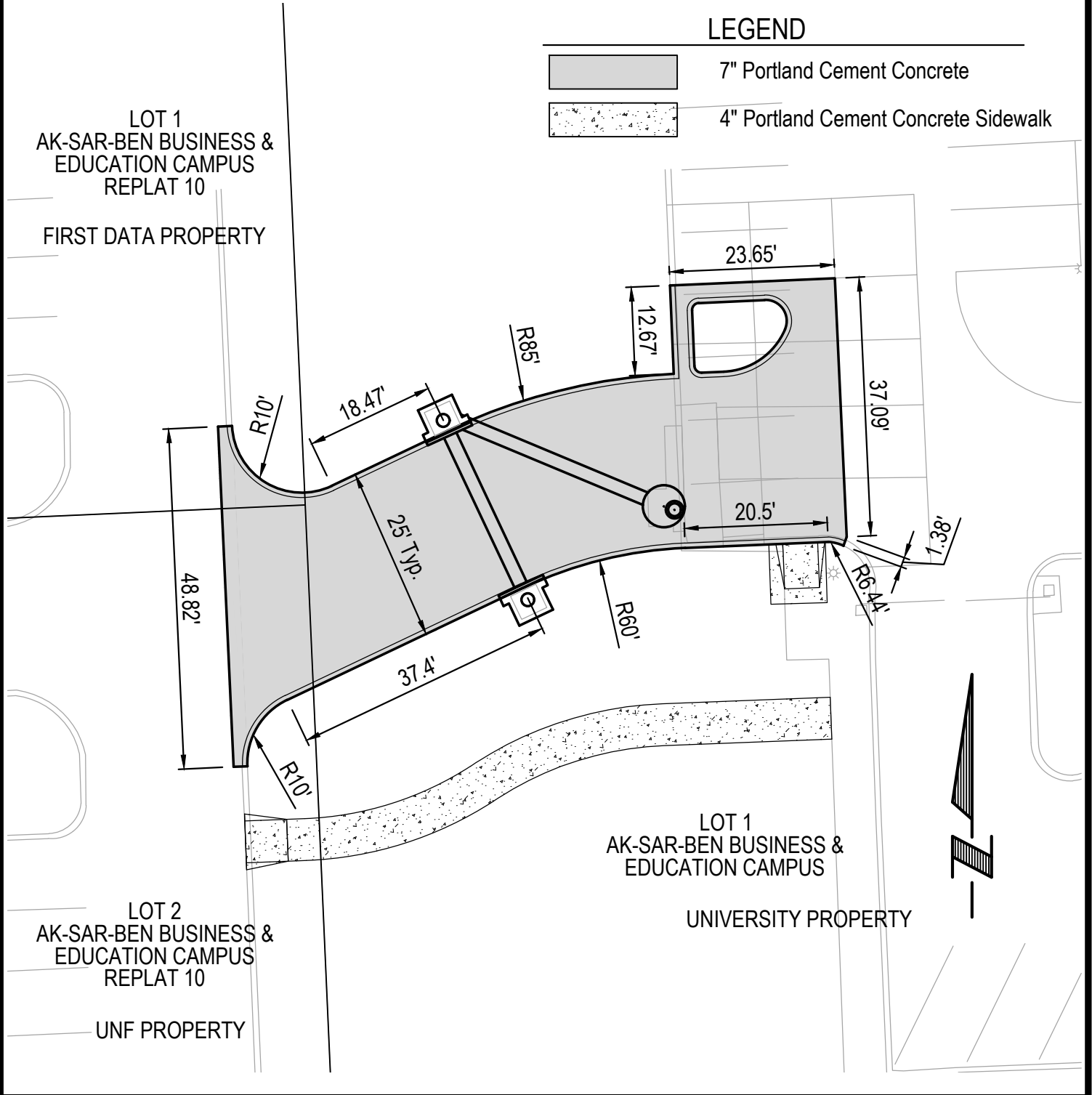


# EXHIBIT "C"

## CONNECTING DRIVE

### LEGEND

	7" Portland Cement Concrete
	4" Portland Cement Concrete Sidewalk



### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: FCE

Scale: 1" = 20'

Date: 03/29/2017

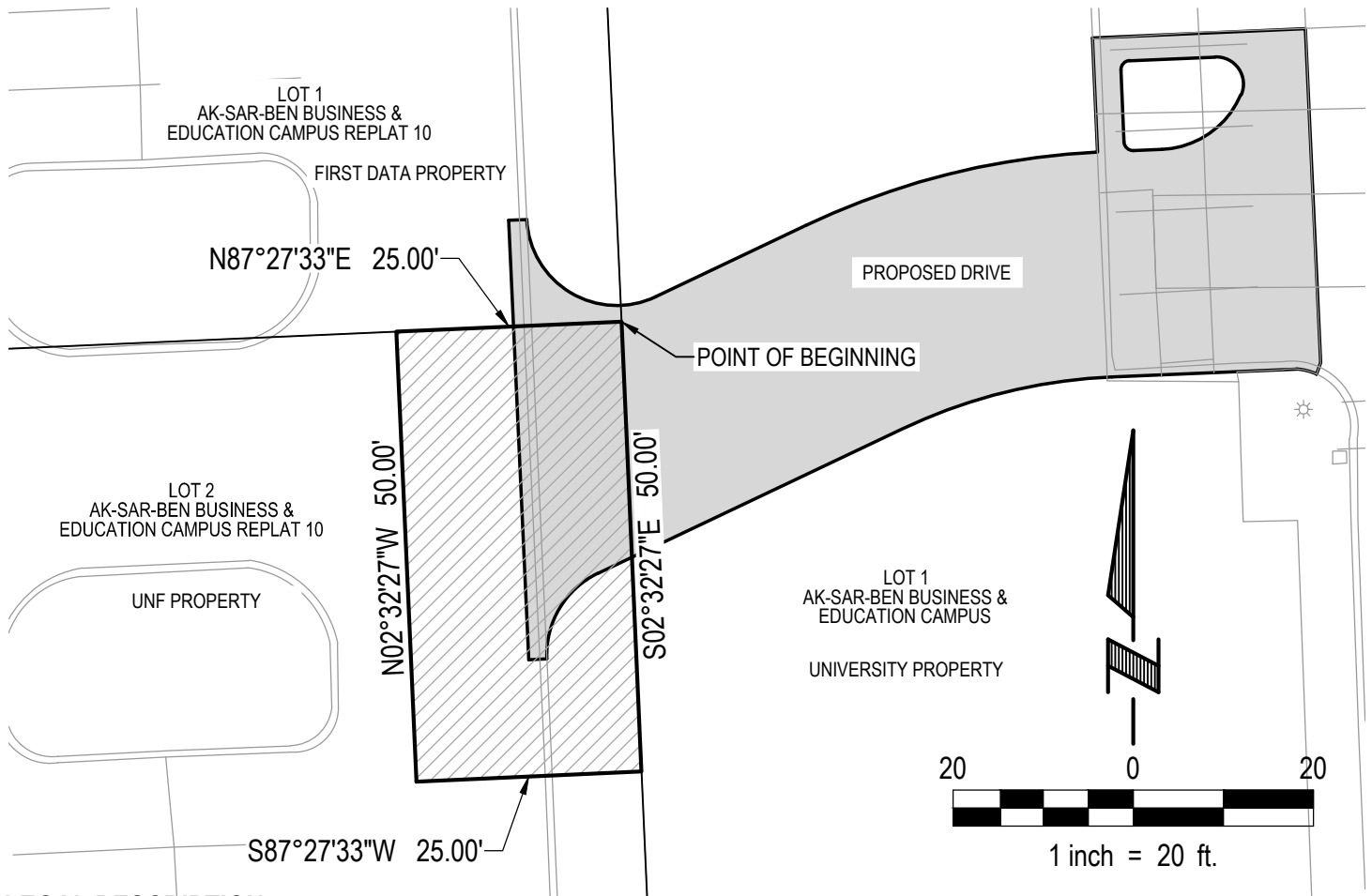
Job No.: P2016.395.001

## MAMMEL HALL CONNECTION DRIVE

DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "D"

## CONSTRUCTION EASEMENT AREA



### LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, AND ALSO BEING ON THE WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID SECTION 25; THENCE S02°32'27"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A DISTANCE OF 50.00 FEET; THENCE S87°27'33"W, A DISTANCE OF 25.00 FEET; THENCE N02°32'27"W, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10; THENCE N87°27'33"E ALONG SAID NORTH LINE OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID LINE ALSO BEING SAID SOUTH LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 1,250 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.



**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services

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Drawn by: FCE

Scale: 1" = 20'

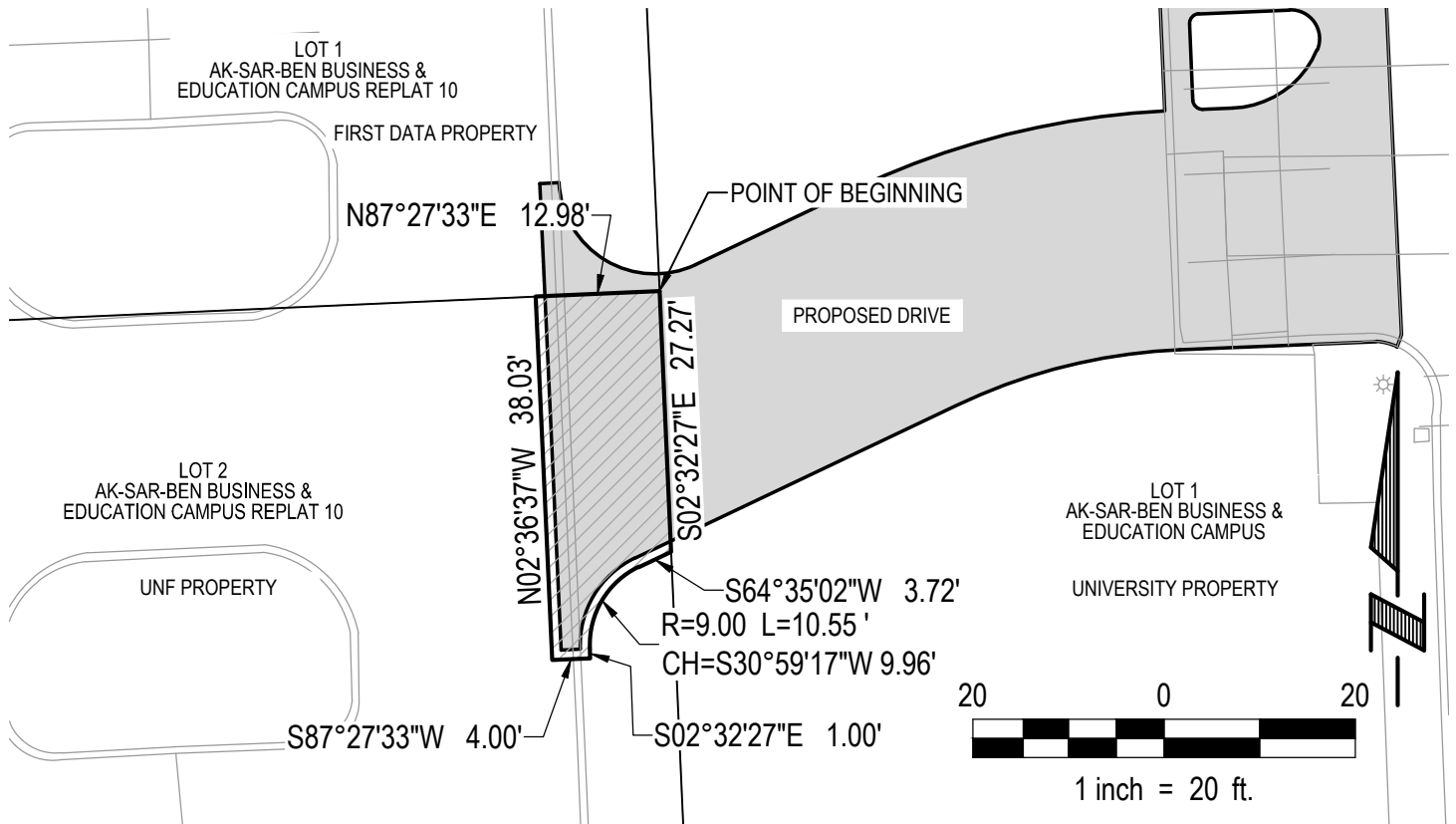
Date: 03/29/2017

Job No.: P2016.395.001

**LOT 2**  
**AK-SAR-BEN BUSINESS &**  
**EDUCATION CAMPUS REPLAT 10**  
 DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "E"

## CONNECTING DRIVE EASEMENT AREA



### LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

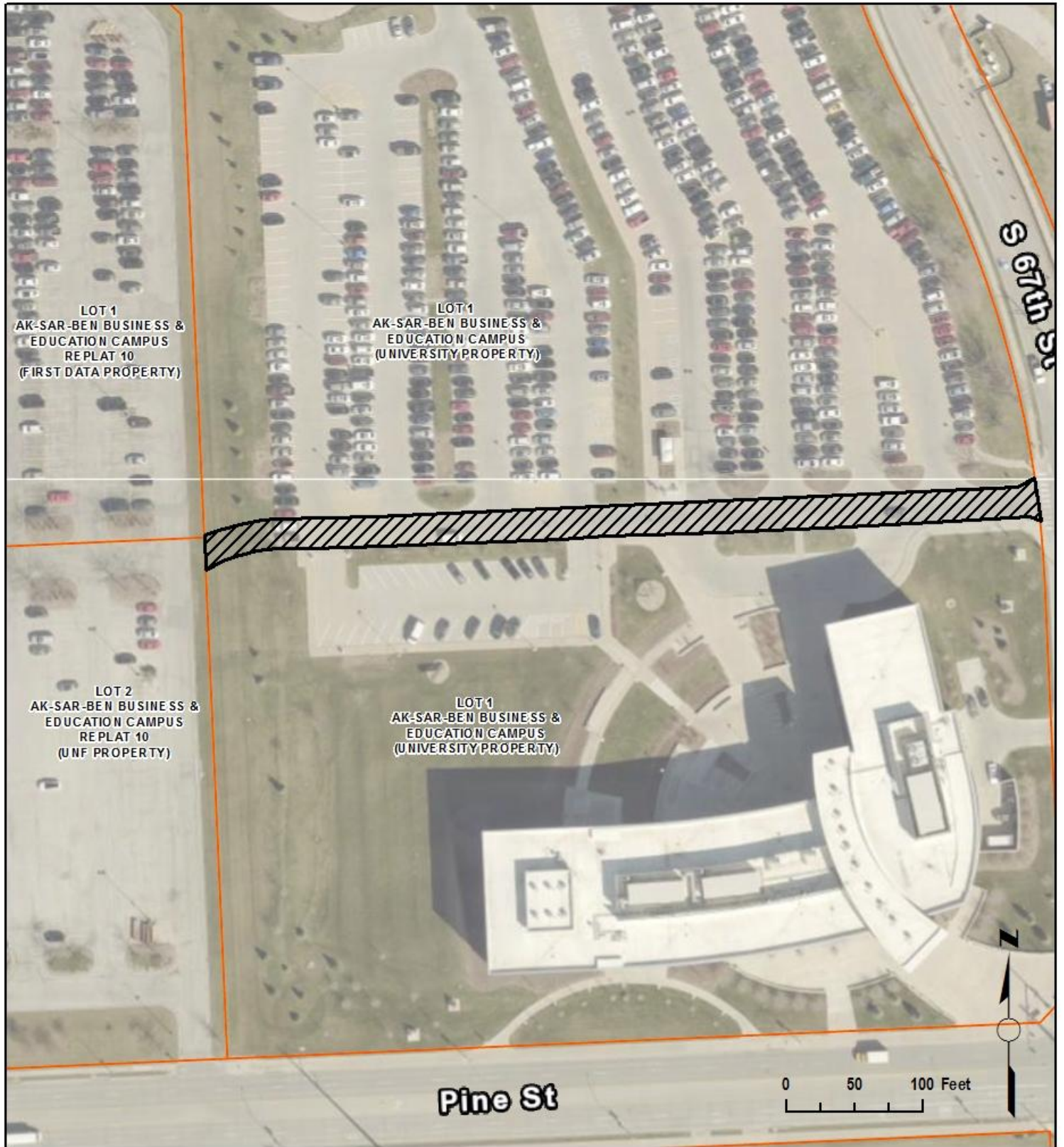
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, AND ALSO BEING ON THE WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID SECTION 25; THENCE S02°32'27\"/>

SAID TRACT OF LAND CONTAINS 420 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.

 <b>E &amp; A CONSULTING GROUP, INC.</b> <i>Engineering Answers</i>	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Field Services 10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599		<b>LOT 2</b> <b>AK-SAR-BEN BUSINESS &amp; EDUCATION CAMPUS REPLAT 10</b> DOUGLAS COUNTY, NEBRASKA	
	Drawn by: FCE	Scale: 1" = 20'		Date: 03/29/2017
	Job No.: P2016.395.001			

# EXHIBIT "F"

## UNF ACCESS EASEMENT AREA



UNIVERSITY OF NEBRASKA OMAHA  
FACILITIES MANAGEMENT AND PLANNING

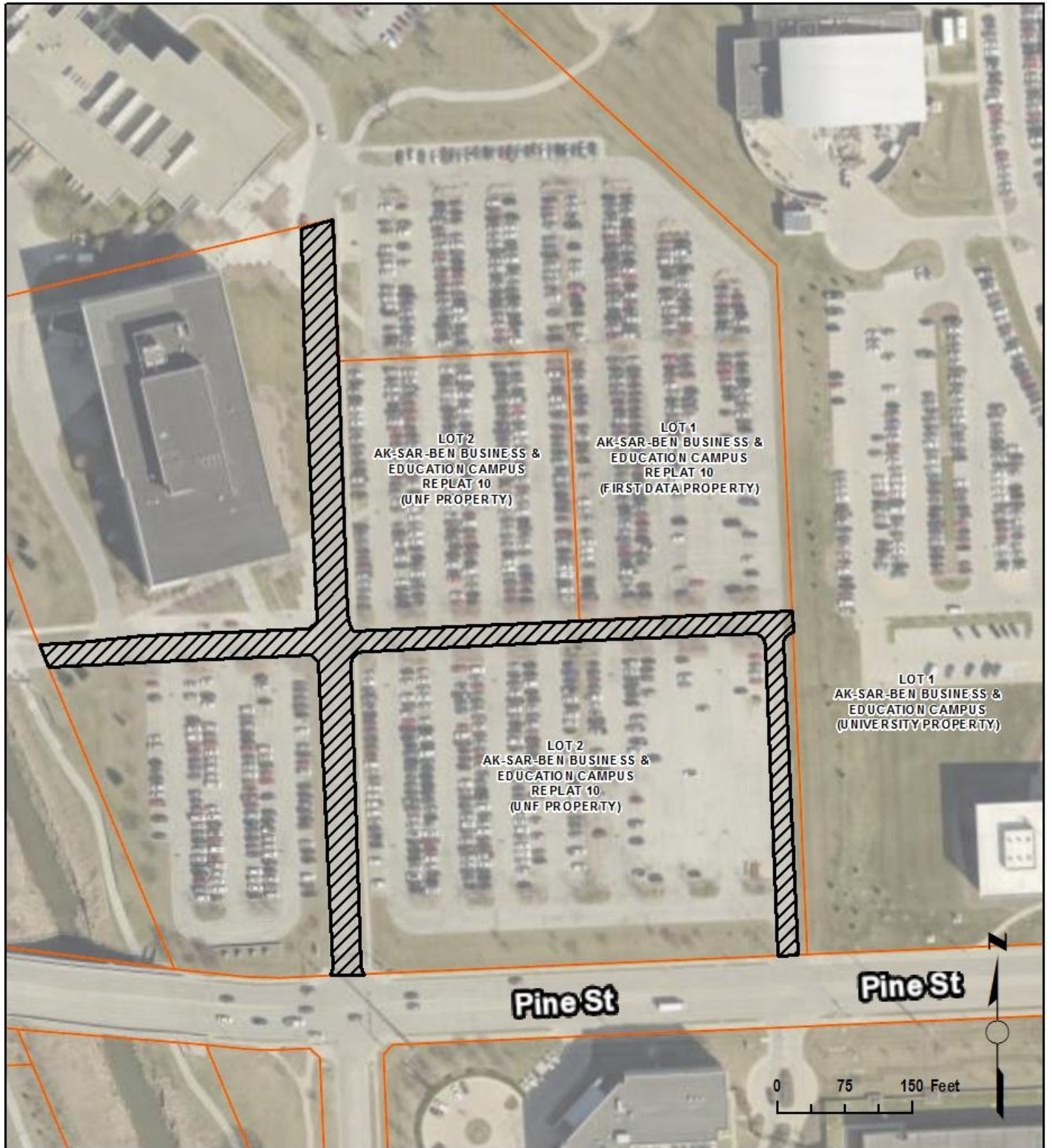
KAYSER HALL 438  
6001 DODGE STREET  
OMAHA, NEBRASKA 68182-0270

LOT 1  
AK-SAR-BEN BUSINESS & EDUCATION CAMPUS  
DOUGLAS COUNTY, NEBRASKA



# EXHIBIT "G"

## UNIVERSITY ACCESS EASEMENT AREA



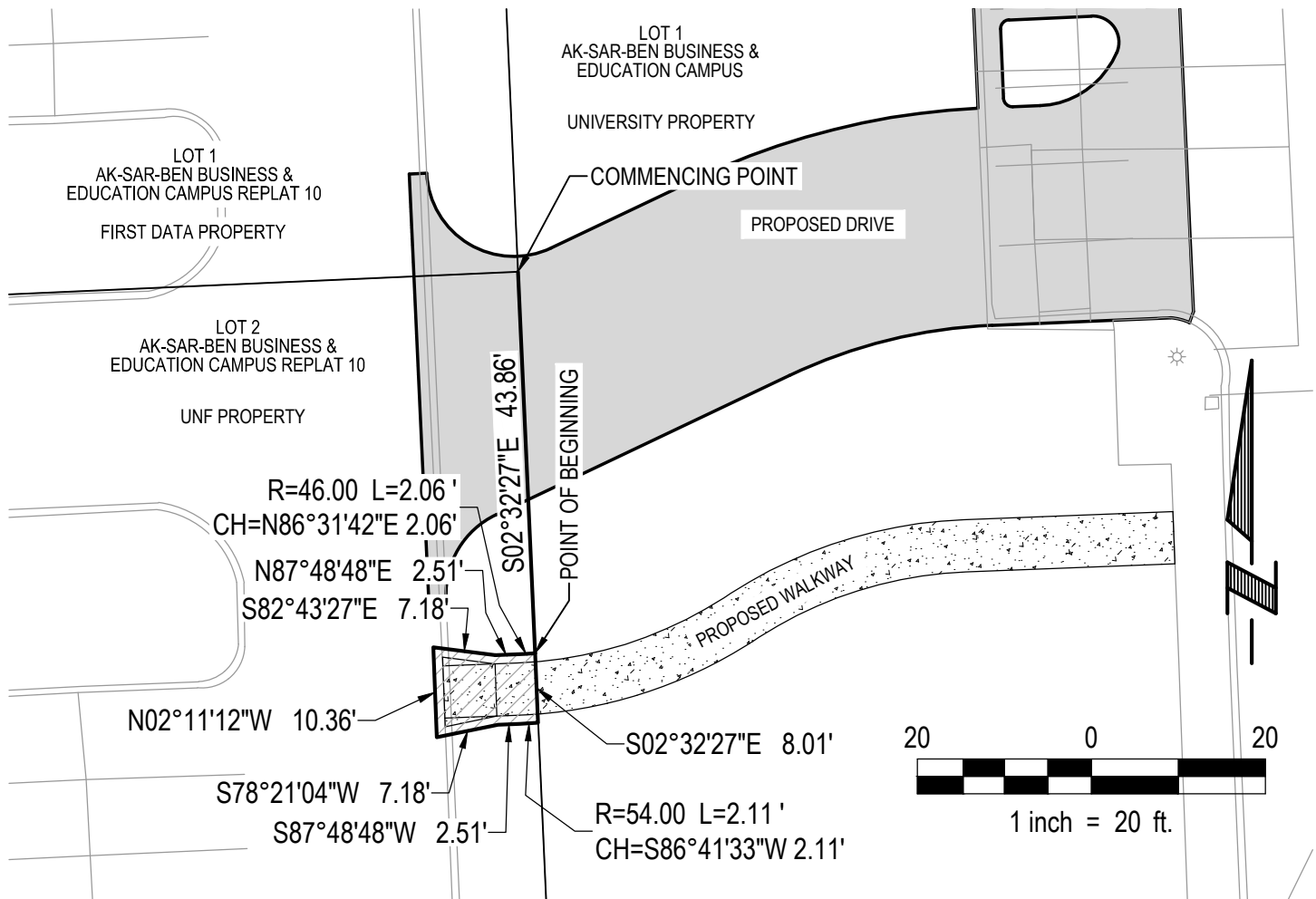
UNIVERSITY OF NEBRASKA OMAHA  
FACILITIES MANAGEMENT AND PLANNING

KAYSER HALL 438  
6001 DODGE STREET  
OMAHA, NEBRASKA 68182-0270

LOT 2  
AK-SAR-BEN BUSINESS & EDUCATION CAMPUS  
REPLAT 10  
DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "H"

## WALKWAY EASEMENT AREA - UNF PROPERTY



### LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 2, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, AND ALSO BEING ON THE WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW/4 OF SAID SECTION 25; THENCE  $S02^{\circ}32'27"E$  (ASSUMED BEARING) ALONG SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 43.86 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING  $S02^{\circ}32'27"E$  ALONG SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 8.01 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 54.00 FEET, A DISTANCE OF 2.11 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $S86^{\circ}41'33"W$ , A DISTANCE OF 2.11 FEET; THENCE  $S87^{\circ}48'48"W$ , A DISTANCE OF 2.51 FEET; THENCE  $S78^{\circ}21'04"W$ , A DISTANCE OF 7.18 FEET; THENCE  $N02^{\circ}11'12"W$ , A DISTANCE OF 10.36 FEET; THENCE  $S82^{\circ}43'27"E$ , A DISTANCE OF 7.18 FEET; THENCE  $N87^{\circ}48'48"E$ , A DISTANCE OF 2.51 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 46.00 FEET, A DISTANCE OF 2.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $N86^{\circ}31'42"E$ , A DISTANCE OF 2.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 102 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.



E & A CONSULTING GROUP, INC.  
Engineering Answers

### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

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Drawn by: FCE

Scale: 1" = 20'

Date: 03/29/2017

Job No.: P2016.395.001

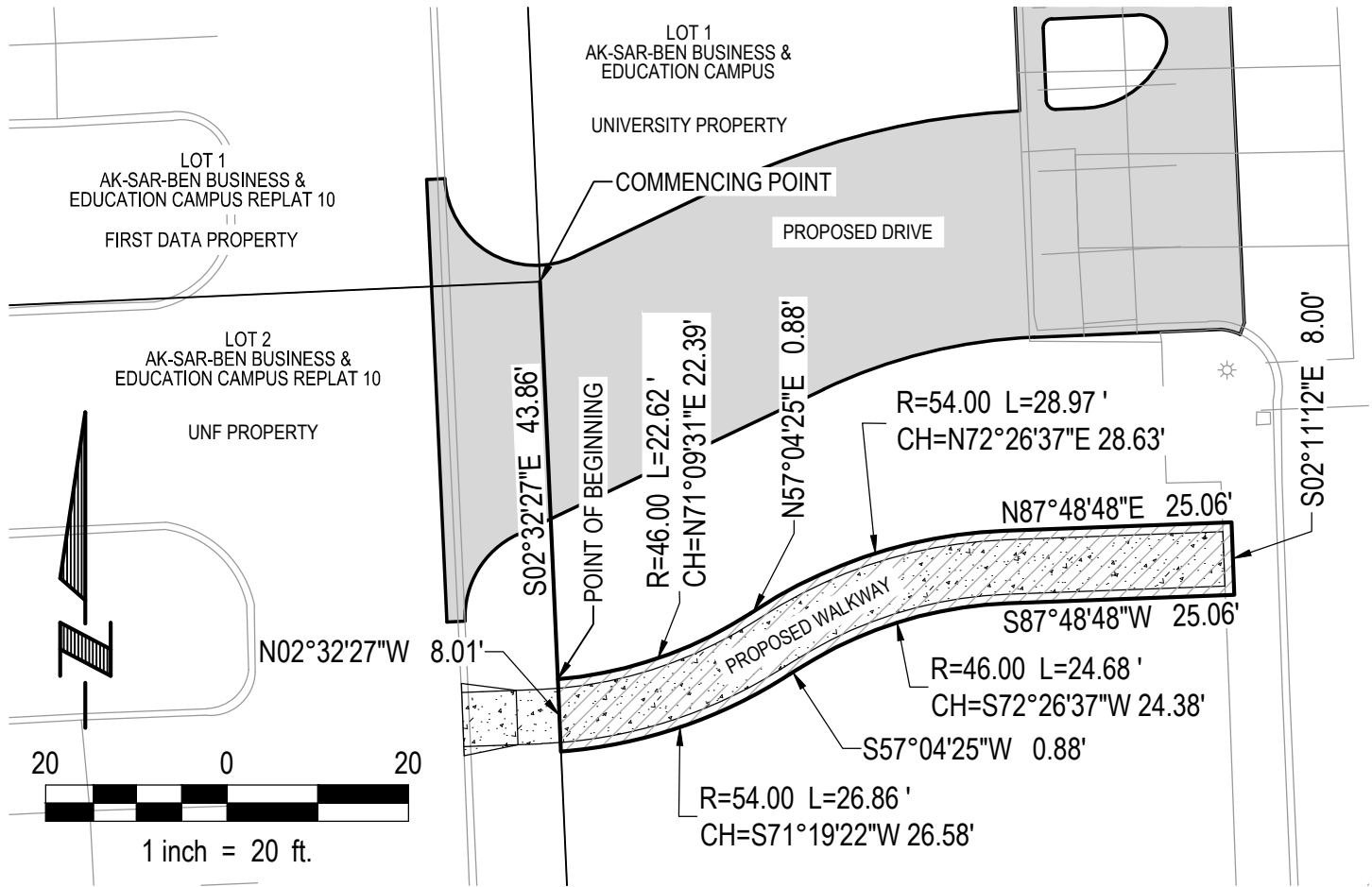
### LOT 2

AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10

DOUGLAS COUNTY, NEBRASKA

# EXHIBIT "H"

## WALKWAY EASEMENT AREA - UNIVERSITY PROPERTY



### LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, A SUBDIVISION LOCATED IN THE NW1/4 OF SECTION 25, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID SECTION 25, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 2, SAID AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, AND ALSO BEING ON THE WEST LINE OF SAID LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS; THENCE  $S02^{\circ}32'27''E$  (ASSUMED BEARING) ALONG SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 43.86 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 46.00 FEET, A DISTANCE OF 22.62 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $N71^{\circ}09'31''E$ , A DISTANCE OF 22.39 FEET; THENCE  $N57^{\circ}04'25''E$ , A DISTANCE OF 0.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 54.00 FEET, A DISTANCE OF 28.97 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $N72^{\circ}26'37''E$ , A DISTANCE OF 28.63 FEET; THENCE  $N87^{\circ}48'48''E$ , A DISTANCE OF 25.06 FEET; THENCE  $S02^{\circ}11'12''E$ , A DISTANCE OF 8.00 FEET; THENCE  $S87^{\circ}48'48''W$ , A DISTANCE OF 25.06 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 46.00 FEET, A DISTANCE OF 24.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $S72^{\circ}26'37''W$ , A DISTANCE OF 24.38 FEET; THENCE  $S57^{\circ}04'25''W$ , A DISTANCE OF 0.88 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 54.00 FEET, A DISTANCE OF 26.86 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS  $S71^{\circ}19'22''W$ , A DISTANCE OF 26.58 FEET TO A POINT ON SAID SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10; THENCE  $N02^{\circ}32'27''W$  ALONG SAID WEST LINE OF LOT 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS, SAID LINE ALSO BEING SAID EAST LINE OF LOT 2, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 10, A DISTANCE OF 8.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 620 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.



### E & A CONSULTING GROUP, INC.

Engineering • Planning • Environmental & Field Services

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154 Phone: 402.895.4700 • Fax: 402.895.3599

Drawn by: FCE Scale: 1" = 20' Date: 03/29/2017

Job No.: P2016.395.001

LOT 1  
AK-SAR-BEN BUSINESS &  
EDUCATION CAMPUS  
DOUGLAS COUNTY, NEBRASKA

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Creation of the Masters in Athletic Training and the phase-out of the Bachelor of Science (BS) in Athletic Training in the Department of Kinesiology and Sport Sciences in the College of Education at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approval is requested to create the Masters in Athletic Training and to phase-out the BS in Athletic Training in the Department of Kinesiology and Sport Sciences in the College of Education at UNK

PREVIOUS ACTION: September 6, 2007 – The Board approved the Bachelor of Science degree with a major in Athletic Training at UNK

EXPLANATION: The agency that governs accreditation for athletic training education programs is the Commission on Accreditation of Athletic Training Education (CAATE). CAATE conducted a review of the degree requirement for entry into the profession and determined that professional degree programs in athletic training should be moved to the graduate level. Persons wishing to be eligible to challenge the Board of Certification (BOC) for athletic training certification examination must graduate from a CAATE-accredited program. Additionally, the Nebraska Department of Health and Human Services requires successful completion of the BOC examination before persons may apply for a license to practice as an athletic trainer in the state.

Consequently, this proposal is for creation of a Masters in Athletic Training degree program for the professional preparation of athletic trainers. The existing approved program (BS in Athletic Training) will be phased out. In order for UNK to continue to produce qualified athletic training graduates beyond the 2022 year, the program must be able to award graduate degrees to its students.

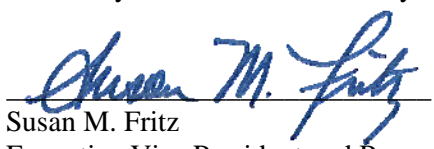
This proposal has been approved by the Council of Academic Officers; it also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: N/A (current faculty and staff resources are sufficient to support this program)

SOURCE OF FUNDS: Not applicable

SPONSORS: Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs

Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 10, 2017



# Proposal for a Master of Athletic Training Degree

## **I. Descriptive Information**

**Institution proposing the program:** The University of Nebraska at Kearney

**Name of the Program Proposed:** Athletic Training

**Degree to be Awarded:** Master of Athletic Training

**Other programs offered in this field by this institution:** Exercise Science contains related content and will share courses with this program.

**CIP Code:** 31.0101

**Administrative Units for the Program:**

College of Education (COE)

Department of Kinesiology & Sport Sciences

**Proposed Delivery Site:** University of Nebraska at Kearney

**Date Approved by Governing Board:**

**Proposed date the program will be initiated:** Fall 2018

## **Description and Purpose of Proposed Program**

### **Purpose of Proposal**

The agency that currently governs accreditation for athletic training education programs is the Commission on Accreditation of Athletic Training Education (CAATE). This agency, in cooperation with the National Athletic Trainers' Association (NATA), The Board of Certification for athletic training (BOC), and the Executive Committee for Education (ECE) formed an overall strategic alliance that serves to guide the profession of athletic training. This group has conducted an exhaustive review of the degree requirement for entry into the profession and has determined that professional degree programs in athletic training should be moved to the graduate level.

*“CAATE accredited professional athletic training programs must result in the granting of a master’s degree in Athletic Training. The program must be identified as an academic athletic training degree in institutional academic publications. The degree must appear on the official transcript similar to normal designations for other degrees at the institution.”*

The CAATE has also provided accreditation standards that require programs make the professional degree declaration at the graduate level and that, *“baccalaureate programs may not admit, enroll, or matriculate students into the athletic training program after the start of the fall*

*term 2022.*” The Athletic Training Education Program (ATEP) at the University of Nebraska at Kearney (UNK) currently exists as an accredited undergraduate degree program (BS in Athletic Training). This proposal is for creation of a Masters Degree program for the professional preparation of athletic trainers that would enable the existing program to move its structure and award the degree at the graduate level. It is important to note that persons wishing to be eligible to challenge the BOC certification examination must graduate from a CAATE accredited program. The Nebraska Department of Health and Human Services requires persons to pass the BOC examination in order to apply for a license to practice as an athletic trainer in the state. In order for UNK to continue to produce qualified athletic training graduates beyond the 2022-year, the program must be able to award the graduate degree to its students.

### **History of Athletic Training Education at UNK**

Athletic Training services as established through the Sports Medicine Branch of the Department of Intercollegiate Athletics were initiated in 1963 by Dr. L.R. Smith. The Athletic Training Education Program (ATEP) at the University of Nebraska at Kearney (UNK) has existed since its conception through formal course offerings in 1967. During the 1999-2000 academic year, an effort was made by the Department of Health, Physical Education, Recreation, and Leisure Studies to apply for national accreditation through the Commission on Accreditation of Allied Health Education Programs (CAAHEP). This decision was fueled by professional changes in academic programs in athletic training and was a requirement for students to challenge the national BOC examination in athletic training. Prior to this time the program was an internship route program. The ATEP acquired initial accreditation in 2002 and has demonstrated consistent growth and appeal since that time. It is a highly regarded and valued program within the now titled, Department of Kinesiology and Sport Sciences and College of Education. In July of 2006 the national accreditation for athletic training education programs shifted to the Commission on Accreditation of Athletic Training Education (CAATE). Recommendations from the re-accreditation review conducted in November of 2006 encouraged the program faculty to begin the process of changing the designation of the program to a Bachelor of Science in Athletic Training. In 2007, the CAATE changed the standard to require all programs be designated as a stand-alone major with Athletic Training in the title of the degree designation. The program received formal approval of the change from the NCCPE and has operated as such since that time. Currently the program is designated as a Comprehensive Major in Athletic Training (B.S.).

### **Program of Study**

The academic program in its current form as an undergraduate degree is a sound program. The program proposed in this document is a graduate professional degree program that contains content currently housed within the undergraduate degree plan but builds on that content with advanced didactic and clinical practice skills. The clinical structure differs some from the current undergraduate model largely because of the total time for delivery of the program and the maturity of the students expected to enter the program. The proposed program further expands on the scholarly aspect associated with graduate education in an attempt to advance evidence based allied medical practice.

## **The Curriculum**

The program being proposed will offer two separate avenues for matriculation through a graduate professional program in the Master of Athletic Training (MAT). Students will have the opportunity to either complete a 5-year professional program or complete a traditional post-baccalaureate 2-year graduate program. The five-year graduate (professional) degree program will allow students to enter UNK as a freshman and obtain a Bachelor of Science degree in Exercise Science with a minor in Athletic Training Foundation. The minor in Athletic Training Foundation will provide students the opportunity to acquire pre-requisite coursework that will enable them to apply for entry into the Master of Athletic Training professional program. Students may select to apply for entrance into the professional sequence at the conclusion of the 6<sup>th</sup> semester. Once accepted into the program, students can begin the professional sequence in the fall of the seventh semester allowing them to complete the undergraduate degree while beginning the professional graduate program. Upon completion of the undergraduate degree, students will then complete their professional program over the following two summers and a fall and spring term of one traditional academic year. Students applying for the traditional two-year post baccalaureate program will be required to obtain pre-requisites for application to the program. Upon acceptance into the traditional two-year model program, students will be afforded the opportunity to complete the program over the following two calendar years. Appendix A contains a list of required courses and a sequence of program delivery for the curriculum being proposed.

The current and proposed Athletic Training Education Program at the University of Nebraska at Kearney has a clearly defined position within the university and departmental framework. The program has been developed in accordance with the CAATE Standards for the accreditation of athletic training education programs. Courses include didactic and clinical instruction in subject matter areas as determined by the NATA Athletic Training Educational Competencies (5<sup>th</sup> ed.), the Board of Certification Role Delineation Study and the Institute of Medicine's Core Competencies. The program offers the student a wide variety of focused field experience settings for the practice of applying the knowledge and skills acquired. The program contains three distinct parts. They include 1) the educational core courses as they fit into the graduate and professional model, 2) the clinical or practice that stands together with the official course progression, builds on skill, knowledge and clinical decision making, 3) the continuation of clinical education through field experience and clinical practice opportunities. The clinical experience is thorough, progressive, applied, and it exists within a competency-based framework. The three aspects together are designed to compliment one another while offering a structure that ensures acquisition of knowledge, development of skills and critical thinking abilities necessary for professional practice upon graduation.

The program has a clear acceptance and matriculation criteria, which allows for a selection process for entry and maintenance of its students as they progress through the program. The department and university have demonstrated financial support as well as the ability to offer a wide variety of resources to support the program and its growth. Educational facilities and equipment reflect what is in use and comparable to that commonly found within the professional setting. There is a qualified individual, designated by job description, as the program director who provides an administrative and supervisory role for the program. There is adequate staffing

that operates in compliance with required competency based educational outcomes. Staffing & facilities currently meets academic requirements for delivery of the program as proposed.

### **The Clinical Program**

The clinical and field experiences combine with the curriculum course work to provide a full and well-rounded educational experience. The clinical and field experiences encompass structure that provides the student with exposure to all aspects of the skill and applied portion of their professional preparation.

The clinical program consists of a series of progressive course enrollments. Each of the clinical courses is reflected academically by the student subsequently enrolling in PE 885-890 Clinical I - VI. Lab courses accompany the didactic portion of each clinical level and preclude the practicum series to provide a full detail of clinical teaching opportunities.

Each clinical setting or “field setting” assignment is housed within a clinical practicum course meeting once per week (see PE 885-890 Clinical I - VI). The practicum course is designed to be the link between the didactic aspects of the program and the clinical education / field experience aspect of the program. The accompanying course time offers the student formal review and practice of competencies set forth by the program for mastery at each level of the clinical program. The student is required to master all of the competencies assigned to their level in the program, complete practicum course requirements designated for each level of the clinical, achieve a benchmark on all written and practical examinations, and have favorable marks on their field setting evaluations as part of the grade for each PE 885-890 Clinical course. Each practicum enrollment must result in a C or better before the student would be recommended for advancement to the next clinical enrollment and assignment. Students will be assigned clinical experiences within the UNK athletic department, the UNK recreational sports setting, an area high school setting, an orthopedic clinic, and a physical therapy setting. Each clinical assignment has a credit hour enrollment that is directly related to the number of hours assigned for each setting (Appendix A – sequence).

### **Plan for phasing out the current Bachelor of Science in Athletic Training program and to initiate the Master of Athletic Training program.**

A plan is in place for taking the required steps to move from the current undergraduate program to the graduate program in athletic training. The transmission from one program to another will involve two separate processes happening in relationship to one-another. The two processes for making the transition include procedures required by the university system and the UNK campus. Consideration will also have to be made to the steps required by the Commission on Accreditation of Athletic Training for completing a program “Substantive Change”.

The projected start of the MAT program, where the program would first appear in the graduate catalog, is fall 2018. The process for formally including the MAT in the catalog will be determined by the date of approval by all administrative reviews. Provided all steps are completed and approval of the program is made, the program will first be listed in the 2018/19 graduate catalog.

Upon approval of the graduate program by the UN Board of Regents and the Nebraska Coordinating Commission for Post-Secondary Education, the ATEP administrators will file a “Substantive Change” document with the CAATE for review. Once the program has submitted the Substantive Change document with the CAATE, the program would then be permitted to initiate the MAT program and would no longer be permitted to bring any new undergraduate students onto campus for the undergraduate program. Consequently, the ATEP would then be required to file a “Discontinuation of an Undergraduate Major” form for approval through the appropriate UNK academic processes. The formal process for discontinuing the program would be initiated during the 2017/18 academic year. UNK would be permitted to honor the undergraduate degree for any students accepted into the university and enrolled under an undergraduate catalog listing the program for the duration of their undergraduate program. The ATEP would not formally accept any undergraduate students into its formal clinical progression after the 2017/18 academic year. The Athletic Training Comprehensive Major would begin to phase out with the final class graduating in the spring of 2021. The first potential graduate students would consist of traditional post-baccalaureate graduate students in the 2018/19 academic year. The first potential year of enrollment for the 5-year MAT students will be 2019/20 and would consist of students who were enrolled in the undergraduate program and chose to change catalog designation for the program they wished to complete.

Progression of transition for students enrolled in the UG ATEP and the MAT.

<u>Type of Students</u>	<u>2017/18</u>	<u>2018/19</u>	<u>2019/20</u>	<u>2020/21</u>	<u>2021/22</u>
UG Level 1	X	X			
UG Level 2	X	X	X		
UG Level 3	X	X	X	X	
Traditional 2-yr Grad Level 1		X	X	X	X
Traditional 2-yr Grad Level 2			X	X	X
5-year Grad level 1			X	X	X
5-year Grad Level 2				X	X

During the time of transition, it would be expected that both graduate and undergraduate students will be matriculating through their respective programs simultaneously. Consideration has been made to address the issue of graduate and undergraduate enrollment and the impact it may have on program delivery and faculty load. Program delivery should not be negatively impacted due to the similarity in graduate and undergraduate program sequence. Facility utilization and clinical assignments will also not be negatively impacted because of dedicated instructional as well as on and off-campus clinical space availability. There will be no impact on faculty load as a result of the transition. A direct comparison of changes to faculty load is identified under the “Faculty Highlights” segment of this proposal.

It is anticipated that during the 2018/19 and 2019/20 academic years the number enrolled in the program for students who would enter the program under the traditional post-baccalaureate path, would be small (est. 5 each year). There will be an effort placed on regional marketing of the new program in an effort to attract those students. The number of students enrolled in the 5-year option during the 2019/20 year would be dependent upon the number of undergraduate students who are enrolled in the undergraduate accredited program that elect to make a catalog change to

the new graduate program. The program faculty estimate that 5 students may choose to make that change, but there is no certainty on the number who will do that. If these estimates hold true, the program would see 15 total graduate students enrolled for the 2019/20 academic year. Adding the first class of 15 students accepted into the program for the 2021 academic year would increase the total number of MAT students to 20. There would be students continuing to matriculate through the undergraduate program for the 2020/21 academic year. The 2021/22 year is estimated to double the previous years' enrollment by adding a near full incoming class of students, reaching an estimated enrollment of 30 students. Provided the program is capable of operating at an estimated full capacity by the 2022/23 academic year, 36 students will be enrolled. These enrollment estimates are what the figures identified in the Projected Revenue Table in Appendix B are based upon.

## **II. Review Criteria**

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

The University of Nebraska at Kearney is committed to be Nebraska's premier public residential institution for undergraduate education with excellent graduate education, scholarship, and public service. In keeping with the mission of the College of Education and the Department of Kinesiology and Sport Sciences, the Athletic Training Education Program is committed to the preparation of highly trained and capable athletic training professionals. The ATEP has developed a set of goals and outcomes that are consistent with the desired outcomes of the KSS Department for non-education based professional programs and the desired outcomes of the College of Education in general. It is the interest of the ATEP to stay in step with the mission of UNK and to assist in advancing that mission through providing Nebraska and the surrounding region with quality athletic training professionals.

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

#### **1. Need for the program**

As stated in the history of the program, UNK has had a long tradition of athletic training education while placing professional allied healthcare providers in the work force across Nebraska, the region and the United States. The program has maintained a placement record that has consistently demonstrated the need and opportunity for its graduates to gain employment or placement in advanced career education settings. Graduates of the UNK ATEP have traditionally been placed in one of three primary settings; 1) athletic training graduate assistantships while pursuing advanced degrees in athletic training or related areas, 2) athletic training jobs in high schools, clinics, hospital outreach or 3) placement in medical or allied medical professional schools. Since the acquisition of accreditation in 2002, the program has graduated 102 students and placed approximately 76% of them in a professional position that the degree has prepared them for within one year of graduation. Ninety percent of the May 2015 graduating class was placed before the beginning of the fall 2015 term and 75% of the 2016 graduating class had a job or was placed in a graduate assistantship before the May 2016 commencement.

While each of the three UN system institutions have an athletic training education program, it is clear that students choose to attend each of these campuses for distinctly different reasons. UNK

provides a setting and purpose that is different than UNL or UNO and students attend UNK because they are looking for a college and professional preparation experience that is different than the sister campuses. Moreover, UNK tends to serve the “outstate” population of Nebraska and the athletic training education program has done the same. An advantage for offering a program such as the one proposed would be that students who wish to pursue an athletic training education could do so at UNK by beginning their collegiate career as a freshman and matriculating into the professional graduate program upon qualification and entrance.

*Placement of athletic trainers in the public schools & rural health facilities*

Another area of interest prospective athletic training students have is becoming a teacher/athletic trainer. The KSS Department and the College of Education have developed a unique pathway for students majoring in athletic training to become teacher certified. Currently, students in the Athletic Training Education Program have access to a post-baccalaureate track to teacher certification and have had students matriculate through that program. There is a growing number of public schools, especially rural schools that do not currently have an athletic trainer on staff but would enjoy having one. Many school administrators suggest that they are unable to afford hiring an athletic trainer especially if he/she is not qualified to teach. It has been identified in several studies (Pike, et al, 2017, Schwaderer & Unruh, 2014, Hicks & Unruh, 1998) that school administrators identify a number of blocks to hiring athletic trainers. The ability for a potential athletic trainer to teach has been identified as an important factor in hiring an athletic trainer in the public schools. Clearly this could be a major factor in placing athletic trainers in rural public schools.

The Athletic Training Education Program has produced graduates that have established athletic training programs at rural Nebraska schools. Lexington, Nebraska is a prime example of the development of athletic training services at rural high schools. Working closely with the administration at Lexington Public Schools has helped them to develop a system of strength, performance enhancement, prevention strategies medical delivery that is second-to-none among schools of similar size and enrollment. Additionally, the program has placed graduates in other communities such as Albion and McCook, Nebraska. At both Albion and McCook, graduates have and are working to develop athletic training services at Boone Central and McCook high schools. The Athletic Training Education Program at the University of Nebraska at Kearney is uniquely qualified to develop professionals in this manner and looks forward to advancing this program. Additionally, graduates of the UNK ATEP have gained employment in outreach positions at rural hospitals, orthopedic clinics and physical therapy services.

While this proposal identifies an undergraduate major in Exercise Science as a model for entry into the program, a student who is working through the teacher education program as an undergraduate student could very well matriculate into the graduate athletic training program provided he/she met all of the pre-requisite coursework and qualified for admission. A list of course requirements for a Physical Education Major (grades 7-12) combined with a list of the course requirements for the Minor in Athletic Training Foundations and pre-requisites for the MAT program is included in Appendix A. The fact remains that a student could look to combine a variety of undergraduate majors with the 5-year MAT program model utilizing a Minor in Athletic Training Foundations provided all pre-requisite courses are completed and that the student qualifies for admission. An additional example of course requirements for an

undergraduate major in Biology has been provided as an example (Appendix A). Individual program sequence would need to be addressed during academic advising and on an individual basis. Finally, a student could choose to apply for the traditional 2-year post-baccalaureate MAT upon completion of any undergraduate degree program provided all pre-requisites have been completed.

## 2. Demand for the program

Over the years, the ATEP has maintained a database for recruiting that identifies all persons the faculty has presented specific program information to. During a typical academic year, the ATEP faculty presents information to 70+ students per year. This demonstrates a strong interest by prospective students in studying athletic training at UNK. The program primarily attracts students from Nebraska, Kansas, Colorado, and Wyoming. Additionally, the program is of interest to many of the Japanese students who come to UNK. The Athletic Training Education Program has enjoyed steady enrollment from the Japanese students who have taken an interest in programs in the KSS Department. The International Education office has demonstrated an interest in continuing to grow the attraction of international athletic training students to UNK. During the fall of 2004, the Program Director was invited by NCN to attend their annual company meeting in Beverly Hills, CA to speak on the preparation and enrollment of Japanese students in the Athletic Training Education Program at UNK. In 2011, the program and department administration traveled to Japan to work on establishing a sister campus with Shigakkan University in an effort to create an exchange program in athletic training and other KSS dept. programs. With the addition of a program faculty member and the acquisition of an Associate Vice Chancellor of International Studies, the program is looking to re-ignite recruitment of Japanese and other international students.

### Enrollment trends

The Athletic Training Education Program acquired initial accreditation for the undergraduate degree offering in 2002. When the program was first accredited, it was part of the Exercise Science Degree Program at UNK. The program became a stand-alone BS degree and hosted the first class of students under the catalog in 2008. From the time the program acquired initial accreditation (2002) to the fall 2015 term, the program has averaged 67.3 declared majors. From the time that the program became a stand-alone B.S. degree (2008), the program has averaged 66.8 declared majors annually.

Enrollment Year	'16	'15	'14	'13	'12	'11	'10	'09	'08	'07	'06	'05	'04	'03
Total # of AT Majors	68	61	69	68	74	64	76	63	60	64	79	78	74	64

The program provides for selective entrance requirements for students to complete the professional sequence. The program has traditionally limited the number of applicants accepted into the program. The limitation in the number of students is required due to maintaining clinical preceptor-to-student ratios. Entrance requirements coupled with students choosing other majors after enrolling at UNK creates a separate number of students actually accepted into the professional sequence. There has been an average of 32.4 students accepted into and matriculating through the program over the last five years (2011/12 yr. – 2015/16 yr.), with 32 students formally accepted into the clinical program for the 2015/16 academic year. During the same period of time, the program has produced an average of 9.2 graduates per year.



**Minimum number of students needed**

It would be important for the graduate program to maintain or even expand the enrollment the undergraduate program currently enjoys. The current undergraduate program looks to formally accept approximately 16 students from a pool of applicants into the official program didactic and clinical progression. While this number would be the target or desirable number for each class or cohort of students entering the program, the minimum number of students that the program will need to function would be 8 students per cohort of students. This number is largely influenced by institutional targets for making and/or offering of graduate courses. Eight students per cohort of students accepted into and matriculating through the program each year would result in a total number of 16 students across the fully functioning program. Should the program reach the target number of accepted students per cohort, the total number of students functioning within the program would be 32 students.

An advantage this type of program has is that recruitment can occur at the undergraduate level. It would also allow for students who enter UNK with the intentions of pursuing a particular career path but change their minds to Athletic Training to continue their program of choice and still apply for admission into the program. It is not uncommon for undergraduate students who are in a non-athletic training education program/major and who have reached upperclassman status to demonstrate a desire to enter athletic training but do not do so because changing majors would cause them to be in an undergraduate program for longer than they wish to be. The five-year graduate professional program (Bachelor degree in Exercise Science with the minor in Athletic Training Foundation) would enable a student to complete pre-requisites while in their particular area of study and then apply for entrance into the athletic training profession. This could assist in providing opportunities for persons in degree programs such as biology, chemistry, etc. to apply for the program while completing pre-requisite coursework.

**Success on the national Board of Certification (BOC) Examination**

The CAATE Standards provide that an accredited program graduates must maintain a 70% three-year aggregate first attempt pass rate. The accredited undergraduate program at UNK currently boasts a three-year aggregate first-time pass rate of 81% for 39 graduates. A cumulative measure from 2010/11 cohort to present (49 students), the program has maintained a 79% first-time pass rate with 89% of students passing the BOC examination without regard to the number of attempts. These numbers meet and exceed that for the mean of undergraduate accredited programs across the United States.

*Note - The first class under the accredited program graduated in 2003.*

**BOC Pass Rate Table for the last 6 years of graduates**

	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	3 yr aggregate
Number of students graduating from program.	11	8	9	10	10	8	29
Number of students graduating from program who took examination.	11	8	9	10	10	8	29
Number of students who passed the examination on the first attempt.	9	8	7	6	10	6	23
Percentage of students who passed the examination on the first attempt.	82	100	78	60	100	75	79
Number of students who passed the examination regardless of the number of attempts.	9	8	7	9	10	6	26
Percentage of students who passed the examination regardless of the number of attempts.	82	100	78	90	100	75	90

**State of the Profession According to the United States Department of Labor**

Review of the United States Department of Labor assessment of Athletic Training indicates a strong potential for growth across the profession. The latest (2015) U.S. Bureau of Labor Statistics projects a 21% growth in jobs for the years 2014-2024. The national mean annual income for persons employed in the profession was cited to be \$46,940 with a median income of \$44,670. Labor statistics also indicate the following settings for had the highest levels of employment of athletic trainers:

Offices of other healthcare professionals	48%
Amusement and recreation industries	27%
Colleges and Universities	16%
General medical and surgical hospitals	7%
Elementary and secondary Schools	3%

A look at state-by-state income ranges suggests that the mean annual income for athletic trainers in Nebraska lies between \$45,170 - \$47,380. The following settings provide the top salary levels earned within the U.S. across the profession:

Business, Professional	\$69,700
Elementary and secondary Schools	\$55,420
Promoters of Performing Arts, Sports	\$51,070
Management of Companies	\$50,450
Spectator Sports	\$50,130

Employment of athletic trainers tends to be more concentrated around urban or larger populated cities or towns. It should be noted however, that many athletic trainers in these areas are employed by professional clinics or hospitals with the job description to include outreach to rural high schools. Such is the case in many areas of Nebraska outside of Omaha and Lincoln.

There are many indicators that support an increase of job growth within the high school setting. Some states have provided legislation that require the employment of an allied health professional (athletic trainer) at all schools sponsoring interscholastic athletics. In other states where legislation mandates injury management protocol, especially in the case of traumatic brain injury (concussion), employment of athletic trainers is of greater interest to school administrators. Nebraska is one such state that requires specific processes for management of and return-to-play criteria for concussion in the non-adult population. Additionally, groups like the National Football League have provided financial incentive programs to help schools employ athletic trainers. Employment of athletic trainers in schools, especially in the rural setting appears to be an area that can provide a large or expanded area of employment for professional athletic trainers.

## **C. Adequacy of Resources**

### **1. Faculty and Staff Resources**

The University system, College of Education and the Department of Kinesiology and Sport Sciences have been very supportive in providing the faculty and staff for the academic program in athletic training. The current faculty and staff are sufficient for continuation of the program as a Master of Athletic Training.

The program faculty, staff and clinical preceptors include:

#### Full-time Faculty

Scott Unruh, Ed.D., ATC	Professor & Program Director – Graduate Faculty Member
Kathy English, M.S., ATC	Clinical Coordinator – Faculty Member
Kazuma Akehi, Ph.D., ATC	Assistant Professor – Graduate Faculty Member

#### Associated Faculty

Bill Murphy, M.S., ATC	Head Athletic Trainer, Clinical Preceptor
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#### Graduate Assistants

Calla Mailand, ATC	Athletic Trainer, Clinical Preceptor (ATEP)
Hailey Parker, ATC	Athletic Trainer, Clinical Preceptor (ATEP)
Grant Rohrig, ATC	Athletic Trainer, Clinical Preceptor (Athletics)
Kristyn Watts, ATC	Athletic Trainer, Clinical Preceptor (Athletics)
Michael Hlavaty, ATC	Athletic Trainer, Clinical Preceptor (Athletics)

### Adjunct Faculty

Roy Stutz, M.S., ATC	Assistant Athletic Trainer, Clinical Preceptor
Whitney Ryan, M.S., ATC	Assistant Athletic Trainer, Clinical Preceptor
Brad Rodgers, M.D.	Medical Director, Clinical Preceptor
Heber Crockett, M.D.	Orthopedic Surgeon – Graduate Faculty, Clinical Preceptor
John Wright, M.D.	Orthopedic Surgeon – Graduate Faculty, Clinical Preceptor
Nolan May, M.D.	Orthopedic Surgeon – Clinical Preceptor
Bernie Koewn, M.D.	Clinical Preceptor
Brad Bohn, M.D.	Clinical Preceptor
Bill Weed, P.T.	Clinical Preceptor
Dusty Frazier, P.T., ATC	Clinical Preceptor – Site Supervisor
Terry Nitsch, P.T.A, ATC	Clinical Preceptor – Site Supervisor
Elizabeth Muller, P.T.A, ATC	Clinical Preceptor – Site Supervisor
Jeff Kautz, DPT., ATC	Clinical Preceptor – Site Supervisor
Greg Limbach, M.S., ATC	Clinical Preceptor – Site Supervisor
Todd Goshorn, M.S. ATC	Clinical Preceptor – Site Supervisor
Amber Burson, M.S. ATC	Clinical Preceptor – Site Supervisor
Greg Dahlgren, P.T.	Clinical Preceptor – Site Supervisor
Ross Oberg, P.T., ATC	Clinical Preceptor – Site Supervisor
Adam Bretschneider, ATC	Clinical Preceptor – Site Supervisor
Scott Arens, ATC	Clinical Preceptor – Site Supervisor

### ***Faculty Highlights***

- The program was the first athletic training education program across the UN system and the first academic program on the UNK campus to acquire Graduate Faculty and adjunct clinical faculty status for Medical Physicians assisting the program.
- Kathy English (Clinical Coordinator) was the first female athletic trainer to be inducted into the Mid-America Athletic Trainers' Association & Nebraska State Athletic Trainers Hall of Fame.
- The only AT program across the UN System to have **Program of Excellence** funding which provided for the addition of a tenure track faculty member.
- Kathy English and Bill Murphy have been recipients of the George F Sullivan Athletic Trainer of the Year Award provided by Nebraska State Athletic Trainers' Association.
- Scott Unruh has served as a CAATE accreditation site visitor and has also served the CAATE on the site visit and site visit report committee.
- Scott Unruh was the first and is longest standing AT Program Director in the University of Nebraska system to obtain and maintain graduate faculty status.
- Dr. Unruh and Dr. Akehi have published in a number of current and widely accepted scholarly formats. Both regularly present at a variety of International, National, Regional and State meetings and symposia.

**Comparison in change of athletic training faculty load from the undergraduate to the graduate program. *Load will not change due to implementation of the new program.***

**Scott Unruh****Spring 2016**

PE 264 Foundations of AT	4	→
REC 477 Intern	3	→
PE 499 Senior Seminar	1	→
ATEP/Research	3	→

**New Masters and Minor Load**

PE 264 Foundations of AT (Minor)	4
PE 887/890 Clinical III/VI (off-campus)	2-4
PE 898 Graduate Seminar in AT	1
ATEP Director/Research	3

**Fall 2015**

PE 375 Rehab Techniques	4	→
PE 499 Senior Seminar	1	→
PE 360 Biomechanics	4	→
REC 477 Intern	3	→
ATEP Dir.	3	→

PE 809 Rehabilitation Techniques	4
PE 898 Graduate Seminar in AT	1
PE 360 Biomechanics	4
PE 887/890 Clinical III/VI (off-campus)	2-4
ATEP Director	3

**Summer 2015**

REC 477 Internship	3	→
PE 360 on-line	4	→

PE 887/890 Clinical III/VI (off-campus)	2-4
PE 360 on-line	4

**Spring 2015**

PE 264 Foundations of AT	4	→
REC 477 Intern	3	→
PE 499 Senior Seminar	1	→
ATEP/Research	3	→

PE 264 Foundations of AT (Minor)	4
PE 887/890 Clinical III/VI (off-campus)	2-4
PE 898 Graduate Seminar in AT	1
ATEP Director/Research	3

**Fall 2014**

PE 375 Rehab Techniques	4	→
PE 360 Biomechanics	4	→
REC 477 Intern	3	→
ATEP Director	3	→

PE 809 Rehabilitation Techniques	4
PE 360 Biomechanics	4
PE 887/890 Clinical III/VI (off-campus)	2-4
ATEP Director	3

**Kathy English****Spring 2016**

PE 174B Clinical	2	→
PE 251 Ath. Ortho Assessment II	3	→
PE 265 Emerg. Med. Response	2	→
PE 262 CPR/AED for the Pro. Res.	2	→
PE 350 Therapeutic Modalities	4	→

**New Masters and Minor Load**

PE 886 Clinical II	2
PE 406 Ath. Ortho Assessment II (minor)	3
PE 265 Emerg. Med. Response	2
PE 262 CPR/AED for the Pro. Res.	2
PE 808 Therapeutic Modalities	3

**Fall 2015**

PE 174A Clinical	2	→
PE 251 Ath. Ortho Assessment I	3	→
PE 265 Emerg. Med. Response	2	→
Clinical Coordinator	3	→

PE 885 Clinical I	2
PE 405 Ath. Ortho Assessment I (minor)	3
PE 265 Emerg. Med. Response	2
Clinical Coordinator	3

**Spring 2015**

PE 174B Clinical	2	→
PE 251 Ath. Ortho Assessment II	3	→
PE 265 Emerg. Med. Response	2	→
PE 262 CPR/AED for the Pro. Res.	2	→
PE 350 Therapeutic Modalities	4	→

PE 886 Clinical II	2
PE 406 Ath. Ortho Assessment II (minor)	3
PE 265 Emerg. Med. Response	2
PE 262 CPR/AED for the Pro. Res.	2
PE 808 Therapeutic Modalities	3

**Fall 2014**

PE 174A Clinical	2	→	PE 885 Clinical I	2
PE 251 Ath. Ortho Assessment I	3	→	PE 405 Ath. Ortho Assessment I (minor)	3
PE 265 Emerg. Med. Response	2	→	PE 265 Emerg. Med. Response	2
Clinical Coordinator	3	→	Clinical Coordinator	3

**Kazuma Akehi****Spring 2016****New Masters and Minor Load**

PE 174C Clinical	(4) 1	→	PE 888 Clinical IV	(4)1
PE 174D Clinical	(3) 1	→	PE 889 Clinical V	(3)1
PE 360 Biomechanics	4	→	PE 360 Biomechanics	4
PE 470 GM Conditions in Sport	2	→	PE 820 GM Conditions in Sport	2

**Fall 2015**

PE 174C Clinical	(4) 1	→	PE 889 Clinical IV	(4)1
PE 174D Clinical	(3) 1	→	PE 888 Clinical V	(3)1
PE 360 Biomechanics	4	→	PE 360 Biomechanics	4

**Spring 2015**

PE 174C Clinical	(4) 1	→	PE 888 Clinical IV	(4)1
PE 174D Clinical	(3) 1	→	PE 889 Clinical V	(3)1
PE 360 Biomechanics	4	→	PE 360 Biomechanics	4
PE 470 GM Conditions in Sport	2	→	PE 820 GM Conditions in Sport	2

**Fall 2014**

PE 174C Clinical	(4) 1	→	PE 888 Clinical IV	(4)1
PE 174D Clinical	(3) 1	→	PE 889 Clinical V	(3)1
PE 360 Biomechanics	4	→	PE 360 Biomechanics	4

**Will Add to Fall 2016 Load**

PE 419/819 Pathology of Sport Injury	1	→	PE 419/819 Pathology of Sport Injury	1
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The fact that there will not be a change in load for ATEP faculty as the program transitions to the graduate level is an indication of the minimal financial impact created by the change in degree designation. Analysis of courses taught by faculty and how that may impact instructional load, indicates no projected increase or change teaching load nor the need to hire additional faculty.

**2. Physical Facilities**

The UNK Athletic Training Education Program is fortunate to have a number of classrooms and other instructional space for use. The program is housed in the Athletic Training Education Lab in the Cushing Coliseum. The lab is 3,280 square foot suite that includes a newly renovated classroom/lab that provides for an outstanding instructional and practical use space. It is a combined instructional classroom and functional athletic training room, all-in-one space. The suite also contains a whirlpool room, a hydrostatic weigh room, faculty and graduate assistant offices, restrooms, a student study lounge, as well as a meeting room for students and faculty. It is a state-of-the-art setting for provision of instruction and skill practice. It also serves as an athletic training room for recreational sports clinic and for home indoor track meets.



The Health & Sports Center (HSC), and the North End Zone complex of the Ron and Carol Cope Stadium at Foster Field house athletic department medical facilities. These facilities provide real time clinical instructional space for students applying skills and knowledge within the collegiate athletic setting and under supervision of athletics professional staff. The HSC and Cushing buildings are joined and serve both the KSS and Intercollegiate Athletic Departments.



The Cushing Building also offers 4 lecture classrooms and one Anatomy / Kinesiology classroom which is equipped with a fully functional human cadaver lab. The Cushing Building also houses the Physical Activity & Wellness Lab (PAWL) and offices. Exercise Physiology lab courses and research is conducted within the PAWL area. The Health & Sports Center houses two additional classrooms, both of which has full presentation technology fixed within the classroom. The HSC also houses the 2,856 square foot Athletic Training Room and the 4,000 square foot weight room. Both the Athletic Training Room and Weight Room are available for instructional use for the ATEP.

The North End Zone Complex of Cope Stadium is a new building which houses game facilities for Foster Field. The Athletic Training Room and meeting spaces are largely used for football and soccer practice and game day activities. Students regularly use these spaces when engaged in clinical field setting practice during the week.





The Department of Kinesiology and Sports Science has a central administrative office that serves all academic programs within its department.

The ATEP Lab and Loper Athletic Training Room are both fully equipped athletic medical care facilities with state-of-the-art modality, hydro, and physiotherapy equipment. They are additionally equipped with other quality furnishings conducive with athletic medical care. The ATEP lab is designed for and the Loper Athletic Training Room is available and equipped for providing a quality educational environment.

Additional facilities that are used for instructional purposes are the Kearney High School Athletic Training Room, New West Sports Medicine Orthopedic offices, the New West Rehabilitation offices, Grand Island Physical Therapy, Grand Island Senior High School, Lexington High School, and Great Plains Regional Medical Center in North Platte, Nebraska. Students are provided internship experiences at these facilities. Each of these facilities make up the current extended learning sites and are utilized as the primary sites for each student's final year internship settings. Each of these facilities employs Certified and Licensed Athletic Trainers as well as other medical personnel.

### **3. Instructional Equipment & Informational Resources**

The program currently uses a wide variety of currently used and state-of-the-art instructional and clinical equipment that is already in place. Additionally, the various off-campus clinical sites use a variety of currently accepted clinical equipment that program students has access to use while on assignment. There is adequate equipment in place and minimal expense other than that experienced by program growth and advancement will be necessary. The program currently

enjoys a wide variety of instructional technology available for use. No additional expansion of instructional or technological equipment/services is expected.

#### **4. Library and Other Information Resources**

A wide variety of resource materials are available for students. Students have access to substantial number of professional journals and reference books through the C.T. Ryan Library located on the UNK campus. Students may obtain a variety of materials from search engines via the library web site. Students also have access to a substantial number of resources in Athletic Training Classroom and program faculties' offices. Resource materials are readily available either in the Athletic Training Room or in any of the Athletic Training Faculty offices. Also, additional categorized articles, videos, & textbooks are available to students in the Library, Program Director, & Clinical Coordinator's offices.

#### **5. Budget Projections**

The program is currently being provided for. There should be no additional costs for staffing, equipment, and capital purchases to implement this program. Any future expenses will be focused on cost of living increases for faculty positions currently being provided for. Any other future expenses may be directed at keeping facilities and equipment current with what professionals in the field are currently using and for maintaining graduate requirements within the university structure. Otherwise, staffing and overall facilities are currently in place to advance this program to a position of better compliance with industry and accreditation standards. (Appendix B)

#### **D. Avoidance of Unnecessary Duplication**

The UNK Athletic Training Education Program (ATEP) has a long and wide reaching history in training and providing quality athletic training professionals to the allied medical workforce. The UNK ATEP was the second program in the state to acquire accreditation after many years operating as an internship route program. While there have been undergraduate programs in athletic training at each of the three UN institutions, each is different in a number of ways. The Primary difference between the three programs has centered on the population served. Students choose a University and a program of study for reasons that are specific to them. We have found a number of factors that influence a students' interest in attending UNK and specifically the ATEP. First, students who attend UNK are looking for the environment UNK offers. Second, students wanting a rich hands-on and challenging experience in athletic training can find it at UNK. The UNK ATEP has acquired a good reputation as a place where students can be a part of a quality athletic training education program. We are very blessed to have tremendous sports medicine professionals in Kearney and our students are afforded the opportunity to work directly with these professionals in the collegiate, clinical and interscholastic settings. Additionally, as a result of the 'culture' that exists around athletics and specifically athletic training education at UNK, students are directly involved with medical conditions related to athletes. Students have the ability to actually take part in the management of athletic health care instead of simply observing others doing it. The Division II setting offers an intimate environment that allows students to take part in activities that some settings do not allow. Third, the structure of the program and its position within the UNK community has allowed for addressing the need for athletic training and sports medicine delivery to central and western Nebraska, Northern Kansas,

Wyoming and Northeastern Colorado. Most specifically, the UNK ATEP and its faculty are interested in and are uniquely situated to advance the issue of athletic healthcare across the state and region, to especially include rural Nebraska.

### **Graduate Programs in Athletic Training at Schools in Nebraska**

1. University of Nebraska Omaha

### **Graduate Programs in Athletic Training at Schools within the Midwestern Higher Education Compact**

2. North Dakota State University
3. South Dakota State University
4. St. Louis University
5. Adrian College (Michigan)
6. Manchester University (Indiana)
7. University of Findlay (Ohio)
8. Concordia University (Wisconsin)

### **Graduate Programs in Athletic Training at Schools in Contiguous States**

- South Dakota State University
- St. Louis University

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

The Nebraska Coordinating Commission for Post-Secondary Education has identified a number of “Major Statewide Goals” for delivery of higher education across the state. The summary of these goals includes:

- Meeting the Needs of Students
- Meeting the Needs of the State
- Meeting Needs by Building Exemplary Institutions
- Meeting Educational Needs through Partnerships and Collaboration
- Facilities Planning to Meet Educational Needs

The list provided includes a number of sub-focuses that fall within the context of these five primary goals. The NCCPE Statewide Plan further identifies delivery of programs that address the work force and health care needs of Nebraska. Specifically the plan identifies as part of its “Statewide Goals” that “higher education in Nebraska will be responsive to the workforce development and ongoing training needs of employers and industries to help sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the State.” The plan goes on to state, “Institutions with a role in health-care education identify and respond to changing health-care needs of Nebraska’s citizens, including those in underserved rural areas.” The athletic population in rural Nebraska schools is greatly underserved and with the advances in understanding athletic healthcare, it is becoming more important than ever to have qualified personnel in places that can serve all school aged persons engaged in institutional based and community based athletic participation. There are several examples of how the UNK ATEP is working to fulfill this mission:

1. The UNK ATEP is working to place graduates in jobs that better serve the state and specifically rural Nebraska. Until recently only athletes of metropolitan or urban environments in Nebraska have had the benefit of receiving quality athletic training services. Together with New West Sports Medicine and other medical professionals, the UNK ATEP is assisting in the effort to provide quality on-site medical care to athletes of rural Nebraska through graduates who have an interest in working in the public schools. Examples of placement of graduates in rural Nebraska athletic health care positions include outreach positions with New West Sports Medicine and Lexington Regional Hospital. Placement in athletic training services at area high schools includes Lexington High School and Boone Central High School. In addition to assisting in health care delivery through preparing graduates to work in rural Nebraska, faculty of the program have provided Emergency Medical Service training to rural EMS workers across central and western Nebraska. These seminars have assisted emergency personnel in the management of athletic injuries through application of current state-of-the-art emergency care skills and techniques.
2. Drs. Unruh and Akehi, working with students participating in the student research programs at UNK (Undergraduate Research Fellows & Summer Student Research Programs) have conducted a series of research projects aimed at a variety of outcomes. One series of studies has identified gaps in healthcare delivery at rural public high schools and communities. These studies have demonstrated that length of time for response from many emergency health care systems across the state has placed the medical supervision of student athletes, especially at rural Nebraska public high schools, in question. They have also demonstrated that many of the coaches in Nebraska do not routinely undergo training in emergency situations or maintain a credential that certifies their readiness to intervene especially in catastrophic injuries. This research has identified an apparent need for ensuring adequate emergency action planning on the part of high school athletic programs and optimally to provide quality allied health care at all high schools that sponsor athletic programs.

Utilizing diagnostic ultrasound, other studies have demonstrated the effects in architectural changes in tissue that result from therapeutic interventions common to the athletic and active population. These studies have resulted in refereed presentations at state, regional and national symposiums. Dr. Akehi was featured in the New Frontiers publication from the office of Graduate Studies and Research. This publication features faculty on the UNK campus that are engaged in unique and cutting-edge research within their area of expertise.

Faculty of the UNK ATEP are contributing to a wider scholarly agenda. The CCPE Statewide Plan identifies Research as part of the purpose of higher education in Nebraska. The program faculty have developed a specific research arm of the program that involves research projects that are aimed at outcomes measures associated with rehabilitation. The members of the faculty are currently engaged in numerous research projects with students and are directing other professional research that fall under this initiative. Program faculty also regularly publish original research in a variety of nationally circulated peer review journals. Each of the faculty has published numerous articles in the Journal of Athletic Training, the Journal of Strength and Conditioning Research, the Journal of Health, Physical Education, Recreation & Dance. They

have assisted undergraduate and graduate students in original research that have resulted in presentation at state, regional and national meetings. They frequently present at local, regional, and national meetings on topics related to athlete health care (professional vitas available upon request).

The Comprehensive Statewide Plan also provides that institutions of higher education in Nebraska “will work as partners to share resources and deliver programs cooperatively to enhance learning opportunities for Nebraska residents. There are a number of ways that the athletic training education program at UNK has worked to advance the statewide goal of Partnership!

### **Partnership with Business and Public Schools**

The program currently enjoys close relationships with a number of off-campus clinical sites. The program has formal agreements for students to conduct required internships/summer clinical rotation. The Site Supervisor at each of the off-campus sites is an authorized clinical preceptor for the UNK Athletic Training Education Program, Department of Kinesiology and Sports Science and several of our physicians have been named to Graduate Faculty Status.

#### Off-Campus Clinical Sites:

##### **Kearney High School**

Greg Limbach, ATC  
Kearney, NE

##### **Great Plains Regional Medical Center**

Doug Long, ATC  
North Platte, NE

##### **New West Sports Medicine**

Dr. Nolan May – UNK Team Orthopedist  
Dusty Frazier, P.T., ATC  
Terry Nitsch, ATC  
Kearney, NE

##### **Grand Island Physical Therapy**

Angie Jones, P.T., ATC  
Grand Island, NE

##### **Grand Island Senior High School**

Todd Goshorn, ATC  
Grand Island, NE

##### **Family Physical Therapy**

Greg Dahlgren, P.T  
Scott Arens, ATC  
Kearney, NE

##### **Lexington High School**

Amber Burson, M.S., ATC  
Adam Bretschneider, ATC  
Lexington, NE

##### **CHI Orthopedic Group**

John Wright, M.D.  
Kearney, NE

#### **CHI Health Good Samaritan - Kearney, NE**

#### **Collaboration within the University**

The athletic training education program currently requires courses from other departments and colleges across campus. In order to deliver competencies required for accreditation, the program relies upon instruction provided through courses from the departments of Biology, Counseling

and School Psychology, Statistics, Psychology, Sociology, as well as Family Studies and Interior Design. The faculty of these departments who teach courses required by the ATEP are updated annually of the competencies identified for these courses. Communication between instructors and the ATEP Director concerning course content and delivery is done on a continuing basis.

Probably the longest lasting and most important relationship that the ATEP has is with the UNK Department of Intercollegiate Athletics. The settings created by the athletic programs serve as the primary field setting and clinical practice environments for athletic training students. The staffs of the athletic training branch of the athletic department serve as clinical preceptors during all parts of the on-campus clinical portion of the program. This relationship has evolved over the years from the early days of dual employment of staff and faculty to the current setting of separate but mutually engaged entities within the sports medicine services at UNK. It would be very difficult to deliver the program without the relationship maintained with UNK athletics.

The athletic training education program faculty have established relationships with the UNK/UNMC Health Science Education programs. Dr. Unruh has been closely involved with the interview process of Dr. Splitberger and many of the prospective candidates for positions within the Physical Therapy Program. The Department of Kinesiology and Sports Science and ATEP have offered use of facilities and programming that might benefit the Physician Assistant, Radiography and Physical Therapy programs at the UNK Allied Health Campus. Dr. Kazuma Akehi has established an initial relationship with Dr. Kim Michael in an attempt to begin collaboration in the use of diagnostic ultrasound as part of the ATEP research agenda. In August of 2015, the senior athletic training students were invited and took part in the UNMC intercampus Inter-Professional Education seminar for all new UNMC students. Dr. Kazuma Akehi has begun a relationship with faculty of the Radiography program within the College of Allied Health on the University of Nebraska Medical School Kearney campus. He has taken on research mentorship of students within that program. He has also assisted professionals in that program by providing continuing education instruction within his area of research expertise. Dr. Akehi specializes in the use of diagnostic ultrasound research. He specifically looks at muscular and tissue architectural changes as a result of treatment and strengthening for pre and post injury patients.

Dr. Scott Unruh has collaborated with a number of different professionals across the university system on research projects, publications, and on state or regional presentations. Dr. Unruh was asked to serve on a doctoral dissertation of a doctoral candidate in the Nutrition program on the UNL campus. He has published with Dr. Jeff Rudy who is the ATEP Director at UNL. He has presented with Dr. Melanie McGrath, former Program Director at UNO, on both state and regional presentations. He also enjoys ongoing research collaborations with Dr. Srivasta Seshadri from the UNK College of Business and Technology.

Most recently the UNK ATEP has opened a clinical service setting that provides athletic training services for participants in the UNK Intramural and Recreation Sports Programs. This collaboration provides services to a population of persons on the UNK campus that have not previously been provided for. More importantly, this service collaboration provides ATEP students with additional opportunities to apply skills and knowledge within a closely guarded clinical setting.

### **Collaborations with Higher Education Institutions and Agencies External to the University**

The medical community in Kearney includes a number of outstanding sports medicine professionals. The UNK ATEP has enjoyed a close working relationship with New West Sports Medicine and Orthopedic Surgery, New West Physical Therapy and Sports Rehabilitation, Kearney Clinic, Wright Orthopedic, Family Physical Therapy, Kearney High School, Grand Island Senior High School and Lexington High School. Professionals from these institutions are uniquely involved with our students and contribute time and resources in the education of students. Additionally, collaborative efforts in research and community service are a key part of the relationship between the UNK ATEP and these agencies.

The UNK ATEP has worked with a number of Community Colleges across Nebraska in order to help facilitate transfer requirements through formal matriculation agreements. Specifically the Program Director has advised Central Community College in Columbus, Mid Plains Community College in North Platte, and Western Nebraska Community College in Scottsbluff, NE and York College on requirements for transfer students to enter the program.

Dr. Unruh has collaborated with the Institute for Collegiate Sports Medicine (ICSM) to provide colleges of varying sizes an instrument for assessing athlete satisfaction with the medical services provided by the athletic departments at their institutions. The instrument is the result of research projects Dr. Unruh has done in this area. The instrument is used as part of a larger value assessment process provided the ICSM to administrators wishing to assess needs within the athletic medical branch of their programs.

Finally, Kathy English has served on the Athletic Training Board for the Nebraska Department of Health and Human Services, while Dr. Unruh was part of the hearing that included each of the program directors and university council at the state capitol building in review of the rules and regulations of the athletic training practice act.

## **Appendix A**

### **Program Requirements and Course Sequence**

- 1. Academic and Course Requirements for Bachelor of Science Exercise Science Major with Athletic Training Foundation Minor & Master of Athletic Training (5-year)**
- 2. Course Sequence for the Bachelor of Science in Exercise Science w/ Athletic Training Foundations Minor matriculating to the 3-2 model for the Master of Athletic Training (5-year)**
- 3. Academic and Course Requirements for Master of Athletic Training (2-Year Traditional)**
- 4. Course Sequence for the Master of Athletic Training (2-Year Traditional)**
- 5. Sample of Academic Requirements for Bachelor of Arts in Physical Education 7-12 Teaching Subject Endorsement with Athletic Training Foundation Minor Master of Athletic Training**
- 6. Sample of Academic Requirements for Bachelor of Science in Biology with Athletic Training Foundation Minor Master of Science in Athletic Training or Master of Athletic Training**



**Bachelor of Science Exercise Science Major with Athletic Training Foundation Minor**  
**Master of Athletic Training**  
**Academic Requirements (5-year)**  
(Eligible to challenge BOC Examination at conclusion of sequence)

<b><u>Academic Requirement for the School and Department (48 hours)</u></b>	<b><u>Credit Hours</u></b>
<i>GS Foundational Core</i>	<i>12 hrs</i>
<i>GS Portal</i>	<i>3 hrs</i>
<i>GS Distribution</i>	<i>30 hrs</i>
<i>Capstone</i>	<i>3 hrs</i>

**Elective (16 hours)**  
**(Except courses numbered 188 or 388)**

**Academic Requirements for BS in Exercise Science (35 hours)**

PE 305 Fitness Leadership	3 hrs
PE 310 Intro to Human Physiology of Exercise	3 hrs
PE 329 Introduction to Health Promotion	3 hrs
PE 360 Intro to Anatomical Biomechanics	4 hrs
PE 422 Administration of Strength Program	2 hrs
PE 461 Physiology of Exercise	4 hrs
PE 467 Fitness Testing	3 hrs
PE 468 Public Health Aspects of Phys. Act	3 hrs
PE 475 Research Methods in Ex. Sc	3 hrs
REC 477 Internship	4 hrs
Take 3 hours from: (either or)	3 hrs
PE 469 Sport Nutrition	
PE 473 Special Topics in Exercise Nutrition	

**Academic Requirements for Minor in Athletic Training Foundation (21 hours)**

PE 264 Foundation of Athletic Training	4 hrs
PE 265 Emergency Medical Response	2 hrs
PE 401 Psychology of Sport	3 hrs
PE 405 Athletic Orthopedic Assessment I – Lower Extremities	3 hrs
PE 406 Athletic Orthopedic Assessment II – Upper Extremities	3 hrs
PE 425 Legal Aspects of Sports & Recreation	3 hrs
PE 430 Organization & Administration in Recreation, Sport, & Tourism	3 hrs

**Academic Requirement for *Master of Athletic Training* (35)**

PE 808 Therapeutic Modality for Athletic Injury	3 hrs
PE 809 Rehabilitation Techniques	4 hrs
PE 819P Pathology of Sports Injury	1 hrs
PE 820 General Medical Conditions in Sport	2 hrs
PE 850 Research Method in KSS	3 hrs
PE 898 Graduate Seminar	1 hr
PE 860P Gross Anatomy of Movement	3 hrs
CSP 804 Counseling & Mental Disorders	2 hrs
PE 885-890 Clinical I-VI	16 hrs

**Bachelor of Science Exercise Science Major with Athletic Training Foundation Minor  
Master of Athletic Training  
Academic Requirements (5-year)**

**First Semester (Fall - Freshman)**

GS Foundation (SPCH 100 Fund of Speech)	3
GS Portal	3
GS Natural Science (CHEM 160)	4
GS Wellness (FSID 110 Intro to Nutrition)	3
Elective	3
	16

**Third Semester (Fall - Sophomore)**

GS Social Science (SOC 100 Intro to Soc)	3
GS Foundation (STAT 241 Statistics)	3
GS Democracy	3
PE 305 Fitness Leadership+	3
PE 310 Intro Human Phys of Ex+	3
Elective	3
<i>or</i>	15-18

**Summer 1<sup>st</sup> or 2<sup>nd</sup> Session**

Electives	3
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**Fifth Semester (Fall - Junior)**

Capstone	3
Elective	3
PE 360 Intro to Anatomical Biomechanics+	4
PE 401 Psychology of Sport*	3
PE 461 Physiology of Exercise+	4
	17

**Summer 1<sup>st</sup> Session**

REC 477 Internship+	4
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**Seventh Semester (Fall – Combined)**

PE 405 Athletic Ortho Assessment I*	3
PE 468 Public Health Aspects of Phys. Act.+	3
PE 475 Research Methods in Ex. Sc.+	3
PE 819P Path of Sports Injury	1
PE 885 Clinical I	2
CSP 804 Counseling & Mental Disorders	2
	14

**Summer 1<sup>st</sup> Session (1<sup>st</sup> yr Masters)**

PE 887 Clinical III	2 OR 0-2
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**Fall Semester (1<sup>st</sup> yr Masters)**

PE 809 Rehab Techniques	4
PE 850 Research Method in KSS	3
PE 888 Clinical IV	4
	11

**Summer 1<sup>st</sup> Session (2<sup>nd</sup> yr Master)**

PE 890 Clinical VI	3 OR 0-3
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**Second Semester (Spring - Freshman)**

GS Foundation (ENG 102)	3
GS Natural Science (PHYS 205)	5
GS Wellness (PE 150 HWW)	3
Elective	4
PE 265 Emergency Medical Response*	2
	17

**Fourth Semester (Spring - Sophomore)**

GS Humanities	3
GS Aesth	3
GS Social Science (PSY 203)	3
GS Humanities	3
Elective	3
PE 329 Intro to Health Promotion+	3
	18

**Sixth Semester (Spring - Junior)**

PE 264 Foundation of Athletic Training*	4
PE 430 Org & Admin in Rec, Sport, & Tour*	3
PE 425 Legal Aspects of Sports & Rec*	3
PE 467 Fitness Testing+	3
PE 469 Sport Nutrition+	3
	16

***Total UG credits after the summer = 106***

**Eighth Semester (Spring - Combined)**

PE 406 Athletic Ortho Assessment II*	3
PE 422 Administration of Strength Program+	2
PE 808 Thera Modality for Athletic Injury	3
PE 886 Clinical II	2
	10

**Summer 2<sup>nd</sup> Session (1<sup>st</sup> yr Masters)**

PE 887 Clinical III	2 0-2
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**Spring Semester (1<sup>st</sup> yr Masters)**

PE 860P Gross Anatomy of Movement	3
PE 820 GM Conditions in Sport	2
PE 898 Graduate Seminar (test prep)	1
PE 889 Clinical V	3
	9

**Summer 2<sup>nd</sup> Session (2<sup>nd</sup> yr Masters)**

PE 890 Clinical VI	3 0-3
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+ indicates Exercise Science Major

\* indicates Athletic Training Minor

(May take BIO 225 & 226 in the second year as a replacement for PE310 if needed)

**Master of Athletic Training**  
**2-Year Traditional Master's Degree Academic Requirements**  
(Eligible to challenge BOC Examination at conclusion of sequence)

<u>Academic pre-requisites for admission</u>	<u>Credit Hours</u>
General Physics	4-5 hrs
General Chemistry	4 hrs
Human Anatomy and Physiology (PE 310 or BIO225/226)	3-8 hrs
Anatomical Biomechanics (PE 360 or equivalent)	4 hrs
Exercise Physiology (PE 461 or equivalent)	4 hrs
Fitness Testing (PE 467 or equivalent)	3 hrs
Sports Nutrition (PE 469 or equivalent)	3 hrs
Foundations of Athletic Training	4 hrs
Certification in Professional Rescuer CPR	

**Academic Requirement for Master of Athletic Training (41)**

PE 815P Athletic Orthopedic Assessment I – Lower Extremity	3 hrs
PE 816P Athletic Orthopedic Assessment II – Upper Extremity	3 hrs
PE 808 Therapeutic Modality for Athletic Injury	3 hrs
PE 809 Rehabilitation Techniques	4 hrs
PE 819P Pathology of Sports Injury	1 hrs
PE 860P Gross Anatomy of Movement	3 hrs
PE 820 General Medical Conditions in Sport	2 hrs
PE 885-890 Clinical I-VI	16 hrs
PE 850 Research Method in KSS	3 hrs
PE 898 Graduate Seminar	1 hr
CSP 804 Counseling & Mental Disorders	2 hrs

**Fall – 1<sup>st</sup> yr Masters**

PE 815P Athletic Orthopedic Assessment I*	3
PE 850 Research Method in KSS	3
PE 819P Path of Sports Injury*	1
PE 885 Clinical I	2
	9

**Spring – 1<sup>st</sup> yr Masters**

PE 816P Athletic Orthopedic Assessment II*	3
PE 808 Thera Modality for Athletic Injury	3
PE 886 Clinical II	2
CSP 804 Counseling & Mental Disorders	2
	10

**Summer 1 session – 1<sup>st</sup> yr Masters**

PE 887 Clinical III	2 OR
	0-2

**Summer 2 session – 1<sup>st</sup> yr Masters**

PE 887 Clinical III	2
	0-2

**Fall – 2<sup>nd</sup> yr Masters**

PE 809 Rehab Techniques	4
PE 860P Gross Anatomy of Movement	3
PE 888 Clinical IV	4
	11

**Spring – 2<sup>nd</sup> yr Masters**

PE 820 GM Conditions in Sport	2
PE 898 Graduate Seminar (test prep)	1
PE 889 Clinical V	3
	6

**Summer 1 session – 2<sup>nd</sup> yr Master**

PE 890 Clinical VI	3 OR
	0-3

**Summer 2 session – 2<sup>nd</sup> yr Masters**

PE 890 Clinical VI	3
	0-3

*(Address O & A and Legal issues in clinical)*

**SAMPLE**  
**Bachelor of Arts in Physical Education 7-12 Teaching Subject Endorsement**  
**with Athletic Training Foundation Minor**  
**Master of Athletic Training**  
**Academic Requirements**

<b><u>Academic Requirement for the School and Department (45 hours)</u></b>	<b><u>Credit Hours</u></b>
Foundational Core (Written, Math, Oral, Democracy)	12 hrs including:
ENG 102GS Academic Writing and Research	3 hrs
SPCH 100GS Fundamentals of Speech Communication	3 hrs
TE 100GS Teaching in a Democratic Society	3 hrs
Portal	3 hrs
Distribution	27 hrs including
Aesthetics minimum	3 hrs
Humanities minimum	6 hrs
Social Sciences minimum	6 hrs
including:	
FSID 151GS Human Sexual Behavior	3 hrs
PSCI 110GS Introduction to American Politics	3 hrs
Natural Sciences	7 hrs
Wellness	3 hrs
including:	
PE 150GS Healthy, Wealthy and Wise	3 hrs
Capstone	3 hrs
<b><u>Teacher Education Professional Sequence (23-25 hours)</u></b>	
TE 204 Typical/Atypical Growth and Development	4 hrs
Take one of the following options:	
TE 206 Instructional Technology and the Preservice Teacher	3 hrs
OR take:	
MUS 357 Elementary/Middle School General Music	3 hrs
MUS 468 Secondary School Music	3 hrs
TE 319 Management and Assessment in K-12/Secondary Classrooms Coreq: TE 320 or ART 371 or CDIS 311)	2 hrs
Take 1 course from (Varies by program):	
TE 306 Reading and Inclusion in K-12 Classrooms	2 hrs
TE 411 Inclusive Practices for Students with Exceptionalities in PreK-8 Classrooms	3 hrs
Take all of the following:	
TE 320 Field Experience in Secondary Classroom - (Varies by program)	0-2 hrs
TE 400 Student Teaching - (Students pursuing double field endorsements complete 17 credit hours)	12 or 17 hrs

**Academic Requirements for 7-12 PE Teaching (33 hours)**

PE 100 Principles of Physical Education	2 hrs
PE 121 Sports Skills for Physical Education	2 hrs
PE 200 Teaching Sport Skills and Non-Rhythmic Activities	3 hrs
PE 220 Teaching Aerobic and Anaerobic Activities	1 hrs
PE 265 Emergency Medical Response	2 hrs
PE 310 Introduction to Human Physiology of Exercise	3 hrs
PE 325 Motor Learning and Development	3 hrs
PE 328 Water Safety Instructor	3 hrs
PE 360 Introduction to Anatomical Biomechanics	4 hrs
PE 369 Remedial and Adaptive Physical Education	3 hrs
PE 428 Middle School and High School Physical Education Methods	3 hrs
PE 450 Curriculum and Assessment for Physical Education	3 hrs
PE 471B Field Experience in Middle School and Secondary PE	2 hrs
PE 488 Senior Seminar in Health and Physical Education	1 hrs

**Academic Requirements for Minor in Athletic Training Foundation (16 hours)**

PE 264 Foundation for Athletic Training	4 hrs
(PE 265 Emergency Medical Response - Duplicated credits with Major)	(2 hrs)
PE 405 Athletic Orthopedic Assessment I – Lower Extremities	3 hrs
PE 406 Athletic Orthopedic Assessment II – Upper Extremities	3 hrs
PE 425 Legal Aspects of Sports & Recreation	3 hrs
PE 430 Organization & Administration in Recr, Sport, & Tourism	3 hrs

**Electives/Pre-requisites for MAT (13 hours)**

FSID 110GS Introduction to Nutrition	3 hrs
PE 461 Physiology of Exercise	4 hrs
PE 467 Fitness Testing	3 hrs
PE 469 Sports Nutrition	3 hrs

**Total undergraduate courses****130 hrs****Academic Requirement for MS in Athletic Training or MAT (37 hours)**

PE 8XX Pathology of Sports Injury	1 hr
PE 8XX Athletic Orthopedic Assessment III – Trunk and Spine	2 hrs
PE 8XX Rehabilitation Techniques	4 hrs
PE 8XX General Medical Conditions in Sport	2 hrs
PE 850 Research Method in KSS	3 hrs
PE 8XX Thera Modality for Athletic Injury	3 hrs
PE 806 Graduate Seminar	1 hr
PE 860 Gross Anatomy of Movement	3 hrs
CSP 804 Counseling & Mental Disorders	2 hrs
PE 8XX Clinical I-VI	16 hrs

**SAMPLE**  
**Bachelor of Science in Biology**  
**with Athletic Training Foundation Minor**  
**Master of Science in Athletic Training or Master of Athletic Training**  
**Academic Requirements**

<b><u>Academic Requirement for the School and Department (45 hours)</u></b>	<b><u>Credit Hours</u></b>
Foundation Core	12 hours
Portal	3 hours
Distribution	27 hours
Aesthetics minimum	(3 hours)
Humanities minimum	(6 hours)
Social Sciences minimum	(6 hours)
National Sciences minimum	(11 hours including)
BIOL 105GS Biology I	(4 hours)
BIOL 106GS Biology II	(4 hours)
Analytical and Quantitative Thought minimum	(0 hours)
Wellness minimum	(0 hours)
Capstone	3 hours
<b><u>BS Science-related course requirements (8 hours)</u></b>	
CHEM 160GS General Chemistry	3 hours
CHEM 160LGS General Chemistry Laboratory	1 hour
CHEM 161 GS General Chemistry	3 hours
CHEM 161 LGS General Chemistry Laboratory	1 hour
<b><u>Academic Requirement for Major option (36 hours)</u></b>	
<i>A. Biology Option Core Requirements (19 hours required)</i>	
BIOL 201 Fundamental Tools for Biological Studies	2 hours
BIOL 290 Evolution	3 hours
BIOL 305 Bio Statistics	3 hours
BIOL 307 Ecology	3 hours
BIOL 360 Genetics	4 hours
BIOL 375 Scientific Communication	2 hours
Take 2 hours from <b>ONE</b> of the following courses:	
BIOL 420 Biology Research	1-5 hours
BIOL 421 Senior Seminar in Biology	1 hour
BIOL 482 Seminar in Molecular Biology	1 hour
<i>B. Biology Option Required Electives (9 hours required)</i>	
Take 3 hours of <b>Field</b> electives:	
BIOL 330 Wildlife Conservation	3 hours
BIOL 405 Range and Wildlife Management	3 hours
BIOL 406 Plant Ecology	3 hours
BIOL 418 Plant Taxonomy	3 hours
BIOL 435 Herpetology	3 hours
BIOL 462 Animal Behavior	3 hours
BIOL 470 Insect Biology	3 hours
BIOL 472 Ichthyology	3 hours
BIOL 473 Ornithology	3 hours
BIOL 474 Mammalogy	3 hours

Take 6 hours of **Laboratory** electives:

BIOL 211GS Human Microbiology	4 hours
BIOL 215 GS Human Physiology	4 hours
BIOL 225 Anatomy and Physiology	4 hours
BIOL 226 Anatomy and Physiology (Prereq: BIOL 225 or permission of instructor)	4 hours
BIOL 309 Cellular Biology	4 hours
BIOL 401 Principles of Immunology (Prereq: BIOL 211GS and either BIOL 309 OR CHEM 351 and CHEM351L OR permission of instructor)	4 hours
BIOL 403 Plant Physiology	3 hours
BIOL 404 Developmental Biology	3 hours
BIOL 416 Plant Diversity and Evolution	4 hours
BIOL 440 Infectious Diseases (Prereq: BIOL 211GS or permission)	4 hours
BIOL 452 Techniques in Molecular Biology (Prereq: either BIOL 309 OR CHEM 351 and CHEM 351L)	3 hours
BIOL 465 Physiology (Prereq: either BIOL 105GS or BIOL 106GS AND BIOL 309 AND CHEM 161GS and CHEM 161LGS AND organic chemistry OR permission of instructor)	3 hours

*C. Biology Option Supporting Course Requirements (8 hours required)*

Take:

MATH 103GS, Plane Trigonometry	3 hours
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Take ONE of the following option:

CHEM 250 Elementary Organic Chemistry	4 hours
CHEM 250L Elementary Organic Chemistry Laboratory	1 hour

OR take 4 courses:

CHEM 360 Organic Chemistry	4 hours
CHEM 360L Organic Chemistry Laboratory	1 hour
CHEM 361 Organic Chemistry	4 hours
CHEM 361L Organic Chemistry	1 hour

**Academic Requirements for Minor in Athletic Training Foundation (18 hours)**

PE 264 Foundation for Athletic Training	4 hours
PE 265 Emergency Medical Response	2 hours
PE 405 Athletic Orthopedic Assessment I – Lower Extremities	3 hours
PE 406 Athletic Orthopedic Assessment II – Lower Extremities	3 hours
PE 425 Legal Aspects of Sports & Recreation	3 hours
PE 430 Organization & Administration in Rec, Sport, & Tourism	3 hours

**Electives (1 hour)**

**Pre-requisites for MAT (16 hours)**

PE 360 Introduction to Anatomical Biomechanics	4 hours
PE 422 Administration of Strength Program	2 hours
PE 461 Physiology of Exercise	4 hours
PE 467 Fitness Testing	3 hours
PE 469 Sports Nutrition	3 hours

**Total undergraduate courses**

**120 hours**

## **Appendix B**

**Table 1 - Projected Expenses Table – New Instructional Program**

**Table 2 - Revenue Sources for Projected Expenses – New Instructional Program**



March 22, 2017

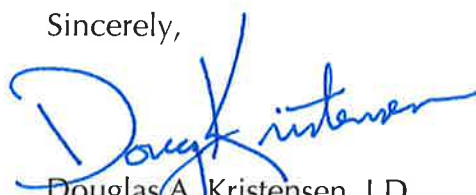
Dr. Hank M. Bounds, President  
University of Nebraska  
3835 Holdrege Street – Varner Hall  
Lincoln, NE 68583

Dear President Bounds:

I am writing this letter in support of a Master's of Athletic Training proposal which has been developed and submitted by UNK's Department of Kinesiology and Sport Sciences in the College of Education. The proposal takes the Athletic Training program from the baccalaureate level to the master's level as will soon be required by the Commission on Accreditation of Athletic Training Education (CAATE). The accredited bachelor's degree option will be discontinued by Fall 2022. This and continued service to rural Nebraska are the primary motivations for the degree. I concur with the recommendations of the Senior Vice Chancellor for Academic and Student Affairs, the College Dean and Department Chair, the Graduate Council, and the Academic Affairs Committee that this proposal be approved. I request your approval as well.

Thank you for your consideration.

Sincerely,



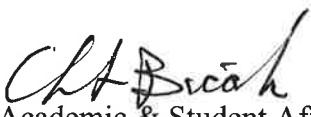
Douglas A. Kristensen, J.D.  
Chancellor

bjm

c: Dr. Susan Fritz, Provost

DATE: February 15, 2017

TO: Susan Fritz  
Executive Vice President & Provost  
University of Nebraska

FROM: Charles J. Bicak   
Senior Vice Chancellor for Academic & Student Affairs  
University of Nebraska at Kearney

RE: Proposal for a Master's degree in Athletic Training

The Department of Kinesiology and Sport Sciences in the College of Education is proposing a new graduate program; a Master's of Athletic Training. The proposal has the support of Dean Sheryl Feinstein, Department Chair Nita Unruh, the Graduate Council and the UNK Academic Affairs Committee. I also strongly support this proposal as it fits well with the UNK mission and goals and our strategic plan to develop appropriate graduate programs that build on strong undergraduate programs.

With your approval, I request the proposal next be reviewed by the Chief Academic Officers.

If you should have questions please let either Kenya or me know. Thank you.

CJB/tlp

Cc: Kenya Taylor, Associate Vice Chancellor for Academic Affairs and Dean of Graduate Studies and Research

February 7, 2017

Dr. Charles Bicak  
Senior Vice Chancellor for Academic & Student Affairs  
1000 Founders  
University of Nebraska at Kearney


Dear Dr. Bicak,

I am writing in support the proposed Master's degree in Athletic Training proposed by the Department of Kinesiology and Sport Science (KSS).

The proposed program has been approved at the department level, the college level, and has been approved by the UNK Graduate Council. We are ready to pursue approval through the UN system process at this time.

Your consideration of this request is appreciated.

Sincerely,



Kenya S. Taylor  
Associate Vice Chancellor for Academic & Student Affairs &  
Dean for Graduate Studies and Research

February 2, 2017

Dr. Kenya Taylor  
Dean, Graduate School  
Founders Hall, 1100  
University of Nebraska at Kearney

Dear Dr. Taylor,

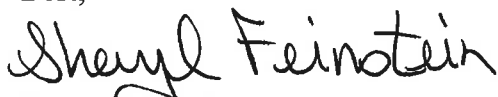
It is my pleasure to support the Kinesiology and Sport Science (KSS) Department for the proposed Master's in Athletic Training Degree. This program enhances the offerings in our KSS Department by serving to prepare Athletic Trainers, where a 21% increase need in the workforce is projected in the next 7 years, while also drawing students into related fields. It acts as a viable recruitment tool for UNK.

Faculty in the KSS Department studied and then voted affirmatively for the proposed Master's program to be considered by the KSS Graduate Faculty. Members of the Graduate Faculty spent a great deal of time offering feedback and reviewing the proposal. After careful deliberation they voted to support the Master's in Athletic Training Degree.

Particularly compelling is that in order to remain compliant with CAATE accreditation and their requirements for athletic trainers, a Master's degree in Athletic Training is required by Fall 2022. This proposal positions us to stay current and viable in the field, without this our undergraduate Athletic Training program is in jeopardy.

Your consideration of the request is appreciated. If you have questions or concerns please feel free to contact me.

Best,



Sheryl Feinstein  
Dean, College of Education  
University of Nebraska at Kearney

February 2, 2017

COLLEGE OF EDUCATION  
Department of Kinesiology and Sport Sciences

Dr. Sheryl Feinstein  
Dean, COE  
College of Education  
University of Nebraska at Kearney

Dear Dr. Feinstein,

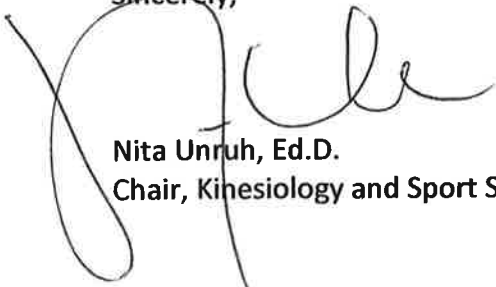
The purpose of this letter is to convey the Kinesiology and Sport Science Department support for the proposed Master's in Athletic Training Degree.

The request to pursue the degree was initiated by the CAATE accreditation standard requiring students to have a Master's degree in Athletic Training to sit for the National Certification Exam to practice as athletic trainers. The department feels poised to move forward with this degree as we already have the faculty and facilities in place and this should not cost the University any additional dollars to support this degree. The graduate faculty and all other faculty members of the Kinesiology and Sport Sciences Department spent a good amount of time preparing and reviewing the documents and fully support the program as well.

As the department chair I also support the request to pursue the opportunity to offer a Master's in Athletic Training to meet the new accreditation standards.

Thank you for your careful consideration of this request.

Sincerely,



Nita Unruh, Ed.D.  
Chair, Kinesiology and Sport Sciences Dept.

cc: Scott Unruh

/nau

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Master of Athletic Training at UNK**

	(FY2018) Year 1		(FY2019) Year 2		(FY2020) Year 3		(FY2021) Year 4		(FY2022) Year 5		<b>Total Cost</b>
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
<b>Personnel</b>											
Faculty <sup>1</sup>											\$0
Professional											\$0
Graduate assistants											\$0
Support staff											\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
<b>Operating</b>											
General Operating											\$0
Equipment											\$0
New or renovated space											\$0
Library/Information Resources											\$0
Other		\$0		\$0		\$0		\$0		\$0	\$0
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
<b>Total Expenses</b>		\$0		\$0		\$0		\$0		\$0	<b>\$0</b>

<sup>1</sup> Current faculty and staff resources are sufficient to support this program.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM**  
**Master of Athletic Training at UNK**

	(FY2018) Year 1	(FY2019) Year 2	(FY2020) Year 3	(FY2021) Year 4	(FY2022) Year 5	<b>Total</b>
	Reallocation of Existing Funds					
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees <sup>1</sup>	\$24,466	\$73,399	\$97,865	\$146,798	\$176,157	\$518,685
Other Funding						
1						
2						
3						
<b>Total Revenue <sup>2</sup></b>	<b>\$24,466</b>	<b>\$73,399</b>	<b>\$97,865</b>	<b>\$146,798</b>	<b>\$176,157</b>	<b>\$518,685</b>

<sup>1</sup> Tuition and fees are based upon current rates and an average of 21 student credit hours (9 SCH/semester for 2 semesters and 3 SCH/summer). Enrollment estimates are: 2018=5 students, 2019=15 students, 2020=20 students, 2021=30 students, 2022= 36 students. Graduate resident tuition for 2016-17 is \$225.75.

<sup>2</sup> Total revenue represents a balance that does not include undergraduate FTE generation by program faculty. Also, the total revenue figure does not take into consideration students whose tuition may be provided by one of two university-sponsored graduate assistantships.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Elimination of the Bachelor of Arts (BA) and Bachelor of Science (BS) degrees in Great Plains Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approval is requested to eliminate the BA and BS degrees in Great Plains Studies in the College of Arts and Sciences at UNL

PREVIOUS ACTION: April 13, 1984 – The Board approved the addition of a new major in Great Plains Studies in the College of Arts and Sciences at UNL

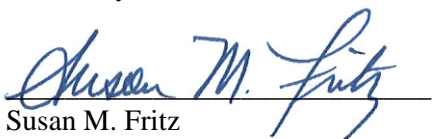
EXPLANATION: The Advisory Committee for the Center for Great Plains Studies recommends removal of the major based on the Nebraska Coordinating Commission for Postsecondary Education’s guidelines for number of majors and the recommendation received during its Spring 2016 Academic Program Review. No new students will be admitted to the program; the three currently-enrolled students in this interdisciplinary major will be able to complete their degrees.

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

PROGRAM SAVINGS: There are no anticipated savings associated with this change.

SPONSORS: Donde Plowman  
Senior Vice Chancellor for Academic Affairs  
University of Nebraska-Lincoln

Ronnie Green, Chancellor  
University of Nebraska-Lincoln

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 10, 2017

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Establishment of the Nebraska Food for Health Center (NFHC) which will report to the Department of Food Science and Technology within the Institute of Agriculture and Natural Resources (IANR) at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to establish the Nebraska Food for Health Center at UNL

PREVIOUS ACTION: None

EXPLANATION: The Food for Health Center at the University of Nebraska will build upon a well-established research cluster at UNL that is internationally-recognized for fundamental discoveries of the microbiome ecosystem, the powerful broader base of agricultural and basic-science expertise inherent in the land-grant mission of UNL. In addition, the Center will leverage the unique translational animal models at UNL and UNO, the biomedical mission of UNMC, and biology/kinesiology expertise at UNK to create a transdisciplinary platform for holistic studies of the linkage between food and health.

The goals of the Center are:

- 1) Create a multi-campus, interdisciplinary research team uniting gastrointestinal and biomedical research with production agriculture and plant/animal breeding/genetics.
- 2) Establish a comprehensive research platform focused on developing:
  - Food crops bred for proven health promotion and agronomic traits;
  - Foods with predictable, clinically-proven effects on the microbiome and host metabolic and inflammatory characteristics; and
  - Prebiotics, Probiotics and Synbiotics with predictable, clinically-proven effects on gastrointestinal characteristics and/or metabolic and inflammatory characteristics.
- 3) Train a new generation of interdisciplinary microbiome-related experts for careers as researchers, food and health industry leaders, and food innovation entrepreneurs.

While the components necessary for comprehensive studies of the connection of food production and food to human health exist across the University of Nebraska system, the Center is needed to facilitate and formalize the inter-departmental, college, and institutional, transdisciplinary teams required to achieve the research and educational goals. The NFHC also will interface with the private sector to ensure the delivery of impacts on human health and economic development.



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

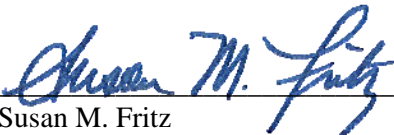
PROGRAM COST: \$2,155,000 over five years

SOURCE OF FUNDS: Allocated F&A and existing federal/state resources from the Agricultural Research Division. Additional program growth will be dependent upon philanthropic and grant support.

SPONSORS: Michael J. Boehm  
Vice President, Agriculture and Natural Resources, University of Nebraska  
Harlan Vice Chancellor, Institute of Agriculture and Natural Resources,  
University of Nebraska-Lincoln

Ronnie Green, Chancellor  
University of Nebraska-Lincoln

RECOMMENDED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 10, 2017

## **DESCRIPTIVE INFORMATION:**

### **Institution(s) proposing the center:**

- University of Nebraska-Lincoln (UNL) - Institute of Agriculture and Natural Resources

### **The name of the programs involved:**

The Nebraska Food for Health Center will provide a collaborative platform for faculty members from a uniquely diverse range of Institutions, colleges and departments to achieve holistic studies of the linkages of food to human health:

- Institute of Agriculture and Natural Resources (UNL)
  - Department of Food Science and Technology
  - Department of Agronomy and Horticulture
  - Department of Biochemistry
  - Department of Animal Science
  - Department of Statistics
- College of Arts and Sciences (UNL)
  - School of Biological Sciences
- University of Nebraska Medical Center (UNMC)
  - Munroe Meyer Institute
  - College of Public Health
  - College of Medicine, particularly the following departments:
    - Genetics, Cell Biology and Anatomy
    - Internal Medicine
    - Pathology and Microbiology
    - Pediatrics
    - Pharmacology and Experimental Neuroscience
    - Surgery
  - College of Allied Health Professionals
  - College of Nursing
  - College of Pharmacy
  - College of Dentistry
- College of Arts and Sciences (UNO)
  - Department of Psychology
- College of Natural and Social Sciences (UNK)
  - Department of Biology
- College of Education (UNK)
  - Department of Kinesiology and Sports Sciences

### **Other programs offered in this field by this institution:**

There are no other programs at the University of Nebraska or in the State of Nebraska with a comprehensive focus on the linkage of agricultural food production to human health and the role of the microbiome. A program at the University of California-Davis focuses on the importance of milk to human health and the role of the microbiome.

### **Administrative unit for the center:**

- UNL Institute of Agriculture and Natural Resources (IANR)
  - Within IANR, the Department of Food Science and Technology will serve as the reporting unit and base for future program reviews.

### **Physical location, if applicable:**

- Food Innovation Center at Nebraska Innovation Campus

## **Date of Governing Board Approval:**

**Proposed Implementation Date:** Upon CCPE approval

### **1. Purpose and Context for the Center**

An extremely valuable opportunity exists at the University of Nebraska to build upon a well-established research cluster at UNL (the Gut Function Initiative) that is internationally-recognized for fundamental discoveries of the gut ecosystem, the powerful broader base of agricultural and basic-science expertise inherent in the land-grant mission of UNL, unique translational animal models at UNL and UNO, and the biomedical mission of UNMC, to create a transdisciplinary platform for holistic studies of the linkage between food and health.

The Nebraska Food for Health Center (NFHC) represents an unparalleled fusion of these diverse components towards a singular vision: “to change the way we think about how agriculture improves health”. The goals of the Center are:

1. Create a multi-campus, interdisciplinary research team uniting gastrointestinal and biomedical research with production agriculture and plant/animal breeding/genetics.
2. Establish a comprehensive research platform focused on developing:
  - Food crops bred for proven health promotion and agronomic traits,
  - Foods with predictable, clinically-proven effects on the microbiome and host metabolic and inflammatory characteristics, and
  - Prebiotics, Probiotics and Synbiotics with predictable, clinically proven effects on gastrointestinal characteristics and/or metabolic and inflammatory characteristics.
3. Train a new generation of interdisciplinary microbiome-related experts for careers as researchers, food and health industry leaders, and food innovation entrepreneurs.

### **2. Need and Demand for the Center**

While the components necessary for comprehensive studies of the connection of food production and food to human health exist across the University of Nebraska System, the Center is needed to facilitate and formalize the inter-departmental, -college, and –institutional, transdisciplinary teams required to achieved the stated research and educational goals. The NFHC will also provide the interface with the private-sector needed to ensure the delivery of impacts on human health and economic development.

### **3. Adequacy of Resources**

The NFHC will be established and operated through year 5 with existing faculty capacity, and largely with infrastructure and resources already in place. This is possible because of recent Program of Excellence funding for key faculty positions related to the research mission, and recent funding from the Nebraska Research Initiative for essential equipment in this area. Existing infrastructure at Nebraska Innovation Campus (e.g., high-throughput plant imaging facilities in the Greenhouse Innovation Center; laboratory, food processing and human clinical trial space in the Food Innovation Center) will also provide essential support.

In addition, the Faculty Team has also been successful in leveraging this existing institutional support to receive approximately \$5M in funding from the Jeff and Tricia Raikes Foundation and Bill and Melinda Gates Foundation for support of the first 5 years. This

Foundation funding and additional institutional support from the Agricultural Research Division in IANR for seed grants and key administrative support is outlined in the attached budget sheet.

#### **4. Organizational Structure and Administration**

The broad representation of faculty from across the UNL and the NU System requires a Director with a deep understanding of the goals and opportunities for the Center, and an administrative structure that is similarly representative:

##### **ACTING DIRECTOR**

**Andrew Benson, Ph.D.** (UNL) — Dr. Benson is a founding member of the UNL Gut Function Initiative and has led efforts to conceive of the novel research platform and assemble the core research team.

##### **NFHC ADMINISTRATIVE AND REPORTING STRUCTURE**

The Director role will report to the UNL Chancellor, and the Director will also be supported and evaluated by a senior administrative management team consisting of the UNL Vice Chancellor for Research (VCR) and the Dean of the Agricultural Research Division (ARD). An administrative advisory team that includes the UNL VCR, the Dean of ARD, as well as the VCR at UNMC, Associate Vice Chancellor for Research and Creative Activity at UNO, Dean for Graduate Studies and Research at UNK, and the relevant UNL Deans (Arts and Sciences, College of Agricultural Sciences and Natural Resources) will engage with the Director and NFHC through meetings held at least annually.

#### **5. Partnerships with Business**

Several of the founding members of the NFHC have a strong existing network of relationships with companies in the food, nutritional product, and biopharma spaces. Location within the Nebraska Innovation Campus also provides the Center with existing companies around which to develop partnerships, and a rich environment for the emergence of new startup companies from the technology generated.

The discoveries validated through the NFHC platform are also expected to inform crop breeding programs aimed at high-value products for Nebraska, thereby presenting new partnership opportunities with the farmers of the state.

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

NFHC researchers individually have developed powerful collaborations for discovery and translation in the complex gut ecosystem, and the discoveries emanating from these collaborations are a major reason for the success and international recognition of the UNL Gut Function Initiative. The primary NFHC faculty have existing collaborations exist with researchers at the University of North Carolina-Chapel Hill, New York University School of Medicine, University of Minnesota, University of California-Davis, Rush University Medical Center, Purdue University, University of Alberta, University College Cork (Ireland), University of Parma (Italy), Universite Catholique de Louvain (Belgium). Importantly, the existing, well- established collaborations between NFHC researchers and members of the University of California-Davis Food for Health Institute, the University College Cork Alimentary Pharmabiotic Center and the Purdue University Whistler Center for Carbohydrate Research provide a strong base for large-scale research involving multi-site human clinical studies.

#### **7. Constituencies to be Served**

The ultimate goal of the Center is to improve the health of the citizens of Nebraska and beyond. In achieving this goal, the Center will provide unique and valuable educational experiences to our undergraduate and graduate students, and help to meet future workforce needs. The

validated discoveries of the Center are also expected to serve the farmers of Nebraska and beyond by informing crop breeding programs aimed at the production of high-value food ingredients. The highly specialized expertise within the Center is also anticipated to serve as a magnet to attract companies interested in development of novel ingredients that promote health in humans and health and production traits in food animals.

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

The Nebraska Food for Health Center is expected to fully develop and connect the interdisciplinary infrastructure and technical elements across campuses to establish a discovery- translational platform (Molecule Discovery and Translation Platform) that will deliver not only scientific discoveries, but also valuable impacts on education, workforce development, agricultural production and human health. The following are specific outcomes are anticipated by year 4:

#### **INFRASTRUCTURE OUTCOMES**

- Screening of plant genetic/phenotypic diversity will be operating at full- capacity. Multiple candidate pathways/molecules will have been identified from resource populations of maize, soybean, rice, and sorghum
- Validation screening from animal models and healthy human populations will be operating at capacity.
- Development of the Nebraska Food for Health Cohort (FoodHeCo) will be at 75 percent completion, clinical infrastructure at NIC will be fully engaged, and estimates of responder/non-responder distributions will be available for at least three dietary modulators.
- Computational infrastructure will be fully operational to support high- capacity microbiome studies at each scale.
- The GFI-UNMC interface will be a hub for systematic identification of translation into disease populations, and the collaboration will have enabled phenotyping of the gut microbiome to be a routinely available service for patients enrolled in studies and researchers at UNMC

#### **TRANSLATION OUTCOMES**

- Exploratory studies will be complete for a portfolio of Mendelian and complex diseases as models for dietary modulation therapy, and one or more will have been selected for early-phase screens of dietary modulation benefits.
- Exploratory work to define possible outcomes for diet-gut-brain axis in non- human primate models (e g behavioral, cognitive, social, etc.) will be complete.

#### **EDUCATION OUTCOMES**

- Four cohorts of NFHC-supported students will have been recruited through the Complex Biosystems program at UNL. NFHC will also explore development of a new specialization within the Complex Biosystems program. While the program offers existing specializations that are relevant to the NFHC mission (host-microbe interactions), an additional “Food for Health” specialization may be warranted to accommodate students working at different disciplinary interfaces.

#### **OUTREACH OUTCOMES**

- Targeted outreach activities will have been implemented for regional and national-level goals. At the local and regional levels, outreach activities to educate various sectors of the public about the NFHC will be developed and used for targeted recruiting of subjects for the FoodHeCo.
- At the national and international levels, at least two major conferences will have been hosted by NFHC at the Nebraska Innovation Campus (NIC) conference center. The goal of these conferences will be to foster the development of connections and partnerships to continue expanding the NFHC efforts.
- In anticipation of global endeavors and impacts, connections will be developed or are developing with partners in three different geographic locations (Indonesia, Africa, and India) for studies to address stunting in early childhood development.

## **9. Centrality to Role and Mission of the Institution**

The Institute of Agriculture and Natural Resources at UNL is committed to solving problems and creating opportunities for all Nebraskans in the areas of food, fuel, people and landscapes. The vision and goals of the NFHC are central to this mission in that the critical connection of food produced through the agriculture of Nebraska and the health of the people of Nebraska will be studied at a very basic level, with targeted translational outcomes that result in healthy people and healthy communities.

The Nebraska Food for Health Center (NFHC) also builds on the NU System Food for Health Collaboration Initiative, a comprehensive effort to further enhance Nebraska's research capacity to address critical societal and human health issues related to food.

## **10. Potential for the Program to Contribute to Society and Economic Development**

The primary mission of the NFHC is to improve human health through nutritional food products, thereby contributing social benefits locally, nationally and globally. The validated discoveries produced from the NFHC are also expected to inform crop breeding programs and open new opportunities and value for farmers in Nebraska and beyond. NFHC discoveries will also create opportunities for recruiting nutritional and biopharma companies and start-up companies to NIC for translating discoveries into novel food ingredients and food products.

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

The NFHC mission is highly congruent with the major goals of the Nebraska Comprehensive Statewide Plan for Postsecondary Education. Specific ways in which NFHC will help meet the stated "Needs of the State" (chapter 3):

- A. Workforce development—a core component of the NFHC mission is to develop the next-generation workforce, trained in trans-disciplinary sciences (genomics, metagenomics, bioinformatics, microbiomics, etc.) in the context of agricultural production and health. This workforce will enter multiple sectors important to the state of Nebraska, including food and agricultural production, public health, medicine.
- B. Health and prosperity of the people of Nebraska—at the center of the NFHC mission is to improve the health of the population of Nebraska and beyond. The types of diseases that will be targeted for prevention and intervention by NFHC research (e.g. obesity, diabetes, inflammatory bowel diseases) are growing at epidemic proportions in Nebraska and across the nation. In addition to research and translational activities, NFHC will also engage UNL extension education programs to help educate the state's population about the relationships between diet, the gut ecosystem, and disease predisposition/prevention.
- C. Preparing students for productive, fulfilling lives—in addition to workforce development, the comprehensive research-translation platform of NFHC will also provide many opportunities for students to engage in commercialization opportunities, including development of start-up companies.
- D. Assess and respond to evolving needs of students—although the NFHC approach to science is necessarily trans-disciplinary, training and teaching of NFHC students is superimposed onto an educational system that is traditionally discipline-oriented. Thus, NFHC itself is one type of response to evolving education needs, specifically the need for interdisciplinary training. Because NFHC interfaces with so many disciplines, there is tremendous opportunity to engage students from multiple programs. NFHC training at these interfaces requires the use of unique strategies that are fine-tuned for students with different types of training backgrounds (e.g. quantitative sciences versus biological sciences).

For additional information, please contact:

Archie Clutter, Dean and Director  
Agricultural Research Division  
[aclutter2@unl.edu](mailto:aclutter2@unl.edu)  
402-472-7084

March 6, 2017

Hank M. Bounds, President  
University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68588


Dear President Bounds,

I am forwarding to you materials relating to a proposal to formally establish the Nebraska Food for Health Center. The Center will report to the Department of Food Science and Technology within the Institute of Agriculture and Natural Resources, and will be physically located at the Food Innovation Center at Nebraska Innovation Campus.

The proposed Center will provide a collaborative platform to facilitate and formalize the inter-departmental, inter-college, and inter-institutional teams formed to study the linkages of food to human health. No other programs within the State of Nebraska focus on the link between agricultural food production, human health and the role of the microbiome.

This proposal has the approval of our Academic Planning Committee and it has my approval. I am requesting you approve it as well.

Sincerely,



Ronnie D. Green, Ph.D.  
Chancellor

- c: William Wagner, Chair of the Academic Planning Committee
- Donde Plowman, Executive Vice Chancellor and Chief Academic Officer
- Michael Boehm, Vice Chancellor, Institute of Agriculture & Natural Resources
- Ron Yoder, Associate Vice Chancellor, Institute of Agriculture & Natural Resources
- Archie Clutter, Dean, Agricultural Research Division
- William Nunez, Associate to the Chancellor
- Judy Joy, Assistant Director, Institutional Research
- Tami Strickman, Assistant to the Chancellor, Office of Institutional Equity and Compliance
- Bruce Currin, Assistant Vice Chancellor, Human Resources
- Karen Griffin, APC File



March 2, 2017

Chancellor Green  
201 Canfield Administration  
City Campus (0419)

Dear Chancellor Green:

The Academic Planning Committee (APC) considered a proposal to approve the proposal to establish the Nebraska Food for Health Center at the University of Nebraska-Lincoln.

The APC voted to recommend approval for the establishment of the Center and I am forwarding the proposal for your consideration. Prior to submission to the Academic Planning Committee, Vice Chancellor Boehm approved the proposal as did Dean Clutter, Agricultural Research Division.

Sincerely,



William Wagner,  
Associate Professor, School of Biological Sciences and Chair, Academic  
Planning Committee

c: Michael Boehm, Vice Chancellor of IANR  
Donde Plowman, Executive Vice Chancellor and Chief Academic Officer  
Archie Clutter, Dean, Agricultural Research Division, IANR  
Ron Yoder, Associate Vice Chancellor, IANR  
William J. Nunez, Associate to the Chancellor; APC Secretary  
Judy Joy, Assistant Director, Institutional Research, Analytics and Decision Support  
Tami Strickman, Assistant to the Chancellor, Office of Institutional Equity and Compliance  
Bruce Currin, Assistant Vice Chancellor, Human Resources  
APC File Copy

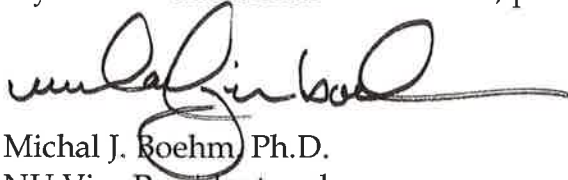
February 6, 2017

TO: Dr. William Wagner  
Chair, UNL Academic Planning Committee

SUBJECT: Nebraska Food for Health Center

I approve the attached proposal to establish the Nebraska Food for Health Center at the University of Nebraska-Lincoln endorsed by Archie Clutter, Dean, Agricultural Research Division.

If you need additional information, please contact Archie Clutter.



Michal J. Boehm Ph.D.  
NU Vice President and  
IANR Harlan Vice Chancellor

Attachment

c: Associate Vice Chancellor Ron Yoder  
Dean Archie Clutter

January 30, 2017

To: Michael Boehn, Vice Chancellor, Institute of Agriculture and Natural Resources  
From: Archie Clutter, Dean, Agricultural Research Division  
Subject: Nebraska Food for Health Center Proposal

I am writing in strong support for formal establishment of the Nebraska Food for Health Center (NFHC), an opportunity to build upon a long-standing research cluster at UNL (the Gut Function Initiative) that is internationally-recognized for fundamental discoveries of the gut ecosystem, the powerful broader base of agricultural and basic-science expertise inherent in the land-grant mission of UNL, unique translational animal models at UNL and UNO, and the biomedical mission of UNMC, to create a transdisciplinary platform for holistic studies of the linkage between food and health. While the components necessary for comprehensive studies of the connection of food production and food to human health exist across the University of Nebraska System, the Center is needed to facilitate and formalize the inter-departmental, -college, and -institutional, transdisciplinary teams required to achieved the greatest research and educational impacts. The NFHC will also provide the interface with the private-sector needed to ensure the delivery of impacts on human health and economic development.

The NFHC will be established and operated through year 5 with existing faculty capacity, and largely with infrastructure and resources already in place. This is possible because of recent Program of Excellence funding for key faculty positions related to the research mission, and recent funding from the Nebraska Research Initiative for essential equipment in this area. Infrastructure at Nebraska Innovation Campus (the Greenhouse Innovation Center; the Food Innovation Center) is also already available and provides essential support for the planned work. In addition, the Faculty Team that developed the vision for the Center has been successful in leveraging this existing institutional support to receive approximately \$5M in funding from the Jeff and Tricia Raikes Foundation and Bill and Melinda Gates Foundation for support of the first 5 years.

There are no other programs at the University of Nebraska or in the State of Nebraska with a comprehensive focus on the linkage of agricultural food production to human health and the role of the microbiome.

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Nebraska Food for Health Center**

	2017 Year 1	2018 Year 2	2019 Year 3	2020 Year 4	2021 Year 5	Total
<b>Personnel</b>						
Faculty <sup>1</sup>	\$0					\$0
Professional Support Staff <sup>2</sup>	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Technical Support Staff	\$220,000	\$220,000	\$220,000	\$220,000	\$220,000	\$1,100,000
Subtotal	\$320,000	\$320,000	\$320,000	\$320,000	\$320,000	\$1,600,000
<b>Operating</b>						
General Operating	\$227,500	\$227,500	\$227,500	\$227,500	\$227,500	\$1,137,500
Equipment/Robotics <sup>3</sup>	\$2,000,000	\$1,743,000				\$3,743,000
New or renovated space	\$100,000					\$100,000
Seed Grants		\$200,000	\$200,000			\$400,000
Graduate Fellowships	\$106,250	\$168,750				\$275,000
Subtotal	\$2,433,750	\$2,339,250	\$427,500	\$227,500	\$227,500	\$5,655,500
<b>Total Expenses</b>	<b>\$2,753,750</b>	<b>\$2,659,250</b>	<b>\$747,500</b>	<b>\$547,500</b>	<b>\$547,500</b>	<b>\$7,255,500</b>

<sup>1</sup> Faculty capacity necessary for the foundation of the Nebraska Food for Health Center and related research plan is already in place, due in particular to a University of Nebraska Program of Excellence (POE) awarded in 2015 which provides salary support for five faculty positions at UNL, two faculty positions at UNMC, and one joint UNL/UNMC faculty position.

<sup>2</sup> Administrative Support Professional with expertise in Project/Financial Management and Communications.

<sup>3</sup> Much of the extensive equipment capacity needed for establishment of the Center is already in place thanks to grants in 2015 from the Nebraska Research Initiative at the University of Nebraska. Expenditures shown here are essential needs that remain.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Nebraska Food for Health Center**

	2017 Year 1	2018 Year 2	2019 Year 3	2020 Year 4	2021 Year 5	Total
<b>Allocation of Existing Funds</b>						
Agricultural Research Division	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
<b>Required New Public Funds</b>						
1. State Funds	\$0	\$0	\$0	\$0	\$0	\$0
2. Local Funds	\$0	\$0	\$0	\$0	\$0	\$0
Tuition and Fees	\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Funding</b>						
F&A Distributions		\$125,000	\$150,000	\$180,000	\$200,000	\$655,000
Raikes/Gates Foundations	\$2,597,180	\$2,402,820	\$0	\$0	\$0	\$5,000,000
Other Foundation Funds	\$0	\$0	\$5,500	\$45,000	\$50,000	\$100,500
<b>Total</b>	<b>\$2,897,180</b>	<b>\$2,827,820</b>	<b>\$455,500</b>	<b>\$525,000</b>	<b>\$550,000</b>	<b>\$7,255,500</b>

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Establishment of the Child Health Research Institute (CHRI) at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approval is requested to establish the Child Health Research Institute at UNMC

PREVIOUS ACTION: September 6, 2007 – The Board approved the Institution Affiliation Agreement between the Board of Regents of the University of Nebraska and Children’s Hospital

EXPLANATION: The vision of the Child Health Research Institute (CHRI) will be to lead the world in improving the health of children through innovative research, leading to advances in disease diagnosis, prevention, and treatment. Recognizing that children have unique diseases and medical issues, and that advances in translational medicine require the collaboration of basic scientists and pediatric clinicians, the proposed CHRI will draw upon the research and clinical strengths of UNMC and the clinical and financial resources of Children’s Hospital to advance the health of all children in Nebraska, the Heartland, the U.S., and abroad.

This Institute will focus on basic and patient-centered research related to children. Research will occur in a wide variety of contexts. This includes the process of translating evidence from discovery (efficacy, effectiveness) to dissemination (evidence-based policy and programs). Not only will this Institute provide the infrastructure to expand important areas of research for UNMC, it also will help develop future scientists and faculty members. Development of research strength aligns with our clinical and educational goals for students, residents, fellows, and young faculty.

The proposed CHRI will be organized at a UNMC-wide level because there is no single department or college that would have the interdisciplinary or transdisciplinary faculty to accomplish the goals of the CHRI by itself. The CHRI will be a center for an interdisciplinary team of scientists to provide leadership, best practices, research, support and/or training focused on child health and pediatric topics. The CHRI will become a research hub and provide the infrastructure to support the formation of cutting-edge research teams to translate advances in basic science into pediatric care.

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

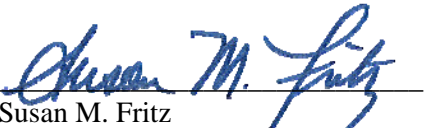
PROGRAM COST: No new state funds.

SOURCE OF FUNDS: Program growth will be dependent upon philanthropic and grant support.

SPONSORS: H. Dele Davies  
Vice Chancellor for Academic Affairs and Dean for Graduate Studies

Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

RECOMMENDED:

  
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 10, 2017

## 1. DESCRIPTIVE INFORMATION:

- **Name of Institute:** Child Health Research Institute (CHRI)
- **Programs Involved:**
  - Children’s Hospital & Medical Center (CHMC) programs;
  - University of Nebraska Medical Center (UNMC) Colleges of:
    - Allied Health Professions
    - Dentistry
    - Graduate Studies
    - Medicine
    - Nursing
    - Pharmacy
    - Public Health
  - Fred & Pamela Buffett Cancer Center
  - Munroe-Meyer Institute (MMI)
- **Collaborate and Develop New Initiatives with:**
  - Children’s Hospital & Medical Center (CHMC)
  - Nebraska Medicine (NM)
  - University of Nebraska - Lincoln (UNL)
  - University of Nebraska - Omaha (UNO)
- **Other Programs Offered in this Field by UNMC/NU:**
  - Pediatric research currently occurs in multiple sites at UNMC and CHMC.
  - The CHRI proposes to consolidate, support, and grow research in these areas.
- **Administrative Unit for the Institute:** University of Nebraska Medical Center
- **Physical Location (if applicable):**
  - The Child Health Research Institute will be housed in existing space at the University of Nebraska Medical Center and at Children’s Hospital & Medical Center.
  - Clinical and translational research will be performed in existing space at CHMC, UNMC and Nebraska Medicine.
  - Bench research will be performed in assigned laboratories at UNMC.
- **Proposed Implementation Date:** Upon final approval.

## 2. PURPOSE OF THE CHILD HEALTH RESEARCH INSTITUTE:

**Vision of the Institute:** We will lead the world in improving the health of children through innovative research, leading to advances in disease diagnosis, prevention, and treatment.

**Mission:** We are a team of dedicated clinicians, investigators and educators, coming together to improve the lives of children through research.

**Goals:** We

- **Promote** the health and well-being of children.

- **Discover** new diseases.
- **Contribute** new knowledge about the mechanisms of disease.
- **Translate** research into new tests and novel treatments.
- **Explore** innovative approaches to disease prevention.
- **Use** resources wisely through responsible stewardship.
- **Serve** the people of Nebraska.

The Vision, Mission, and Goals are fully consistent with the Mission and Vision of both the University of Nebraska and Children's Hospital & Medical Center.

**History:** In September 2007, Mr. Gary A. Perkins, President and CEO of Children's Hospital and President James B. Milliken, representing the Board of Regents of the University of Nebraska, signed the Institutional Affiliation Agreement (IAA). Recognizing that Children's Hospital and the University of Nebraska Medical Center had historically worked successfully together to provide pediatric medical care, education, and research, Children's Hospital and the Board of Regents of the University of Nebraska entered into the IAA to build upon their historical working relationship and the substantial strengths of both institutions. Among the guiding principles for this agreement were:

- Affiliation is in the best interest of the health of children in Nebraska and the Heartland region and is also the best strategy for both institutions to advance their respective pediatric missions.
- Affiliation assures access in Nebraska and the Heartland to cost-effective, state-of-the-art, quality, pediatric specialty and subspecialty care, medical education, and research.
- Children's and UNMC intend to commit necessary resources to support pediatric clinical, teaching, and research program development.

Since the signing of the IAA, Children's and the University of Nebraska have been highly successful in delivering on the vision expressed in the IAA. Clinically, the IAA called for the formation of a pediatric practice plan to clinically and financially integrate the medical practices of pediatric physicians employed by Children's and UNMC. Nebraska Pediatric Practice, Inc., d/b/a Children's Specialty Physicians, began operation in 2009, and provided a vehicle for expanding the number of physicians caring for children, from about 120 physicians in 2009, to a current roster of about 190 physicians. From an educational perspective, the affiliation has allowed significant expansion in the breadth and quality of educational programs, enhancing the experiences of medical students, supporting residency programs, and leading the development of additional programs, particularly in pediatric fellowships. Importantly, many of our students, residents, and more recently, fellows have remained in Nebraska, providing improved access and enhancing the breadth of services available to our community.

Leading pediatric institutions across the US and around the world have been successful by having designated funds in endowments that help support education and research activities. The IAA called for the development of specific Funds in support of the affiliation, through contributions to the Pediatric Enrichment Fund (PEF). These Funds include an Annual Contribution, a Supplemental Contribution based on hospital operating margin, and an Earning Contribution, based on investment earnings of the PEF. Disbursement of the funds is subject to approval by the Dean of the College of Medicine and the CEO of CHMC. Under the terms of the IAA, a portion of the funds is required to be available for education and research initiatives. Of note, none of these PEF funds were derived from state supported general funds or tuition, but rather through clinical revenues generated by



UNMC faculty at CHMC. Since inception, the PEF has grown to a balance in excess of \$40M, which is key to growing the pediatric research portfolio that will impact the health of Nebraska and US children for generations to come. Our goal is to leverage these funds to bring in \$100M annually in new external funding for pediatric research to UNMC and CHMC by 2025.

**Research:** The IAA has also provided a platform for significant success in developing pediatric research. In 2007, faculty were involved in a total of seven clinical research projects. The UNMC Pediatric Research Office (PRO) was formed in 2008 to support clinical and translational research, staffed by a part time research nurse and part time administrator. With careful application of financial and administrative support, the PRO has grown to about 12 research nurses and research coordinators, now supporting more than 200 active clinical research protocols. Of particular importance, about 60 of these protocols have been investigator-initiated, serving the creative and scientific interests of our UNMC faculty. The PRO has been ably led by Dr. William Rizzo, Medical Director, and by Ms. Melanie Schrack, Program Coordinator.

Research growth has also been supported by several other factors. Prior to the IAA, faculty investigators were required to submit protocols to Institutional Review Board panels at both UNMC and CHMC, resulting in considerable complexity for the faculty. With the affiliation in place, it was possible to consolidate the human subjects review to a single IRB panel at UNMC. Led by Dr. Bruce Gordon, a pediatric hematologist/oncologist, nationally recognized for his work in human subject research, the single Pediatric IRB provides sophisticated understanding of the protocols coupled with thoughtful and rigorous protection of children.

Also critically important to supporting research has been the expansion of our research faculty, both by development of existing faculty and by recruitment of new faculty. Within faculty development, we have an internal grant process, which has distributed approximately \$750,000 towards research over the last five years. This has supported young faculty and learners, and provided invaluable preliminary data for subsequent grant applications. We have also successfully recruited both young and established physician scientists, many of whom have gone on to develop independent funding. These investments have paid excellent dividends to CHMC and UNMC. Within the Department of Pediatrics in the College of Medicine, research expenditures have risen from \$3M five years ago, to about \$11M last year. A significant portion of this research is led by principal investigators hired since the IAA was signed. It is estimated that every \$1M in expenditures supports 30 jobs in the Greater Omaha Area.

**Pediatric Research:** In late 2013, a group of investigators was convened by Dr. John Sparks, Chair, Department of Pediatrics, to consider how to organize, support, and grow pediatric research. Meeting monthly, this group developed the concept for what has become this proposal for the Child Health Research Institute. This group included faculty from the College of Medicine, the College of Pharmacy, and the Monroe-Meyer Institute. The group also met with leadership from the College of Nursing, the College of Public Health, and what is now the College of Allied Health. The concept that evolved was a research institute constituted as a partnership between Children's and UNMC, with critical dependencies on operational units within UNMC, and using existing strengths within the PRO, Children's, and UNMC as its operational backbone. The working group also considered a mission and vision early in its discussion, and developed the Mission and Vision statements presented above.

The working group inventoried ongoing pediatric research, and identified four scientific focus areas for initial emphasis: Cardiovascular Diseases, Cancer, Infectious Diseases, and Rare Diseases. Criteria for choosing these areas included: a) an active research portfolio; b) a clearly identifiable research leader; and c) active external funding. In addition, the working group identified core areas of essential collaboration that were recognized as critical to the success of the four focus areas. Finally, the working group identified key collaborations that would be essential to the success of the research efforts. These include the Colleges of Pharmacy, Nursing and Public Health, as well as the Eppley and Munroe-Meyer Institutes, the Buffett Cancer Center, the Nebraska Biobank, and several specific laboratories and research cores at UNMC. In summary, the Child Health Research Institute was conceived as the vehicle to bring the focus areas, laboratory resources, and collaborators together to meet the proposed mission and vision.

The proposal for the Child Health Research Institute has moved forward, both at Children's and at UNMC. Children's has taken the step of announcing the Gary A. Perkins Pediatric Research Institute in October, 2015. Further discussions between Children's and the College of Medicine, and later with the Office of the Chancellor, have led to the present proposal to form the Child Health Research Institute.

### **3. NEED AND DEMAND FOR THE CHILD HEALTH RESEARCH INSTITUTE:**

Our children are our future. Yet many children suffer from diseases that are waiting to be discovered, cause chronic symptoms or have greatly inadequate treatments. Their medical needs are great and solutions to their health problems demand a bold response. Recognizing that children have unique diseases and medical issues, and that advances in translational medicine require the collaboration of both basic scientists and pediatric clinicians, we draw upon the research and clinical strengths of UNMC and the clinical and financial resources of Children's Hospital to advance the health of all children in Nebraska, the Heartland and abroad.

The CHRI is positioned to support discovery and dissemination of new medical knowledge on children's health. This Institute will focus on both basic and patient-centered research related to children. Research will occur in a wide variety of contexts. This includes the process of translating evidence from discovery (efficacy, effectiveness) to dissemination (evidence-based policy and programs). Not only will this Institute provide the infrastructure to expand important areas of research for UNMC, it will also help develop future scientists and faculty members. Development of research strength aligns with our clinical and educational goals for students, residents, fellows, and young faculty.

Children's, in partnership with UNMC, has set the ambitious goal of reaching annual expenditures on pediatric research at a level of \$100M per year by 2025. The Child Health Research Institute is proposed as the vehicle to achieve this goal. This level of research activity would put UNMC and CHMC among the national and global leaders in child health research, in addition to contributing to high quality, well-paying jobs for the greater Omaha region.

We have retained a consultant, ECG Management Consultants, to help us map a course to meet this research goal. They have helped us focus our discussions and have helped to develop a business plan and pro forma, as well as develop guidance on governance

and operational issues. In the course of these discussions, we visited other institutions with high levels of child health research. This review of other top-performing programs has reinforced the need for an operational structure that is flexible, sophisticated, and scalable.

#### 4. **OPERATIONAL STRUCTURE:**

The proposed Child Health Research Institute will be organized at a UNMC-wide level, because there is no single department or college that would have the interdisciplinary or transdisciplinary faculty to accomplish the goals of the CHRI by itself. The CHRI will be a center for an interdisciplinary team of scientists to provide leadership, best practices, research, support and/or training focused on child health and pediatric topics. The CHRI will become a research hub and provide the infrastructure to support the formation of cutting-edge research teams to translate advances in basic science into pediatric care.

**Design Aspirations:** Design elements that emerged from our collaborative UNMC/CHMC committee work with ECG included the following:

- **Develop an institute that has:**
  - Visibility - Impacts positively the overall and research-related visibility of Children's and UNMC.
  - Agility - Responds nimbly to opportunities and collaborates with diverse research and clinical partners.
  - Research Capacity - Expands the overall pediatric research enterprise capacity at Children's and UNMC.
  - Research Translation - Translates research discoveries into improved patient diagnosis and treatment.
  
- **Design Goals:**
  - Improve the ability of Children's and UNMC to attract superior physicians, medical staff, and trainees by enhancing the pediatric research enterprise at Children's-UNMC and establishing a robust critical mass of researchers focused on pediatric discovery, innovation, and translation.
  - Improve the ability of Children's and UNMC to attract patients due to a more visible research enterprise and via research discoveries and applications.
  - Identify strategic areas of pediatric research focus and investment jointly between Children's and UNMC.
  - Enhance and facilitate research collaboration between investigators at Children's and UNMC.
  - Build in opportunities to collaborate with relevant adult research and clinical programs (at UNMC and elsewhere) where there are synergies, while remaining focused on pediatric research.

**Defined Outcomes:** Building off the four scientific focus areas identified above, our work further defined that the selected areas will play an important role in:

- Attracting philanthropic support

- Recruiting and retaining talented researchers
- Competing for external research funding
- Translating discoveries to patient care
- Enhancing educational programs (e.g., fellowships, residency, and student projects).

The selection of scientific focus areas is multidimensional and will remain responsive to significant strategic recruitment, philanthropic, and other opportunities.

We have developed strategies to be a sustainable institute. An important goal will be to increase collaboration with the other campuses within the University of Nebraska and nationally. UNMC faculty already have several collaborations with UNL and UNO. The CHRI will enhance and expand our collaborations to improve the quality of scientific proposals in a competitive grant environment, as well as reduce research costs and improve the efficiency of publication and dissemination of results. As a direct result of the research performed here, these efforts will improve the lives of children in Nebraska, provide improved access to national protocols and expert opinion, and enhance recruitment of top physician-scientists to Nebraska and spur economic growth.

## **5. ORGANIZATIONAL STRUCTURE AND ADMINISTRATION:**

**Governance and Collaborative Relationships:** The CHRI will follow a collaborative governance model (Figure 1), reflective of the Institutional Affiliation Agreement. The model proposes the creation of a formal institute at UNMC, under the direction of the UNMC Chancellor and the Board of Regents. As a UNMC entity, faculty members may apply for and receive grants through UNMC Sponsored Programs, and fully utilize the UNMC research infrastructure. The proposed model also redefines the current Gary A. Perkins Pediatric Research Institute at CHMC as the Gary A. Perkins Pediatric Research Institute Fund (GAPPRIF). This fund will be the primary funding interface between CHMC and UNMC, and will receive funds directly through the CHMC Foundation, the PEF or other CHMC funds sources. CHRI will also receive funds from University of Nebraska accounts, including Sponsored Programs (Grants and Contracts), and the NU Foundation. UNMC will also contribute funds to the recruitment packages of funded investigators as they are identified.

A single CHRI Advisory Board will coordinate the activities of CHRI and GAPPRIF. This advisory board will provide equitable representation of both UNMC and CHMC, and be led by a chair satisfactory to both entities. This shared structure is similar to the leadership structures specified in the IAA, and implemented in the establishment the pediatric practice plan, Nebraska Pediatric Practice, Inc. (NPP), d/b/a Children's Specialty Physicians (CSP). This proposed structure for the CHRI is envisioned to protect the interests of each entity, while partnering to provide joint support of pediatric research activities.

From an organizational perspective, the Chair, Department of Pediatrics, UNMC College of Medicine will be the Director of the CHRI (Figure 2). Given the collaborative governance model for the CHRI, the Director will report to UNMC leadership, to CHMC leadership, and to the Children's Health Research Institute Advisory Board for matters related to the CHRI. The current Chair of the Department of Pediatrics is Dr. John Sparks, who holds the Carol Remmer Angle Presidential Chair of Pediatrics. Dr. Sparks is an experienced academic leader, in his tenth year as chair at UNMC and his 20<sup>th</sup> year as a

pediatric chair overall. Dr. Sparks holds about \$2.5M per year in external funds in support of the CityMatCH Program, a national program in maternal-child health. The initial Scientific Director will be Dr. William Rizzo, who holds the Freytag Chair in Pediatrics, and serves as Vice Chair for Research for the Department of Pediatrics. Dr. Rizzo is PI on the NIH Rare Diseases Clinical Research Consortium. Dr. Rizzo will serve in the role of Scientific Director for the CHRI, and have operational authority for the CHRI. Dr. Sparks and Dr. Rizzo have together led in the vision for the CHRI since its inception.

Operationally, the CHRI will hire a business manager (Associate Director for Operations) and an executive assistant to manage the affairs of the institute and to assist faculty and programs in obtaining and managing grant accounts. We envision four scientific cores initially, focusing on Cardiovascular Diseases, Infectious Diseases, Cancer, and Rare Diseases. We have leadership in place for each of these areas of focus. We also envision administrative operational assistance in finance and operations.

The UNMC CHRI will not appoint nor be a tenure home for faculty. Rather, faculty will remain in their primary departments according to their area of training and focus. Indirect costs will track to the department that is the tenure home of the faculty PI on each grant.

Key to the success of the institution is the formation of an external National Scientific Advisory Board to assist the CHRI leadership in evaluating the programs and developing research priorities for the CHRI. We anticipate this group to be comprised of a small number of senior pediatric scientists from around the country, meeting 1-2 times per year to advise the CHRI leadership.

## **6. ADEQUACY OF RESOURCES:**

**Faculty:** CHMC and UNMC are jointly planning and projecting faculty needs for clinical service, education, and research. Children's Specialty Physicians (CSP) currently employs approximately 190 physicians that are also dually employed in the UNMC College of Medicine and/or the Munroe-Meyer Institute. Approximately 120 are in the Department of Pediatrics, with the remainder academically appointed in the Departments of Anesthesia, Ophthalmology, Otolaryngology, Radiology, and Surgery at UNMC. Our current analysis indicates a need for approximately 45 additional faculty in the next two years, and about 100 total over the next five years. Many physician-scientists for the CHRI will be drawn from these physicians dually employed by UNMC and CSP. In consultation with ECG Management Consultants, we have also estimated approximately 25 additional scientists will need to be recruited over the next five years to meet our 2025 goal

In addition to our faculty dually employed by UNMC and CSP, we will welcome faculty from other departments, colleges and campuses as members of the CHRI, based on their commitments to health research in children. We currently have active collaborations involving faculty in the Colleges of Allied Health, Medicine, Nursing, Pharmacy, and Public Health, as well as MMI and Eppley Institute. Membership in the CHRI will facilitate faculty collaborations in child health research, by enhancing access to pediatric patient populations, facilitating collaboration on basic research projects, and developing new research projects for potential funding (See Section 10).

**Additional Physical Facilities Needed:** No additional physical facilities are needed at this time. On the UNMC campus, we are working with the office of the Vice Chancellor for Research relating to projections for faculty office and laboratory space. We believe the current space on campus should be sufficient for at least five years, including research and office space made available after the movement of cancer investigators into the soon to be open Fred and Pamela Buffett Cancer Center. On the CHMC Campus, plans are actively underway to build a new patient tower by 2021, and to utilize space recently purchased from HDR adjacent to the hospital, as that space becomes available in 2020 and beyond.

**Budget Projections:** Tables 1 and 2 project revenue and expenses for the pediatric research enterprise for the next five years. These data are extracted from a more detailed pro forma prepared in consultation with ECG Management Consultants. We project that the major revenues associated with the research enterprise are expected to be derived from external grants. All grants and contracts will run through UNMC Sponsored Programs, with full UNMC compliance and financial management. Indirect costs will be determined by standard university formula, and Sponsored Programs will provide research infrastructure in support of our grants.

The CHRI will also be able to receive funds through the NU Foundation and the Children's Foundation, through the Gary A. Perkins Pediatric Research Institute Fund. We currently work actively with both foundations. We have recently developed two new endowed chairs in association with the NU Foundation, and receive benefit towards research from several philanthropic funds. We also work with the Children's Foundation, which has a current project to raise \$10M in support of pediatric research. We also recognize that the new CHRI represents a potentially important new naming activity for the philanthropic support.

The proposed financial structures will ensure the continuing operations of the CHRI. It is proposed that a CHMC Board Designated Fund be created to serve as a permanent endowment for the CHRI, from the PEF and possibly other sources. Initial contribution being considered is \$20M. The funds will reside in the CHMC Foundation, and be managed by the CHRI Advisory Board oversight of the Gary A. Perkins Pediatric Research Institute Fund. The first 4% of investment proceeds in this designated fund will go to support CHRI operations and any investment income received in excess of 4% will go to build the corpus of the designated fund. In addition to this Board Designated Fund, the Gary A. Perkins Pediatric Research Institute Fund may also receive other funds from the PEF, from philanthropic support through the CHMC Foundation, or other funds directly from CHMC. We anticipate that these funds will provide sustainable funding for the core operations of the CHRI.

## **7. PARTNERSHIPS WITH BUSINESS:**

The potential exists for partnerships with business and industry. We currently interact with industry partners in many of our clinical trials, and many of our faculty have consultative relationships with commercial partners through UNMC's Outside Activities process. We anticipate that with the growth of our research activities, there will be many new opportunities for commercial interaction. We look forward to working through UNeMED,, UNMC's technology transfer unit, to commercialize potential products.

Rights to faculty Intellectual Property are discussed in the IAA.

**8. PARTNERSHIPS WITH COMMUNITIES:**

We currently relate to community and governmental agencies in the core areas contemplated for the CHRI. We look forward to expanded interaction with community partners.

**9. COLLABORATIONS WITH HIGHER EDUCATION INSTITUTIONS EXTERNAL TO THE UNIVERSITY:**

**Nature of Relationships with Other Colleges and Universities:** We currently have strong relationships with other universities. In particular, the Department of Pediatrics has enjoyed a solid relationship with our counterparts at Creighton University School of Medicine for many years. This relationship focuses on education, but would be welcome in research as well. We also recognize increasingly strong potential relationships with Boys Town National Research Hospital. These relationships potentially include both clinical and research projects.

Institute investigators will also have other opportunities to pursue multisite studies with colleges throughout Nebraska and the Midwest. Additional opportunities could be pursued with Nebraska State and Community Colleges. Given the University of Nebraska's membership in the Big Ten, additional opportunities may be available with the fourteen Big Ten schools, including participation by institute investigators in the Big Ten Cancer Consortium.

**10. CONSTITUENCIES TO BE SERVED:**

- Junior and established faculty beginning or building a program of research or scholarship in this area.
- Graduate Masters and PhD students at UNMC and other NU colleges.
- Health professions students at many levels, through Summer Undergraduate Research Program (SURP), Enhanced Medical Education Track (EMET), Honors Pediatric programs for students, research programs for residents and fellows.
- Faculty interdisciplinary teams.
- Students and faculty from related disciplines on the other three university campuses within the University of Nebraska system.
- The whole state of Nebraska as leading edge breakthroughs occur that improve the health of children.

**11. BENEFITS OF PARTICIPATION IN THE CHILD HEALTH RESEARCH INSTITUTE:**

- Support for research projects.
- Identification of collaborations strengthening research projects.
- Access to clinical collaborators.
- Access to the Pediatric Research Office that supports clinical research projects.

- Access to potential research support, for example small exploratory grants or bridge funds.
- Seminars and conferences with potential collaborators.
- Increased interdisciplinary collaboration on campus.

**12. ANTICIPATED OUTCOMES, SIGNIFICANCE, AND SPECIFIC MEASURES OF SUCCESS:**

The success of the CHRI will be measured by traditional research metrics, including number of active investigators, number of grants, total external grant funding, and number and impact factor of publications. We will also track secondary metrics, including faculty participation in national research panels, symposia, study sections, and committees. Faculty development and mentoring will also be tracked.

It is expected that the Institute Director will develop a detailed annual report for internal use at the close of each academic year, as well as provide reports as needed to important external constituencies.

**13. CENTRALITY TO ROLE AND MISSION OF THE INSTITUTION**

**The mission of UNMC is:**

“We are Nebraska Medicine & UNMC. Our mission is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative *research* and extraordinary patient care”.

**The mission of Children’s Hospital & Medical Center is:**

“To improve the life of every child - through dedication to exceptional clinical care, *research*, education and advocacy.”

UNMC and Children’s share a commitment to research in their mission and vision. The Child Health Research Institute will be the vehicle to organize, support and grow research for both institutions.

**14. POTENTIAL FOR THE PROGRAM TO CONTRIBUTE TO SOCIETY AND ECONOMIC DEVELOPMENT**

Development of the CHRI will facilitate research into the science of child health beyond the physical boundaries of the UNMC campus and the CHMC campus. While economic development is not a specific aim of the Institute, the innovations developed by the Institute will yield services that will contribute to improving key health indicators in communities throughout Nebraska. Innovative pediatric research has the potential for technology transfer and commercialization. Additionally, expansion of the research enterprise at UNMC, in collaboration with other colleges throughout the University of Nebraska system, will yield more job opportunities for members of research teams and yield positive economic benefits for the communities in which the research is conducted.



15. **CONSISTENCY WITH COMPREHENSIVE STATEWIDE PLAN FOR POSTSECONDARY EDUCATION: HOW THIS PROGRAM WOULD ENHANCE RELEVANT STATEWIDE GOALS FOR EDUCATION.**

Nebraska's Comprehensive Statewide Plan for Postsecondary Education includes research as its second major statewide goal, recognizing that research drives economic development, educational quality, and quality of life for Nebraskans. According to the Nebraska Coordinating Commission for Post-Secondary Education's most recent plan entitled *Comprehensive Statewide Plan for Postsecondary Education*, "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."

The CHRI also enhances the mentoring of junior researchers. The aims of mentoring are to increase research productivity and capacity and to build a research infrastructure that facilitates interdisciplinary collaborations across the colleges, departments, and campuses of the UNMC and UN system. This formal mentoring of researchers is expected to lead to funding of further research and could potentially impact recruitment of students at various levels to the UN system.

Fig. 1: Child Health Research Institute:  
Governance Relationships

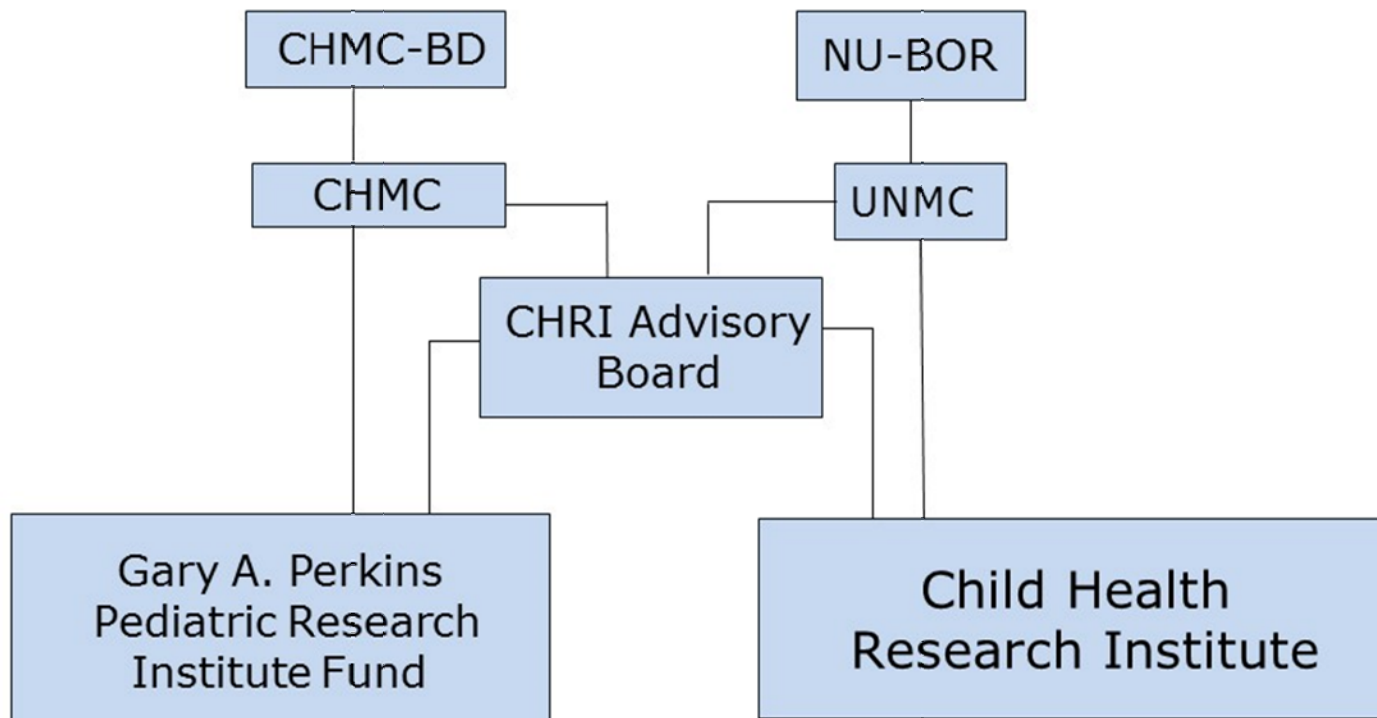


Fig. 2: Child Health Research Institute:  
Internal Structure



Jws, 2/25/2017

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT**  
**Child Health Research Institute at UNMC**

	(FY2018) Year 1		(FY2019) Year 2		(FY2020) Year 3		(FY2021) Year 4		(FY2022) Year 5		<b>Total Cost</b>
<b>Personnel</b>	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
Faculty <sup>1</sup>	3.2	\$1,022,000	6.5	\$1,967,000	10.5	\$3,160,000	15.2	\$4,497,000	19.8	\$5,886,000	\$16,532,000
Professional <sup>2</sup>	18.0	\$1,394,000	20.0	\$1,562,000	22.0	\$1,736,000	24.0	\$1,917,000	26.0	\$2,104,000	\$8,713,000
Graduate assistants	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	\$0
Support staff <sup>3</sup>	1.0	\$50,000	1.0	\$51,000	1.0	\$52,000	1.0	\$53,000	1.0	\$54,000	\$260,000
Subtotal	22.2	\$2,466,000	27.5	\$3,580,000	33.5	\$4,948,000	40.2	\$6,467,000	46.8	\$8,044,000	\$25,505,000
<b>Operating</b>											
General Operating <sup>4</sup>		\$10,054,000		\$12,588,000		\$15,758,000		\$19,351,000		\$23,113,000	\$80,864,000
Equipment <sup>5</sup>		\$150,000		\$330,000		\$522,000		\$564,000		\$562,000	\$2,128,000
New or renovated space <sup>6</sup>		\$133,000		\$310,000		\$500,000		\$540,000		\$535,000	\$2,018,000
Subtotal		\$10,337,000		\$13,228,000		\$16,780,000		\$20,455,000		\$24,210,000	\$85,010,000
<b>Total Expenses</b>		\$12,803,000		\$16,808,000		\$21,728,000		\$26,922,000		\$32,254,000	\$110,515,000

<sup>1</sup> Includes salary and fringe benefit expenditures for the institute's director (0.2 FTE) and scientific director (0.5 FTE) plus the phased recruitment of 24 PhD, MD, and MD/PhD faculty (with a range of research productivity expectations; net 19.1 FTE research focus) during the institute's first five years of operation.

<sup>2</sup> Includes salary and fringe benefit expenditures for the institute's associate director for operations (1.0 FTE), professionals in the Pediatric Research Office (PRO; modeled growth from current 13 to 21 FTE), and a total of four institute-supported post-docs (one for each of the institute's initial scientific focus areas).

<sup>3</sup> Represents salary and fringe benefit expenditures for the institute's executive assistant (1.0 FTE).

<sup>4</sup> Includes several components: (i) Externally-funded direct research costs (modeled based on existing research-active faculty and new institute recruits, subtracting costs to support personnel [which are captured above]); (ii) Share (50%) of modeled faculty start-up package (after subtracting a share for personnel costs) and recruitment costs; (iii) Share of modeled institute research program development investments (90%, after subtracting personnel costs captured above [to avoid double counting]); (iv) Costs to support operations of the Scientific Advisory Board (SAB); and (v) Travel expenses for institute leadership.

<sup>5</sup> Represents a share (25%) of modeled faculty start-up package costs and institute research program development investments (10%, after subtracting out personnel costs captured above [to avoid double counting]).

<sup>6</sup> Represents a share (25%) of modeled faculty start-up package costs.

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT  
Child Health Research Institute at UNMC**

	(FY2018) Year 1	(FY2019) Year 2	(FY2020) Year 3	(FY2021) Year 4	(FY2022) Year 5	<b>Total</b>
Existing Funds <sup>1</sup>	\$813,000	\$819,000	\$825,000	\$832,000	\$838,000	\$4,127,000
Required New Public Funds	\$0	\$0	\$0	\$0	\$0	
Tuition and Fees	\$0	\$0	\$0	\$0	\$0	
Other Funding	\$0	\$0	\$0	\$0	\$0	
a. External Grants and contracts <sup>2</sup>	\$9,657,000	\$12,009,000	\$14,994,000	\$18,677,000	\$22,636,000	\$77,973,000
b. GAPPRIF <sup>3</sup>	\$800,000	\$803,000	\$805,000	\$808,000	\$810,000	\$4,026,000
c. Other Philanthropy <sup>4</sup>	\$216,000	\$433,000	\$866,000	\$869,000	\$872,000	\$3,256,000
d. Other External Funds <sup>5</sup>	\$1,340,000	\$2,760,000	\$4,260,000	\$5,760,000	\$7,130,000	\$21,250,000
<b>Total Revenue <sup>6</sup></b>	<b>\$12,826,000</b>	<b>\$16,824,000</b>	<b>\$21,750,000</b>	<b>\$26,946,000</b>	<b>\$32,286,000</b>	<b>\$110,632,000</b>

<sup>1</sup> Includes personnel costs to support the institute's director and scientific director (0.7 FTE; each of whom are currently funded UNMC faculty members) and the use of existing endowed chair/professorship funds (estimated \$500,000 per year) to support a share of new institute faculty members.

<sup>2</sup> Represents modeled external grants and contracts (direct costs only) secured by faculty in the area of pediatric research, with modeled growth based largely on new faculty recruits enabled by the institute.

<sup>3</sup> Represents modeled endowment payouts (4%) from the Gary A. Perkins Pediatric Research Institute Fund, a \$20 million endowment residing in the CHMC Foundation that will be created from a share of Pediatric Enrichment Fund (PEF) reserves.

<sup>4</sup> Represents projected endowment payouts (4%) from new pediatric research focused endowments held by the NU and CHMC Foundations (based on projections of \$5 million total contributions during each of the first two years of institute operations and a \$10 million institute naming gift to the NU Foundation during the third year of institute operations).

<sup>5</sup> Includes funding from other sources to be invested during the institute's start-up phase, including but not limited to funds from the PEF and CHMC operations.

<sup>6</sup> Note that revenues are not expected to match expenses during each year of the institute's operations.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Establishment of the University of Nebraska Medical Center (UNMC) Global Center for Health Security (GCHS) to be administered by the Office of the Vice Chancellor for Research in conjunction with the Office of the Vice Chancellor for Academic Affairs with direct reporting to the Chancellor

RECOMMENDED ACTION: Approval is requested to establish the Global Center for Health Security (GCHS) at UNMC

PREVIOUS ACTION: September 9, 2011 – The renaming of the Center for Biopreparedness Education to the Center for Biosecurity, Biopreparedness and Emerging Infectious Diseases at UNMC was reported to the Board  
  
March 3, 2006 – The Center for Biopreparedness Education was included with a list of other centers not previously approved by the Board of Regents; however, given the approval of amendment 2.11 of the *Bylaws of the Board of Regents*, the Center for Biopreparedness Education now met the criteria for Board approval. Thus, it was reported to the Board as a retroactively “approved center” by virtue of its characteristics meeting the amended criteria.

EXPLANATION: The intent of the Global Center for Health Security (GCHS) is to build the University of Nebraska’s health security and biodefense capabilities in clinical care, education, training, clinical research (domestically and internationally), and basic science research in infectious diseases. A particular emphasis will be to maximize funding opportunities through the National Strategic Research Institute (NSRI). Enhancing NU’s capabilities, by building an organized framework of pre-existing capabilities, while strategically developing new partnerships and capabilities, will advance the larger mission of NSRI to counter weapons of mass destruction and emerging infectious disease.  
  
The proposed GCHS will serve to coordinate and align the activities of other UNMC centers and programs. It also will include faculty, staff, and student resources from the UNMC Colleges of Medicine, Pharmacy, Nursing, and Public Health; Nebraska Medicine; the University of Nebraska-Lincoln (UNL) Colleges of Arts and Sciences and Engineering; and the University of Nebraska at Omaha (UNO) College of Arts and Sciences. The GCHS will help advance infectious disease expertise necessary to all, and coordinate training and research across the NU system and with external partners. Additionally, the GCHS will align multiple campus-level initiatives with global missions to advance the coordinated, interdisciplinary development of novel research, clinical practice and dissemination to develop novel approaches for health security and biodefense.

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

PROGRAM COST:

No new state funds.

SOURCE OF FUNDS:

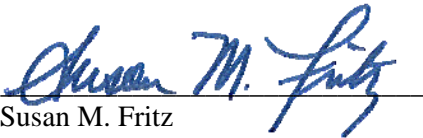
Program growth will be dependent upon philanthropic and grant support.

SPONSORS:

H. Dele Davies  
Vice Chancellor for Academic Affairs and Dean for Graduate Studies

Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

RECOMMENDED:

  
Susan M. Fritz  
Executive Vice President and Provost

DATE:

May 10, 2017

## **Request to Approve: The Global Center for Health Security**

Date: March 17, 2017

Submitted by:

Christopher J. Kratochvil, M.D.

Kenneth W. Bayles, Ph.D.

John Lowe, Ph.D.

**Institution proposing the Center:** University of Nebraska Medical Center (UNMC)

**Name of the Center:** The Global Center for Health Security (GCHS)

**Name of programs involved:** GCHS is comprised of the UNMC Colleges of Medicine, Pharmacy, Nursing, and Public Health; Nebraska Medicine; the University of Nebraska-Lincoln (UNL) Colleges of Arts & Sciences and Engineering; and the University of Nebraska-Omaha (UNO) College of Arts and Sciences. The intent of the Center is to build the University of Nebraska's health security and biodefense capabilities in clinical care, education, training, clinical research (both domestically and internationally), and basic science research in infectious diseases. A particular emphasis will be to maximize the opportunities through the National Strategic Research Institute (NSRI). Enhancing these capabilities, by building an organized framework of pre-existing capabilities, while strategically developing new partnerships and capabilities, will advance the larger mission of NSRI to counter weapons of mass destruction (WMD) and emerging infectious disease (EID). Many of these initiatives are already active and successful independently, but if integrated into a centralized framework a more coordinated approach will maximize efficient use of University resources and expand potential for new collaborations.

**Overlapping programs to be partly or completely coordinated within this Center:** UNMC has other programs that are synergistic and collaborative with the GCHS, which will benefit from increased coordination and leadership. The proposed GCHS will serve to coordinate and align the activities of these other Centers and programs. It will also help advance infectious disease expertise necessary to all, and coordinate training and research across the NU system and with external partners. Additionally, the GCHS will align multiple campus level initiatives with global missions to advance the coordinated, interdisciplinary development of novel research, clinical practice and dissemination to develop novel approaches for health security and biodefense. The programs to be included are as follows:

- National Center for Health Security and Biopreparedness (NCHSB), which received \$19.8 million for 4 years, with 21 optional 1-year extensions, to create a physical training center at UNMC, establish a training program for federal health workers, and establish the only federal quarantine unit in the U.S. This training center will not only deliver the federal worker training program, but will have excess capacity to enable development and support many additional training programs.
- National Ebola Treatment and Education Center (NETEC) was established in 2015 in partnership with Bellevue Hospital in New York and Emory University and is now funded by a \$24 million contract. The initial success of NETEC in developing national



resources for management of highly infectious diseases resulted in an additional \$12 million in funding, in part to expand the Center's mission to create a nationwide research network prepared to rapidly implement investigational drug protocols to treat emerging highly infectious diseases. Responsibilities of NETEC include the training of healthcare and public health representatives at courses held throughout the U.S., the development of metrics to evaluate national readiness, creation of exercises and other on-line resources, and conducting site visits to healthcare facilities in all 50 states, providing consultation and evaluation.

- Global Infectious Disease Preparedness Network (GIDPN) was established in 2016 to connect high-level isolation units around the globe for advancement of global readiness and capacity to respond to infectious disease outbreaks. The network will leverage UNMC's leadership and expertise as well as that of experienced global partners to deliver an international training program, clinical trials network, clinical response force, as well as rapid exchange of clinical information during outbreaks.
- Center for Biosecurity, Biopreparedness and Emerging Infectious Diseases (CBBEID) was established in 2002 with a mission to enhance disaster preparedness skills and knowledge throughout Nebraska with affordable, needs-based training, customized organizational assistance, and comprehensive resources. The CBBEID is housed in the College of Public Health, is comprised of seven UNMC faculty, and provides an annual educational symposium across the State of Nebraska. The proposed new Center has limited overlap with this initiative because GCHS has a predominantly national and international scope, will focus significantly on external partnerships, and has an emphasis well beyond education to include clinical care and research. Nonetheless, the two centers will work together and collaborate on local educational initiatives when appropriate.

**Administrative unit for the center:** UNMC Office of the Vice Chancellor for Research in conjunction with the UNMC Office of the Vice Chancellor for Academic Affairs, with direct reporting to the UNMC Chancellor. Administrative support will come from designated staff in the Vice Chancellor for Research Office.

**Physical location:** The primary operational location for clinical initiatives for the GCHS is the Nebraska Biocontainment Unit (NBU) on the 7<sup>th</sup> floor of University Tower, Nebraska Medicine, and soon on the quarantine units located within the Global Center for Advanced Interprofessional Learning (GCAIL) that will also house iEXCEL. Administrative space is located within the suite of offices of the Vice Chancellor for Research, Vice Chancellor for Academic Affairs, College of Public Health, Nebraska Medicine's Kiewit Tower, and will soon include GCAIL space. The research activities associated with the Center will be conducted in the NBU, iEXCEL space, and Durham Research Center on the UNMC campus, as well as several research facilities on the UNL campus. The educational components will be conducted within the Colleges, Nebraska Medicine and within GCAIL.

**Proposed date the center will be initiated:** Upon final approval.

## **I. Purpose and Context for Center**

We have reached an unprecedented time in modern civilization where we face the constant threat of infectious diseases with the potential to affect millions of lives and overwhelm our healthcare system. Two particularly concerning aspects to be addressed by this center include: 1) the rapid spread of emerging infectious diseases across the globe via modern transportation, and 2) the intentional spread of lethal infections by enemy states or by non-state actors (e.g., terrorist groups). Although there are multiple organizations and programs worldwide that conduct research to address these threats, the University of Nebraska is uniquely positioned to advance both products and knowledge to combat and even prevent future catastrophic infectious disease events by leveraging our expertise in clinical care, training, and research. A key component of this is illustrated by the uniquely powerful role UNMC played during the Ebola crisis in 2014. As a result of this effort, bolstered by a decade of preparation, UNMC became widely recognized as an international leader in the care and treatment of patients with highly infectious diseases. As a result, UNMC has been tasked with leading the country in the development and delivery of educational programs, such as the National Ebola Treatment and Education Center (NETEC) and the National Center for Health Security and Biopreparedness (NCHSB), that have secured UNMC's role in preparing the US for the inevitability of disease outbreaks for years to come.

In a parallel effort, the University of Nebraska has established itself as a leader in biodefense research through the establishment of the National Strategic Research Institute (NSRI), leveraging the influence of this University Affiliated Research Center (UARC), the only one of 13 UARCs in the country that focuses on biodefense. The University of Nebraska has built the foundation of a robust infectious disease research program through NSRI that directly benefits the biodefense mission of the Department of Defense (DoD), Department of Homeland Security (DHS), and Department of State to assure the safety of American citizens. Through the connections established with NSRI, the University of Nebraska has built new capabilities in the areas of antibiotic discovery, vaccine development, biosensing, and diagnostics. All of these efforts have greatly enhanced our footprint in infectious disease research and will have a major impact on both our civilian and military populations.

Overall, the GCHS will serve to coordinate efforts associated with infectious diseases at the University of Nebraska under one umbrella, thus, promoting maximum growth and efficiency. By leveraging the proven clinical expertise in the care of patients with highly infectious diseases, national training platforms, and a robust research platform with the NSRI biodefense mission, the development of the GCHS maximizes the potential of our institution to provide cutting edge care, research and education to advance global readiness and to positioning the University of Nebraska as a world leader in highly infectious disease research and management.

### **A. History**

The genesis of the GCHS was the creation of the Nebraska Biocontainment Unit (NBU), which was developed in response to the deaths of healthcare workers caring for SARS patients in 2003, and concern for a bioterrorism event involving smallpox in 2002. The NBU was conceptualized by founding Medical Director Philip Smith, MD in 2005 and funded primarily by federal preparedness dollars through the State Health Department. It was opened by Dr. Julie Gerberding of the Centers for Disease Control (CDC) in 2005, and at that time was the

third such unit in the country. Other existing units were established at Emory University and a military unit at US Army Medical Research Institute of Infectious Diseases (USAMRIID) in Ft. Detrick, MD, which is now closed. With a capacity of 10 beds, the NBU at UNMC is the largest in the country. The NBU is a joint venture between UNMC, Nebraska Medicine and the Nebraska Department of Health and Human Services, as part of a comprehensive healthcare biopreparedness program. The unit was designed by a national multidisciplinary planning committee with representatives having expertise in infection control, biosafety, hospital administration, critical care, medical staffing, laboratory practices, public health, nursing, architecture, construction, and engineering. The unit has features designed to allow care of any infectious disease, whether spread by the airborne or contact routes.

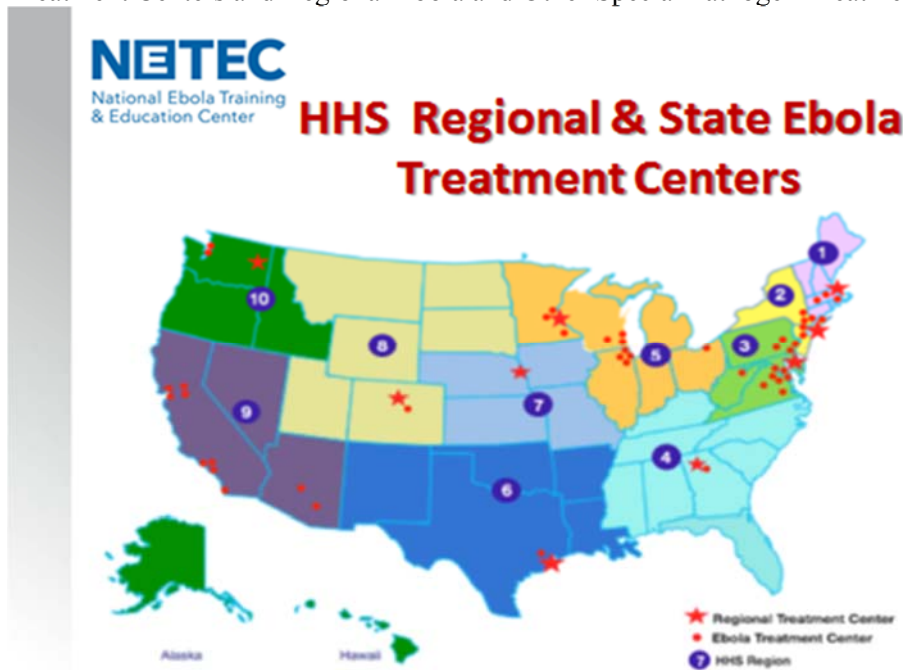
The NBU was not activated between 2005 and 2014, however during this time the team remained active in research, training, and exercises with military and civilian partners. A staff of 35 nurses, respiratory therapists and patient care technicians was selectively recruited and rigorously trained.

In 2012, the NSRI at the University of Nebraska, sponsored by the United States Strategic Command (USSTRATCOM), was established to provide mission-essential research and development capabilities focused on combating weapons of mass destruction. As a UARC for the U.S. Department of Defense, NSRI serves as a trusted agent for DoD research, development, engineering, and training. Three of the core competencies of NSRI includes 1) detection of chemical and biological weapons, 2) passive defense against weapons of mass destruction, and 3) consequence management. Although each of these core competencies focus on “combatting weapons of mass destruction”, the goals of these competency areas are readily applicable to the preparation and logistics of responding to natural, highly infectious diseases around the world. To date, NSRI has attracted 62 DoD contracts with a total value of \$43,089,634.

In September 2014, in the midst of the largest outbreak of Ebola virus disease (EVD) in history, the US Department of State selected three hospitals with the most advanced biocontainment facilities (UNMC, Emory and the NIH in Bethesda, MD) to receive repatriated US citizens infected while working in Africa. The NBU received and cared for three such patients, with no EVD contracted by any of its staff. Additionally, the NBU was the only biocontainment facility in the US to receive individuals (seven total) for quarantine monitoring.

As a result of the successes of the unit, UNMC was propelled onto the global stage for its’ expertise established through years of research and training. In response to the global need for UNMC’s expertise, a number of educational initiatives were established such as the Apple iTunes course “The Nebraska Ebola Method” and rapid assistance partnerships with the U.S. CDC and HHS. Following the success of these initiatives UNMC successfully competed to establish the \$12 million National Ebola Treatment and Education Center (NETEC) in partnership with Bellevue Hospital in New York and Emory University. The initial success of NETEC in developing national resources for management of highly infectious diseases resulted in an additional \$12 million to support research infrastructure and further support the U.S. (Figure 1), as described above.

**Figure 1.** US Department of Health and Human Services (HHS) Regions with designated Ebola Treatment Centers and Regional Ebola and Other Special Pathogen Treatment Centers.



Herstein et al. "Current capabilities and capacity of Ebola treatment centers in the United States." *Infection Control & Hospital Epidemiology* 37.03 (2016): 313-318. <https://doi.org/10.1017/ice.2015.300>

UNMC has also received \$4.25 million and a Federal designation as a Regional Ebola and Special Pathogen Treatment Center to support current and expanded NBU infrastructure for treatment of infected patients. This designation and funding also supports delivery of training, education and planning for Nebraska, Kansas, Missouri and Iowa to provide clinical care for patients with highly infectious diseases in these four Midwest states.

In parallel efforts, the NSRI and UNMC have been building their reputations as leaders in research in infectious disease research. Funded projects include studies on anthrax, influenza, HIV, malaria, tularemia, and staph infections, all aimed at bringing new products to market. The latter is conducted within the Center for Staphylococcal Research, the largest NIH-funded center of its kind in the US. Furthermore, UNMC boasts a very strong drug development group with the addition of a new, state-of-the-art Center for Drug Discovery facility at UNMC.

Recent expansion of work by UNMC, NSRI, and Nebraska Medicine with dozens of academic health centers nationally as well as internationally, several branches of the military, and with several Federal agencies, has required tremendous multidisciplinary collaboration involving personnel, facilities, and other resources. Our clinical training initiatives have included numerous physician specialists, nurses, respiratory therapists, mental health specialists, researchers, facilities personnel, and administrators. In addition, the basic science needed to develop novel diagnostics, therapeutics, and vaccines increasingly requires a multidisciplinary team of researchers, spanning the biological sciences, chemistry, and engineering. This diverse collection of expertise requires a Center for organizational structure, and has led to our requested reporting directly to the UNMC Chancellor. With the diversity of faculty currently required for the successful operation of the GCHS, the leadership group does not fit into any one department, college, or NU campus.

**Figure 2.** Summary of Recent Funding Related to the GCHS.

Program	Funding	Funding Organization
Rapid Ebola Preparedness Program	\$800,000	CDC
National Ebola Training and Education Center	\$24 million	CDC and ASPR
National Center for Health Security and Biopreparedness	\$19.8 million	ASPR
International Health Security Network	Pending \$14.4 million	CDC
Nebraska Infection Control Assessment & Promotion Program	\$2.6 million	CDC
Nebraska Antimicrobial Stewardship Assessment and Promotion Program	\$440,863	CDC
Regional Ebola and Special Pathogen Treatment Center	\$4.25 million	ASPR

## B. Emphasis areas

Given the complexities of technologies and expertise that are needed to respond to or prevent infectious disease events, we envision a center that is responsive to this complexity through research, training and advanced clinical capability. Thus, there are three domains which have been developed for the proposed GCHS: 1) Clinical Care and Research, 2) Infectious Disease Research, and 3) Education and Training for improved clinical care paradigms, best practice implementation, transport protocols, sterilization of materials post-exposure, and health system preparedness training. Combining these emphasis areas under the umbrella of one Center will advance the three areas by provision of resources and coordination to ensure that they function synergistically to achieve the common goal of maximizing the health security of our country’s citizens, the global community, as well as our warfighters who protect them.

### 1. Clinical Care and Research

**a. Clinical care** - As the Nebraska Biocontainment Unit (NBU) has done for the past 12 years, it will stand ready to respond to the next highly infectious disease crisis by maintaining a highly skilled staff who are well trained to care for patients with infectious diseases that are highly contagious. The NBU is a national asset with the designation as a preferred isolation care unit for the US Department of Health and Human Services, US Department of State, and the US Department of Defense. Through partnerships with these federal agencies that have a mission for advancing US health security, UNMC is able to showcase key clinical and research expertise to federal funders as well as participate in setting the national health security agenda.

**b. Quarantine care** - In addition to clinical care, UNMC has expanded our capability and national role in quarantine care through the establishment of a 20-bed quarantine unit located within the future iEXCEL building. This quarantine unit, funded in October 2016 through a \$19.8 million Assistant Secretary of Preparedness and Response (ASPR) award, will establish the only dedicated quarantine space in the US available for individuals exposed to high-risk pathogens. The National Center for Health Security and Biopreparedness Quarantine Unit has been funded until September 2020 with the option of 21 additional years of funding to maintain this critical national asset. Through establishment and operation of this unit, UNMC is positioned to be the nation’s leader in quarantine practice and research.

**c. National clinical trials network** – We have built upon lessons learned through the experience of caring for patients with Ebola by recognizing the need for a national clinical

trials network capable of rapid implementation of clinical trials for rare emerging infectious diseases. To avoid the experience of the 2014-2015 Ebola outbreak where investigational therapeutics with little or no clinical data were only able to be incorporated into clinical trials well into the outbreak, we have partnered with Emory University and New York Hospitals Corporation through NETEC to establish a national clinical trials network of biocontainment units. This network is led by the UNMC Institutional Review Board, which serves as the central IRB for the network, and the Associate Vice Chancellor for Clinical Research who co-chairs the network.

**d. International clinical trials** – With the establishment of the Global Infectious Disease Preparedness Network (GIDPN) (see section 3C below), we will be well positioned to coordinate clinical trials across the globe. Indeed, the partner GIDPN institutions will serve as ideal platforms to facilitate availability of experimental treatments and for clinical trials to test the efficacy of vaccines and other medical countermeasures. Initial discussions with Walter Reed Army Institute of Research (WRAIR), a leading group in the world to conduct global clinical trials, are currently underway to expand their reach of this effort.

## **2. Infectious disease research**

**a. Antibiotic development pipeline** - To address the demand for new antibiotics to fight the growing number of antibiotic-resistant pathogens, we have coordinated a consortium of UNMC and UNL faculty with interests and expertise in drug development. The goal here is to fill a void left by the pharmaceutical industry that has, in large part, abandoned the antibiotic development business. To fill this void, we propose to build a three-way partnership between the University of Nebraska, the pharmaceutical industry, and the federal government. The concept is that lead compounds identified by “Big Pharma” can be more effectively developed with funding from the federal government (particularly for drugs with significant infectious disease impact but limited fiscal impact for the sponsor) and the efficiencies of the GCHS antibiotic development pipeline.

**b. Vaccine development** - Researchers across the NU campuses have identified a variety of molecules that are being developed into the next generation of vaccines essential for the prevention of current and future infectious disease threats. Emphasis on growing our technical expertise in these areas will greatly enhance our capabilities in this field of study and reduce the time required to place these vaccines into clinical use.

**c. Biosensing/Diagnostics** - Biomedical engineers at UNMC and UNL are developing field-deployable devices that detect the presence of bacterial and/or viral pathogens in real time. Although the development of these devices are technically challenging because of the need for them to be both highly sensitive and specific for multiple pathogens, they are essential to provide early warning of the presence of deadly infectious agents. In addition, improved diagnostic methods will enhance the identification of the etiology of disease and provide better and more rapid information for the physician to act upon. Therefore, continued focus on building our strengths in this area will provide a tremendous asset to the DoD to protect our citizens and soldiers.

## **3. Infectious Disease Training & Education**

**a. National Training Programs** - The role that Nebraska Medicine and UNMC played in the treatment of Ebola patients highlighted the preparation and talent of our clinical team and was seen as a model for others to follow. Given the mandate from the federal

government to increase the preparedness of hospitals around the country to respond to future infectious disease events, we will continue to maintain an experienced clinical staff that is able to respond to future infectious disease events and participate in educational programs through National Ebola Treatment and Education Center (NETEC) and the National Center for Health Security & Biopreparedness (NCHSB) both at UNMC.

**b. International Training Programs** – We have recently established the Global Infectious Disease Preparedness Network (GIDPN) comprised of founding partners from multiple continents with demonstrable expertise and experience in the treatment of patients with highly infectious diseases, including the University of Nebraska Medical Center (United States), Tan Tock Seng Hospital (Singapore), University Hospital Clinic Frankfurt (Germany), National Medical Center (S. Korea), and Shanghai Infectious Disease Hospital (China). This group will be expanded with new members from other parts of the world to provide an international infectious disease training program, clinical response force, technical assistance workforce, and an ongoing global infectious disease forum for sharing information. Similar to the national training programs at UNMC, GIDPN partners will serve as centers of excellence in high-level isolation capable of offering expertise, training, and advancing infection control in surrounding regions. From an operational perspective, these coalition partners will also be able to facilitate “surge capacity” and advise each other on necessary steps to prepare for anticipated outbreaks in their respective parts of the world through exchange of clinical protocols and vaccine/therapeutic stockpiles. Ultimately, the GIDPN will create a much stronger first line of defense against the threat of infectious diseases through training, assisting in the design and development of BCU facilities, improving outbreak response, and promoting research.

**c. Bioinformatics Research Education Pipeline (BREP)** - To provide a pool of talented young scientists who are prepared to join the DoD workforce, the BREP program focuses on the training of individuals in the use of modern next-generation sequencing technologies for infectious disease research. Partnering with the IDeA Network of Biomedical Research Excellence (INBRE) program in Nebraska, which boasts a tremendously high success rate for mentoring students into biomedical research graduate programs, we have developed an unprecedented educational pipeline involving UNMC, the University of Nebraska at Omaha (UNO), and USAMRIID that is specifically targeted at increasing the number of individuals who are qualified to join the fight against infectious diseases. Similar to the INBRE program, the BREP will be comprised of both undergraduate and graduate level experiences. However, unlike INBRE, this program will be largely driven by research projects that are of interest to the DoD and will feature next-generation sequencing and bioinformatics experiments in laboratories conducting DoD-related research.

#### **4. Other Education Programs**

A new office of Assistant Vice Chancellor for Interprofessional Health Security Training and Education (no new funds) will link NSRI with existing UNMC training and academic programs to develop new health security training and education initiatives responsive to the needs of the DoD and other government agencies. This office will also train UNMC students, residents, and health care professionals from across the U.S. and around the world in certificate, masters and fellowship programs related to biocontainment and health security. NSRI is the only University Affiliated Research Center (UARC) with a medical mission to combat weapons of

mass destruction through an strategic partnership with the DoD through the United States Strategic Command (USSTRATCOM). The NSRI works with STRATCOM, a combatant command, and is legally allowed to operate in a sole-source capacity with the U.S. Government and the DoD. Additionally, an Indefinite Delivery, Indefinite Quantity (IDIQ) contract vehicle between NSRI and the U.S. government enables all government entities to not only sole-source NSRI (and therefore NU) but also allows for a rapid transfer of funds on the order of weeks to support quick response activities in support of the DoD and U.S. Government. As noted, since the 2012 creation of NSRI, the University of Nebraska has received \$43 million in programs, research and funding through NSRI. The relationship between NSRI and the Nebraska Biocontainment Unit displayed the potential of leveraging UNMC research and advanced clinical care to our state, the nation and the world through recent patient transport exercises with the Department of State and the DoD. NSRI has made it a major strategic initiative to bring training programs that have been developed within UNMC to the “warfighter” community as well as to work closely with UNMC to create cutting edge biopreparedness and “all hazards response training” programs to benefit response elements of the federal government. The NSRI strategic initiative for training programs will benefit significantly from the establishment of a single UNMC point of coordination and vision to support development of these “warfighter” training programs.

## **II. Need and Demand for Center**

In 2014, West Africa experienced the largest Ebola virus disease (EVD) outbreak on record. Unlike many smaller preceding outbreaks, this particular outbreak spread to multiple African countries and urban areas, causing more than 28,000 human cases and over 11,000 deaths. EVD has a mortality rate of 50-90% and is very infectious, as shown by healthcare workers in Dallas and Spain who contracted the infection. New dangerous infectious agents (SARS, Ebola, monkey pox, avian influenza, Middle-East respiratory syndrome (MERS), etc.) emerge annually and in an era of global air travel could be easily transported to anywhere in the US at any time. In addition to the initiatives already underway, there are a multitude of opportunities for research, education, and training, from civilian and Federal collaborators, which have arisen that would benefit from a more formalized organizational structure. The GCHS will provide for the support of this collaborative team, with an organizational and financial infrastructure that will help to ensure its effectiveness for these collaborative opportunities as well as its long-term viability.

## **III. Adequacy of Resources**

There are many existing resources and developing resources (the GCAIL building) that will further expand capacity to address aspects covered by this broad area of research, education and clinical care protocols. Overall, the existing faculty, staff, and resources are outstanding, although they will grow as our national funding increases. These resources are outlined below.

- *Faculty and Staff* – There are already a number of faculty working in the three emphasis areas within the GCHS. The team that would comprise the clinical arm of the GCHS currently consists of individuals spanning UNMC’s Colleges of Public Health, Medicine, Dentistry and Nursing, as well as Nebraska Medicine. The infectious disease research arm of the GCHS would be comprised of clinicians from UNMC’s College of Medicine, basic science researchers from UNMC’s Colleges of Medicine and Pharmacy, as well as



UNL's Colleges of Arts & Sciences and Engineering. All of the individuals who would participate in GCHS activities are already in place (no funds for personnel are requested).

- *Clinical Facilities* - The 10-bed NBU is a self-contained unit, which includes a nursing station, locker room, office, laboratory, supply rooms, and storage, utilized for patient care, training, and research. A 20-bed observation unit with additional office space will soon be available for high-risk exposures. The Nebraska Medicine system serves as substantial support.
- *Research Facilities* - The bulk of the infectious disease basic science research to be performed by the GCHS will be conducted within the Durham Research Center and Center for Drug Development facilities on the UNMC campus. In addition, the GCHS will foster existing partnerships with researchers on the UNL campus including the Department of Chemistry who already has strong collaborative relationships in antibiotic development, as well as the College of Engineering where several key collaborative teams have engaged in the development of new biosensor technology.
- *Training Facilities* - The iEXCEL building will have 30,000 square feet of space dedicated to GCHS activities, divided into quarantine space and training facilities. The training facilities will include a full biocontainment unit, with state-of-the art simulation features, to support local and national trainings.

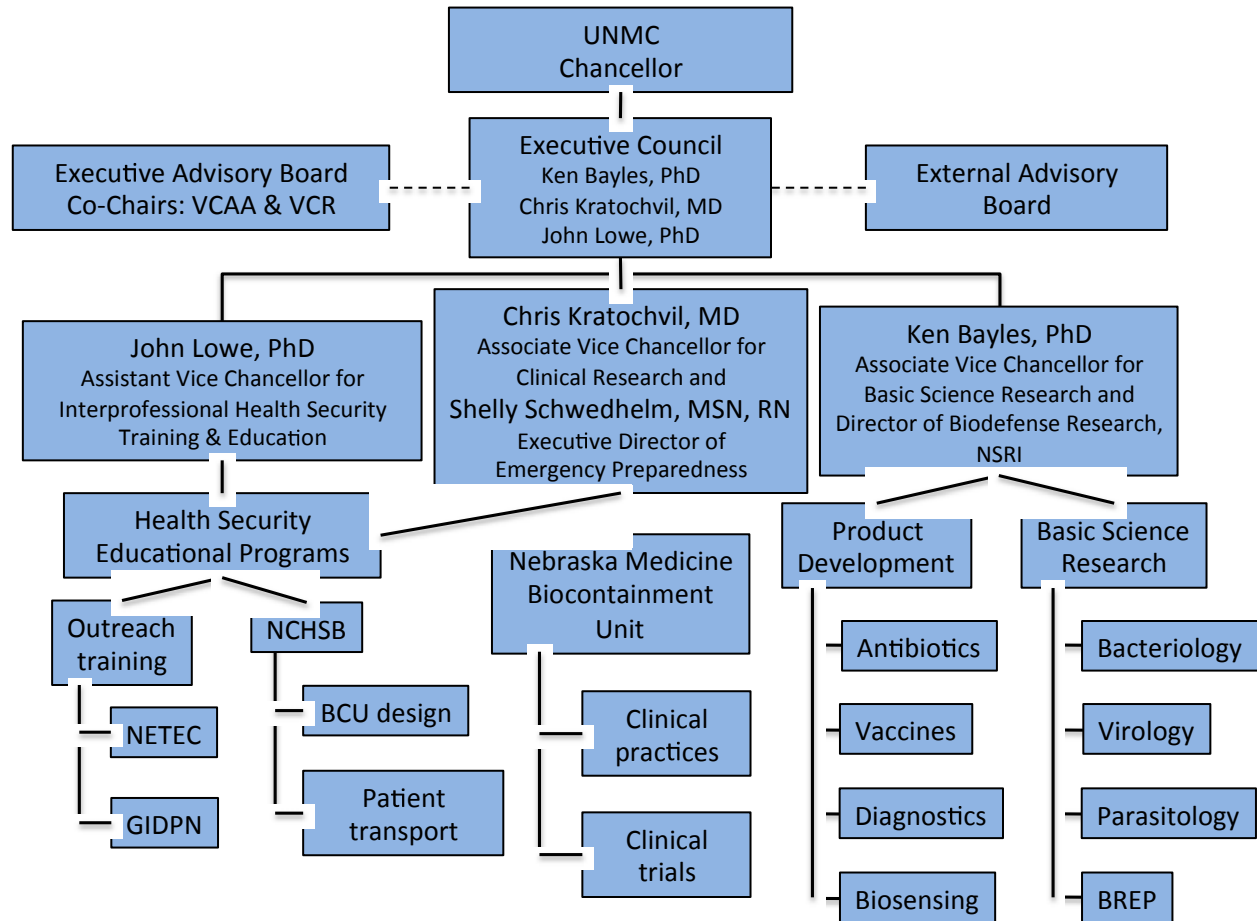
*Additional Facilities Needed* - Dedicated centralized office space available in current/planned space for GCHS leaders and GCHS operations will greatly enhance communication and overall success of the Center.

*5-Year Budget Projections* - Nebraska Medicine supports the ongoing physical space expense of the NBU, which is approximately \$200K annually for preventative maintenance of the space and equipment as well as the training of the team. The iEXCEL floor has overhead and maintenance built into the current budgets with ASPR. Currently our main source of revenue is from federal grants and contracts, which are for durations ranging from the next 1-5 years including: 1. Awarded - Regional Ebola and Special Pathogens Treatment Center \$4.25 million 5 years, National Ebola Training and Education Center \$24 million 5 years with \$8.3 million direct, National Center for Health Security and Biopreparedness \$19.8 million for 5 years with 21 optional 1-year extensions; 2. Submitted Pending Notice of Award - International Health Security Network \$14 million for 5 years. Any new academic program developed will have to go through the regular review processes that identify sources of funding. It is anticipated that contracts with national and international agencies and tuition generated from course work will enable capacity building for these programs without need for any new state dollars.

#### **IV. Organizational Structure and Administration**

The GCHS will be co-directed by an Executive Council comprised of the Associate Vice Chancellor for Clinical Research at UNMC and Vice President for Research at Nebraska Medicine (Chris Kratochvil, MD), the Associate Vice Chancellor for Basic Science Research at UNMC and Director of Biodefense Research at NSRI (Ken Bayles, PhD) and Assistant Vice Chancellor for Interprofessional Health Security Training and Education (John Lowe, PhD). These three individuals will serve as co-directors, along with Shelly Schwedhelm, MSN, RN who serves as the Nebraska Medicine Executive Director of Emergency Preparedness, providing oversight of the GCHS (Fig. 3).

**Figure 3.** Global Center for Health Security organizational chart.



VCAA- Vice Chancellor for Academic Affairs  
 VCR- Vice Chancellor for Research  
 NSRI- National Strategic Research Institute  
 NCHSB- National Center for Health Security & Biopreparedness  
 NETEC- National Ebola Training & Education Center  
 GIDPN- Global Infectious Disease Preparedness Network  
 BCU- Biocontainment Unit  
 BREP- Bioinformatics Research Education Pipeline

- Chris Kratochvil, M.D.**, Associate Vice Chancellor for Clinical Research at UNMC and Vice President for Research at Nebraska Medicine. Dr. Kratochvil serves as co-PI of the National Ebola Training & Education Center (NETEC) as well as the National Center for Health Security & Biopreparedness (NCHSB), will provide oversight for the clinical research and practices of the Center, along with the Medical Directors of the NBU, Dr. Angela Hewlett (UNMC COM) and Dr. Ted Cieslack (UNMC CoPH), and the Executive Director of the NBU, Shelly Schwedhelm of Nebraska Medicine. John Lowe, PhD (UNMC CoPH) serves as coPI for NETEC & NCHSB, as well as the Director of

Research and Development for the NBU. Additional current related appointments/roles include: Manager of the NBU (Kate Boulter, RN), Lead NBU Nurse (Angie Vasa, RN) and Educational Specialist with a special emphasis on personal protective equipment (Beth Beam, RN, PhD).

- **Ken Bayles, Ph.D.**, Associate Vice Chancellor for Basic Science Research at UNMC and Director of Biodefense Research at NSRI. Dr. Bayles will oversee the basic science and translational aspects of infectious disease research associated with the GCHS. As the Director of the Center for Staphylococcal Research (CSR), he has a great deal of experience coordinating the research activities of a diverse collection of scientific expertise and as a result has been awarded two \$11 mil program project grants to support the research of the CSR. GCHS research activities will be coordinated with the cooperation of several leaders on the UNMC and UNL campuses, including Dr. Courtney Fletcher, Dean of the College of Pharmacy (UNMC), Dr. David Berkowitz, Endowed Professor in the Department of Chemistry at UNL, Dr. Paul Davis, Associate Professor in the Department of Biology at UNO, and Dr. Lance Perez, Interim Dean of the College of Engineering at UNL.
- **John Lowe, Ph.D.**, Assistant Vice Chancellor for Interprofessional Health Security Training and Education. Dr. Lowe will oversee the training components of the GCHS. In his role as Assistant Vice Chancellor for Interprofessional Health Security Training and Education, he will advise and assist the Chancellor and the Vice Chancellor of Academic Affairs, the Vice Chancellor for Research as well as provide leadership to the academic and academic-related units of the university delivering health security training and education. Among the many responsibilities of the position, the Assistant Vice Chancellor for Interprofessional Health Security Training and Education:
  - oversees Health Security academic planning, academic program review and curriculum development
  - oversees Health Security academic-related program planning, review and curriculum development
  - maintains liaison with other campuses of the University of Nebraska system and with such external groups as the Legislature of the State of Nebraska, U.S. Centers for Disease Control and Prevention and the U.S. Assistant Secretary of Preparedness and Response.
  - supervises the existing health security training programs of the University of Nebraska Medical Center, provides overall coordination of campus resources to advance these programs, evaluates and approves training program needs and recommendations for faculty hiring. Existing health security training programs include the National Ebola Training and Education Center, the National Center for Health Security and Biopreparedness and the GIDPN.
  - facilitates the creation of new training programs through coordination of campus resources to develop these programs, evaluates and recruits contributing faculty from all academic units to fulfill training program needs
  - supervises budget preparation for the academic and academic-related health security programs, allocating and reallocating funds and resources to and from these programs.
  - provides leadership in creating and maintaining academic standards and policies

- **Shelly Schwedhelm, M.S.N., R.N., NEA-BC** is the Executive Director of Infection Prevention, Emergency Preparedness and the Nebraska Biocontainment Unit (NBU) at Nebraska Medicine. Ms. Schwedhelm will lead efforts to maintain NBU readiness and support all grants by providing program leadership within Nebraska Medicine to identify subject matter experts and provide clinical and operational support for education and training.

The co-directors will meet twice weekly, with decisions routinely made by consensus, as has been effective in their collaborations to date, but if necessary a vote with decisions made by simple majority will be utilized. An Executive Advisory Board will be chaired by The Vice Chancellor for Research and the Vice Chancellor for Academic Affairs, with the UNMC Deans, Munroe Meyer Institute Director, Fred & Pamela Buffet Cancer Center Director, NSRI Executive Director, Nebraska Medicine Chief Medical Officer, and Associate Vice Chancellor for Interprofessional Education and Experiential Learning serving as members. Additionally, an external advisory board will provide input and guidance from experts both domestically and internationally.

## **V. Partnerships with Business**

Members of the proposed leadership of GCHS have already collaborated with a number of businesses and more partnerships are planned with the approval of the Center. Some were involved in providing product for clinical trials (e.g. Chlorodysis, Steris), and some for product testing and development (e.g. 3M, Bioseal, ILC Dover, DuPont). There have been some collaborations with contractors for new grant development as well. The success of the NBU clinical care of patients with EVD has drawn the interest of many businesses already working in emerging infectious diseases. In addition to these interactions, significant business partnership involves establishing the antibiotic development pipeline that would entail collaborations between UNMC, UNL, the pharmaceutical industry, and the federal government to develop new, desperately needed antibiotics. Recent opportunities with Nanotherapeutics, Inc. have arisen where we have proposals pending to establish a partnership with them to develop therapeutics against biodefense agents.

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

Education and Training for personnel from other higher education institutions around the world will be one of the hallmark programs of the Center. In a sense the Center is already doing this because the leadership of the proposed GCHS has already hosted hundreds of individuals from 137 health systems and agencies as they received their training at UNMC, including Harvard, Duke, and Johns Hopkins, as well as international public health units. NBU leaders have traveled to support CDC and ASPR in providing on-site technical assistance to numerous medical centers across the US. The GCHS will continue to play a major role in the NETEC, with one of the expectations that we will help provide teams to conduct site visits in each of the 50 states, with the U.S. Regional Ebola Treatment Centers visited annually. The CDC and ASPR recently expanded the expectations of the NETEC to develop a research network with standing protocols and resources to include all 10 regional Ebola Treatment Centers. GCHS will be actively involved in this expectation. In addition, we have formed a coalition of 47 academic institutions from around the country for the purposes of vetting the site visit metrics,

collaborating on best practices related to development of Ebola Treatment Centers and collaborating on publications. In addition, although we have already established several collaborative relationships with academic institutions as we develop the GIDPN, it is anticipated that numerous additional international collaborations will be developed as this network expands. With this Center, providing tours, workshops, and other education programs can be better coordinated through one portal and one common organizational structure.

## **VII. Constituencies to be Served**

Being a leader in treatment and prevention of highly infectious diseases means the citizens of Nebraska will benefit first. They will have direct access to NBU resources, for both the health care and training that will be available. The Center will also be providing training to health care groups and educational institutions around the country, be part of the conversation of national health security, and work with other governments and international health organizations to prepare for the next epidemic. So citizens around the world will benefit as well as our health preparedness teams, CDC, US Department of State, and other governments from the existing as well as planned international infrastructure. In addition, GCHS (through its partnership with NSRI) will serve a wide range of constituencies with interests in biodefense research including the Department of Defense, the State Department, and the Department of Homeland Security.

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

Specific anticipated outcomes include the development and maintenance of UNMC & Nebraska Medicine personnel and resources: (a) to retain our position as a national leader in biopreparedness patient care and training; (b) to assist the CDC and ASPR in developing a network of hospitals capable of caring for hazardous infectious disease patients, including implementing clinical trial protocols and new diagnostics; (c) to advance the science of biopreparedness; and (d) to conduct basic science research that will lead to more effective detection, and therapeutics for prevention, and treatment of highly infectious diseases.

Our specific measures of success will include: 1) growing sponsored projects by national and international agencies to support and expand the work of the GCHS; 2) meet the goals and objectives defined by existing funding, such as NETEC; 3) expanding the role of University of Nebraska and NSRI in international collaborations around biopreparedness and highly infectious disease research as indicated by requested site visits and annual reports to Federal agencies, international agencies and other governments.

## **IX. Centrality to Role and Mission of the Institution**

UNMC and Nebraska Medicine have a shared mission: *Our mission is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care.* The leadership of the GCHS has, through its collective efforts to date, already contributed substantially to this mission by leading the world in the care of patients with highly infectious diseases, developing and implementing advanced educational opportunities both in person and electronically through initiatives such as Apple iTunes University, and through innovative research on biodefense pathogens. Overall, the formation of this Center will help to provide better synergy between the three pillars of this mission, strengthening these programs overall, while extending the collaborations more fully throughout the University of Nebraska system.

## **X. Potential for the Program to Contribute to Society and Economic Development**

We are reminded almost daily of the threat of highly infectious diseases, including bioterrorism. Naturally occurring emerging infectious diseases with pandemic potential can have devastating consequences on society. The economic costs of infectious diseases the country is ill-prepared for, such as Ebola, can be astronomical. In addition, the public's response to the Ebola cases in Dallas caused widespread societal fears. Maintaining the University of Nebraska as a leader in the fields of infectious disease research and biocontainment care in the world has already been an important contribution to society, and as it spins off potential businesses and grows research in the state, has direct economic benefits, as well.

The successes and national attention of the NBU in caring for the patients with Ebola resulted in significant national and global recognition for UNMC, the University of Nebraska, and the State of Nebraska. We believe that combining this attention with the unique opportunities provided by NSRI in biodefense research represents a powerful and unique resource that will attract multiple grants and contracts, thus, stimulating economic development in Nebraska.

## **XI. Consistency with the Comprehensive Statewide Plan for Postsecondary Education**

The proposed Center will sponsor education and training at all levels, K-12 (High School Alliance and potential simulation center activities), undergraduate and graduate students interested in infectious disease, drug development, bioinformatics, among other topics; post-doctoral and faculty, including potential workshops for science teachers through the iEXCEL programs, as well as workforce development with training activities at the iEXCEL facility for emergency and other health care workers and public servants in Nebraska. Having the Center and the grants it administers will help attract other researchers, teachers and trainees interested in the clinical and basic science aspects of highly infectious diseases to Nebraska to participate in this effort. It addresses a number of the goals outlined in the Comprehensive Statewide Plan for Postsecondary Education as developed by the Coordinating Commission for Postsecondary Education.

The proposed Center, and the Leadership structure of the GCHS, is first and foremost a collaborative effort involving many entities, including multiple colleges in UNMC and UNL, and the clinical enterprise of Nebraska Medicine, addressing a goal outlined in Chapter 5 of the Plan. We have already been partnering with leading academic institutions throughout the country in our training efforts, and partnering with other states in our region and beyond.

We are also directed to the goals of Chapter 1 of the Plan, higher education for Nebraska's future, since our primary focus has now shifted from care of Ebola patients to education of academic health centers throughout the country based on our experience. The devised education plan is specifically designed to build a future network of specialized units. In addition, the Bioinformatics Research Education Program (BREP) described above is a great example of the postsecondary education opportunities the GCHS provides to Nebraska students as this program gives unique access to biodefense research, including hands-on research opportunities within the world-renowned US Army Medical Research Institute of Infectious Diseases (USAMRIID).

March 17, 2017

Susan Fritz, PhD  
Executive Vice President and Provost  
134 Varner Hall  
University of Nebraska

Dear Provost Fritz:

Please find attached, an application for a new Global Center for Health Security at UNMC, in collaboration with Nebraska Medicine, NSRI, UNL College of Engineering, and UNO College of Arts and Science.

The intent of the GCHS is to build the University of Nebraska's health security and biodefense capabilities in clinical care, education, training, clinical research (both domestically and internationally), and basic science research in infectious diseases and to maximize the opportunities through the National Strategic Research Institute (NSRI). Enhancing these capabilities by building an organized framework of pre-existing capabilities will advance the larger mission to counter weapons of mass destruction (WMD) and emerging infectious disease (EID). Many of these initiatives are already active and successful independently, but if integrated into a centralized framework a more systematic and organized approach would provide synergy and efficiency.

We thank you very much for your forwarding to the CAOs and then the BOR and look forward to hearing back from you. I will be happy to answer any questions you may have.

Sincerely,



H. Dele Davies, MD, MS, MHCM

Cc: Chancellor Jeffrey Gold  
Dr. Kenneth Bayles  
Dr. John Lowe  
Dr. Christopher Kratochvil





NATIONAL STRATEGIC RESEARCH INSTITUTE  
at the University of Nebraska

February 28, 2017

The National Strategic Research Institute is one of only thirteen University Affiliated Research Centers in the United States supporting Department of Defense and other Federal Agencies. The responsibilities of this Institute address a broad range of Countering Weapons of Mass Destruction (CWMD) threats to our US National Security. These threats include nuclear, chemical, biological, radiological, and a host of infectious diseases that could be potentially weaponized to kill or reduce the readiness of our military forces or first responders. Our affiliation with the University of Nebraska requires significant collaboration with the breadth of academic and research scientist across the Colleges and Departments. These include education, training, analysis, knowledge enrichment, basic research, technology development, engineering of rapid, accurate, and highly efficient bio-agent identification, sensing technologies incorporated or integrated with autonomous and adaptive sensor networks for various applications, and threat assessment tools for identifying emerging threats whether naturally occurring or man-made. The extreme environments imposed on our warfighters and first responders requires us to provide solutions to the challenges of how to protect, respond, prevent, and restore personnel health and infrastructure after any or all potential WMD occurrences triggered by human or natural disasters.

The synergistic capabilities created by the formation of the Global Center for Health Security highly complements the research and mission responsibilities of the NSRI. The University of Nebraska Medical Center's capabilities in the areas of antibiotic discovery, vaccine development, bio-sensing, diagnostics, and robust infectious disease research has directly benefited the biodefense mission of the NSRI, Department of Defense, Department of Homeland Security, Department of State and other federal agencies. We believe the integration of capabilities represented by the GCHS will maximize the effectiveness and efficiency of our responses to the requirements of our contracting sponsors. Being able to leverage GCHS to rapidly determine and define the research, training and advanced clinical capabilities will further streamline our ability to capture the most talented, qualified and available scientific researchers to meet their requirements.

I strongly endorse the objectives and intent of the Global Center for Health Security, and appreciate the continued commitment by the University of Nebraska Medical Center in its initiatives to improve the coordination and leadership response in these areas that are so critically important to our national security.

A handwritten signature in black ink that reads 'Robert C. Hinson'.

Robert C. Hinson, Lt Gen (ret)  
Executive Director  
National Strategic Research Institute



14 March 2017

Dr. Bayles,

I am writing to express my sincere and authentic support for your proposal to establish a new University of Nebraska Center entitled the Global Center for Health Security (GCHS). The focus of this center is of international and national importance and builds on strengths on several University of Nebraska campuses. As you are aware, the expertise in the College of Engineering spans many areas that complement the goals and objectives of this Center, including biological agent detection technologies, such as rapid diagnostics and biosensing, surface technologies that resist contamination/colonization with bacterial and viral pathogens, and innovative architectural approaches for the design of next-generation biocontainment facilities. I believe that the goal of the GCHS to focus efforts on Department of Defense (DoD) opportunities identified by the National Strategic Research Institute (NSRI) will stimulate the communication of DoD-related projects, foster collaborative, inter-campus research projects that have a DoD focus and, ultimately, help to maximize the potential of the College of Engineering in this area. Thus, I would be pleased to assist in this effort as needed.

Thank you for your efforts to foster collaborative interactions between campuses, and I wish you the best of luck as you develop the Global Center for Health Security.

Sincerely,



Lance C. Pérez, Ph.D.  
Professor of Electrical and Computer Engineering  
Interim Dean, College of Engineering

March 22, 2017

Dear Dr. Bayles:

I am writing this letter to offer my support for the creation of the Global Center for Health Security (GCHS). The University of Nebraska Omaha has been involved in a variety of projects associated with the National Strategic Research Institute (NSRI) and it is clear to me that the overarching mission of the GCHS to coordinate the capabilities and expertise on our campuses would greatly enhance the research and educational opportunities that this UARC provides. As you are well aware, one of the programs described in the GCHS proposal involves the creation of the Biodefense Research Education Pipeline (BREP), an educational program that provides undergraduates at UNO and UNMC bioinformatics-based research opportunities with the US Army Medical Research Institute for Infectious Disease (USAMRIID), the premier high-containment research facility in the world. This program, which features the transitioning of students from UNO, to UNMC, and then on to USAMRIID, underscores the power of coordinated activities provided by the GCHS. Overall, I am confident that the GCHS, with its partnership with NSRI, will foster additional DoD-related research opportunities here at UNO.

Sincerely,



Scott D. Snyder, Ph.D.

Chief Research Officer  
University of Nebraska  
Omaha

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President  
Nebraska Applied Research  
Institute  
University of Nebraska Omaha

Interim Executive Director  
Peter Kiewit Institute  
University of Nebraska

March 27, 2017

Kenneth W. Bayles, Ph.D.  
Associate Vice Chancellor for Basic Science Research  
Director, Center for Staphylococcal Research  
Department of Pathology & Microbiology  
University of Nebraska Medical Center  
985900 Nebraska Medical Center  
Omaha, NE 68198-5900

Dear Dr. Bayles:

With this letter, I enthusiastically support your efforts to establish the Global Center for Health Security (GCHS) here at the University of Nebraska, especially with the vision of creating a “drug development pipeline” as described in your proposal. As you know, the Department of Chemistry at the University of Nebraska-Lincoln has a strong track record in drug development and, therefore, could directly contribute valuable technical expertise to this project. In addition, our Department has long been served by a well-respected Industrial Advisory Board (IAB), composed of several prominent members from the pharmaceutical industry. I'm grateful that you were able to accept my recent invitation to summarize the GCHS proposal for the IAB at our Spring meeting, which will be held on Friday, April 21. I am convinced that the GCHS will serve as a valuable platform to support and foster collaborations between faculty member in the Department of Chemistry and UNMC. I therefore strongly support the creation of this new Center.

Best Regards,



Jody G. Redepenning  
Professor and Interim Chair  
Department of Chemistry  
University of Nebraska  
Lincoln, NE 68588-0304

(402) 472-5645

**TABLE 1: PROJECTED EXPENSES<sup>1</sup> - NEW ORGANIZATIONAL UNIT**  
**Global Center for Health Security at UNMC**

	(FY2018) Year 1		(FY2019) Year 2		(FY2020) Year 3		(FY2021) Year 4		(FY2022) Year 5		<b>Total Cost</b>
	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	<b>FTE</b>	<b>Cost</b>	
<b>Personnel</b>											
Training Faculty	14.2	\$1,071,316	16.0	\$1,438,144	21.8	\$1,823,177	21.5	\$1,785,890	21.5	\$1,785,890	\$7,904,417
Res. Faculty	3.3	\$443,123	3.3	\$443,123	3.3	\$443,123	3.3	\$443,123	3.3	\$443,123	\$2,215,615
Other Staff	8.5	\$507,433	8.5	\$507,433	6.5	\$409,427	2.5	\$162,170	2.5	\$162,170	\$1,748,633
Postdocs	2.0	\$133,568	2.0	\$133,568	2.0	\$133,568	2.0	\$133,568	2.0	\$133,568	\$667,840
Graduate students	7.0	\$151,100	7.0	\$151,100	7.0	\$151,100	7.0	\$151,100	7.0	\$151,100	\$755,500
Subtotal	35.0	\$2,306,540	36.8	\$2,673,368	40.6	\$2,960,395	36.3	\$2,675,851	36.3	\$2,675,851	\$13,292,005
<b>Operating</b>											
General		\$861,798		\$1,490,175		\$914,333		\$684,987		\$101,013	\$4,052,306
Equipment				\$9,844,400							\$9,844,400
Subtotal		\$861,798		\$11,334,575		\$914,333		\$684,987		\$101,013	\$13,896,706
<b>Total Expenses</b>		\$3,168,338		\$14,007,943		\$3,874,728		\$3,360,838		\$2,776,864	<b>\$27,188,711</b>

**TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES<sup>1</sup> - NEW ORGANIZATIONAL UNIT**  
**Global Center for Health Security at UNMC**

	(FY2018) Year 1	(FY2019) Year 2	(FY2020) Year 3	(FY2021) Year 4	(FY2022) Year 5	<b>Total</b>
	<b>Grant Funds</b>					
NETEC <sup>2</sup>	\$1,322,662	\$2,137,428	\$2,131,468	\$2,151,477	\$2,151,477	\$9,894,512
NBU <sup>3</sup>	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,250,000
NCHSB <sup>4</sup>	\$1,270,342	\$16,722,978	\$1,362,613	\$913,986	\$603,122	\$20,873,041
BREP <sup>5</sup>	\$108,000	\$108,000	\$108,000	\$108,000	\$108,000	\$540,000
CSR <sup>6</sup>	\$727,791	\$727,791	\$727,791	\$727,791	\$727,791	\$3,638,955
<b>Total Revenue <sup>7</sup></b>	<b>\$3,678,795</b>	<b>\$19,946,197</b>	<b>\$4,579,872</b>	<b>\$4,151,254</b>	<b>\$3,840,390</b>	<b>\$36,196,508</b>

<sup>1</sup> All anticipated revenue and expenses will be generated by designated grants and contracts. The proposed center will not require additional/new state funds.

<sup>2</sup> The National Ebola Training and Education Center is funded from 2015 through 2020 with a total of \$9,017,791 in direct funds to UNMC. It is anticipated that this grant will be renewed for funding in year 2021 and beyond.

<sup>3</sup> The Nebraska Biocontainment Unit is funded with \$4.25 million from 2016 through 2020. It is anticipated that this grant will be renewed for funding in year 2021 and beyond.

<sup>4</sup> The National Center for Health Security and Biopreparedness is funded through base award funds from 2016 through 2020 and has 21 additional years that may be funded on an annual basis.

<sup>5</sup> Funds to support the graduate students associated with this program are derived from existing NIH grants or from USAMRIID.

<sup>6</sup> The CSR is currently supported by an NIH program project grant, as well as several R01 grants. Funding in years 4 and 5 are dependent on the success of our competitive renewal applications.

<sup>7</sup> Total revenue in years 2 and 4 exceeds expenses as a result of subcontracts to collaborators outside of the NU system.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Amendments to the *Bylaws of the University of Nebraska-Lincoln*

RECOMMENDED ACTION: Approve amendments to the *Bylaws of the University of Nebraska-Lincoln*

PREVIOUS ACTION: None

EXPLANATION: Following a two-year long campus process involving Faculty Senate, the Academic Planning Committee, and the Association for the Students of the University of Nebraska, the University of Nebraska-Lincoln is amending its *Bylaws* to incorporate various housekeeping changes and organizational changes that have occurred on campus, including changes in leadership positions.

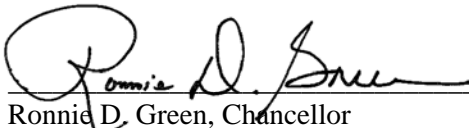
One is the change to the Senior Vice Chancellor for Academic Affairs, which is now the Executive Vice Chancellor and Chief Academic Officer and its reporting lines. Previously the Vice Chancellor of Research and Economic Development and the Vice Chancellor of Student Affairs reported directly to the Chancellor. Now the Office of Research and Economic Development is split with the Vice Chancellor of Research to report to the Executive Vice Chancellor, and the Vice Chancellor for Student Affairs now reporting to the Executive Vice Chancellor.

Faculty Senate approved the amended *Bylaws* on March 7, 2017, ASUN approved the *Bylaws* on March 15, 2017 meeting, and Chancellor Green provided his approval on April 3, 2017.

A red-lined version of the changes is attached.

COST: None

SPONSOR: Donde Plowman  
Executive Vice Chancellor & Chief Academic Officer

RECOMMENDED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: April 11, 2017

Bylaws of the

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~~BYLAWS~~

~~OF THE~~

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~~UNIVERSITY OF NEBRASKA-LINCOLN~~

~~Contains Amendments through July 2011~~

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CHAPTER I

~~STRUCTURE OF THE UNIVERSITY OF NEBRASKA-LINCOLN~~  
~~STRUCTURE OF THE UNIVERSITY OF~~  
~~NEBRASKA-LINCOLN~~

University of Nebraska-Lincoln

Final Campus Draft - April 14, 2017

*Draft Approved by Faculty Senate March 7, 2017*

*Draft Approved by Association of Students of the University of Nebraska March 15, 2017*

*Draft Approved by Chancellor, April 3, 2017*

Preamble.

The University of Nebraska-Lincoln, chartered by the Nebraska Legislature in 1869, is 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 role of the University of Nebraska-Lincoln as the primary intellectual and cultural resource for the State is fulfilled through the three missions of the University: teaching, research, and service.

Nebraska Revised Statutes Chapter 85 establishes the University of Nebraska-Lincoln. It defines the object of the University of Nebraska-Lincoln as affording students, and the residents of the Nebraska, the means of acquiring a thorough knowledge of the various branches of literature, science and arts. The University of Nebraska-Lincoln holds responsibility for operating comprehensive programs of undergraduate instruction, and primary responsibility for operating comprehensive programs of graduate, postgraduate, and professional instruction, research, and public service as authorized by the Board of Regents of the University of Nebraska, except in the health-related disciplines.

The Constitution of the State of Nebraska vests the general government of the University of Nebraska in the Board of Regents of the University of Nebraska, under the direction of the Nebraska Legislature. The Board of Regents prescribes academic policies for the University of Nebraska system in the Bylaws of the Board of Regents, adopted August 20, 1973 and subsequently amended. In exercising its authority, the Board of Regents delegates general authority to carry out the policies and directions of the Board to the President of the University of Nebraska, and through him or her, to the appropriate administrative officers, including the Chancellor and other senior administrative officers of the University of Nebraska-Lincoln, as provided in the Regents Bylaws. The Board of Regents exercises final authority and responsibility for University governance within the bounds fixed by the State Constitution and statutes.

These Bylaws shall establish the structure of the University of Nebraska-Lincoln.



University of Nebraska Lincoln Bylaws

Chapter 1.1

1. Structure of the University of Nebraska-Lincoln

1.1. Authority for University of Nebraska-Lincoln Organization. ~~In accordance with Sections 2.8 and 2.9 of the The Bylaws of the Board of Regents of the University of Nebraska adopted August 20, 1973 and subsequently amended (hereinafter referred to as Regents Bylaws),~~ the following structure is established for the University of Nebraska-Lincoln (hereinafter referred to as UNL). Reporting relationships not provided by the Bylaws of UNL (hereinafter referred to as ~~these~~the UNL Bylaws) or the Regents Bylaws shall be determined by the Chancellor of UNL ~~who~~(hereinafter referred to as the Chancellor). The Chancellor shall, in cases where the faculty ~~has~~or students have a primary interest, notify the ~~Academic~~Faculty Senate or the Association of Students of the University of Nebraska (hereinafter referred to as ASUN) in advance of any intention to ~~establish or alter~~modify such reporting relationships, ~~and, in cases where students have a primary interest, notify ASUN in advance of any intention to establish or alter such reporting relationships.~~ In accordance with Sections 2.8 and 2.9 of the Regents Bylaws.

~~1.2~~ ~~The Chancellor. The chief executive officer of UNL is the Chancellor whose duties, in addition to those prescribed in Sections 2.8 and 2.9 of the Regents Bylaws, shall include responsibility for public relations of UNL. In carrying out the duties prescribed in Sections 2.8 and 2.9 of the Regents Bylaws, and in these UNL Bylaws, the Chancellor shall appoint such staff as are necessary and are approved by the President and the Board of Regents; make provision for adequate communication among administration, faculty, and students; encourage joint planning and effort; and consult regularly with appropriate campus organizations and committees.~~

~~1.3~~ ~~Selection of the Chancellor. The Chancellor of UNL shall be selected in accordance with procedures outlined in Section 2.4.2 of these UNL Bylaws.~~

~~1.4 Interim Chancellor. In the event that the UNL Chancellor shall resign, be incapacitated, be on leave of absence, or otherwise be unavailable to perform the duties of the office, an Interim Chancellor shall be designated by the Board of Regents upon recommendation of the President. The Interim Chancellor shall have all powers, duties, and responsibilities of the Chancellor. When it becomes apparent that an Interim Chancellor is to be designated, the Vice Chancellors and the Presidents of ASUN and the Academic Senate shall immediately seek to consult with the President of the University on the selection of the Interim Chancellor. They shall inform the President if, in their reasoned judgment following consultation with appropriate representatives of their constituent groups, any person tentatively considered for the position is unacceptable.~~

1.2. Vice Chancellors, Administrative Officers.

1.2.1. Chancellor. The Chancellor shall be selected in accordance with Chapter II of the Board or Regents Bylaws and shall have the authority and responsibilities provided by those bylaws. The Chancellor shall be the chief executive officer of the campus and shall exercise such executive powers as are necessary for the proper governance of the University of Nebraska-Lincoln and for the protection and advancement of its interests in their entirety. The Chancellor shall enforce the regulations and orders of the Board and President and may issue policy memoranda that will be effective throughout the University of Nebraska-Lincoln. Prior to issuing such memoranda, the Chancellor will consult with the Faculty Senate Executive Committee and the ASUN Executive Committee. Such memoranda shall not be inconsistent with the Regents Bylaws or the UNL Bylaws.

~~1.8.1.~~ 1.2.2. Vice Chancellors. The Vice Chancellors shall report to the Chancellor, and shall be selected ~~according to~~ in accordance with the procedures ~~outlined in Section 2.4.2 of these UNL~~ detailed in the Regents Bylaws.

~~1.2.2.1. 1.5.1 Senior Executive~~ Vice Chancellor for and Chief Academic Affairs.

~~The Senior Vice Chancellor for Academic Affairs is the chief academic officer~~

~~for UNL and also~~ Officer. The Executive Vice Chancellor and Chief Academic Officer serves as the ~~executive officer for the Chancellor in intellectual and~~ academic leader for the campus with the mission of achieving excellence across all parameters. The Executive Vice Chancellor and Chief Academic Officer reports directly to the Chancellor, oversees all academic matters, except as provided in Section 1.5.2, ~~including personnel matters involving the academic administrative staff~~ 2.2.2, and the coordination of academic programs, of curricular change, and of budgeting for the academic programs. ~~As chief academic officer, the Senior Vice Chancellor has responsibility for~~ is the responsible authority in the absence of the Chancellor. In collaboration with the Academic Deans, the Executive Vice Chancellor and Chief Academic Officer will assure pursuit of excellence through oversight of undergraduate teaching and learning; research; creative activities and pursuits; student affairs; graduate mentoring; faculty development, promotion and tenure; resource allocation; strategic planning; and by developing, implementing, and providing leadership for UNL-wide innovative academic policies and practices. ~~initiatives that will be recognized as unique signature strengths.~~ As the chief administrative officer for Academic Affairs, the ~~Senior~~ Executive Vice Chancellor ~~for and Chief Academic Affairs~~ Officer shall be the principal adviser to the Chancellor in matters affecting faculty status, including recommendations for promotion, ~~continuous appointment, reappointment,~~ and nonreappointment, for all faculty personnel with the exception of personnel in the Institute for Agriculture and Natural Resources. The UNL academic deans, other than those in the Institute ~~for of~~ Agriculture and Natural Resources. ~~If the recommendation of the Chancellor and the Senior,~~ report directly to the Executive Vice Chancellor and Chief Academic Officer. Other entities led by the Executive Vice Chancellor and Chief Academic Officer include Student Affairs and the Vice Chancellor for Student Affairs and the Research and Economic Development and the Vice Chancellor for Research

and Economic Development, Academic Services and Enrollment Management (Office of Admissions, Office of the University Registrar, Scholarships and Financial Aid); Career Services; Education Abroad; Exploratory & Pre-Professional Advising Center; First-Year Experience & Transition Programs; International Student & Scholar Office; Jeffrey S. Raikes School of Computer Science & Management; Nebraska Educational Television; Online and Distance Education; Public Policy Center; Undergraduate Education Programs; and the University Honors Program. The Executive Vice Chancellor shall meet with the Faculty Senate at least once during the academic year.

Vice Chancellor for ~~Academic Affairs~~ differs from the recommendation of a dean or director with respect to matters of faculty status, the Chancellor shall so inform the President and the Board of Regents. The Senior Vice Chancellor for Academic Affairs is the official designated to implement actions of the Academic Senate taken in accord with Section 2.13.1(e) of the Regents Bylaws. The Senior Vice Chancellor for Academic Affairs shall serve as the principal administrative officer for UNL in the short-term absence of the Chancellor.

~~1.8.1.4.1.2.2.2. 1.5.2~~ Vice Chancellor for Agriculture and Natural Resources. The Vice Chancellor for the Institute of Agriculture and Natural Resources. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall be the chief administrative officer ~~for of~~ the Institute for Agriculture and Natural Resources; ~~The Vice Chancellor for the University of Nebraska Institute of Agriculture and Natural Resources~~ shall be responsible for providing leadership for all agricultural and natural resources affairs in the University of Nebraska as they involve the ~~Officeoffice~~ of ~~the~~ Chancellor of ~~UNLthe~~ University of Nebraska-Lincoln and the President and the Board of Regents of the University of Nebraska; ~~and~~. He or she shall coordinate agricultural, natural resources, and related matters of ~~UNLthe University of Nebraska-Lincoln~~. As senior agricultural and natural resources administrator in the University of Nebraska, the Vice Chancellor and the Chancellor of the

University of Nebraska-Lincoln shall, together ~~with the Chancellor,~~ provide advice and counsel to, ~~and~~ assist the President and ~~the~~ Board of Regents of the University of Nebraska in agricultural, natural resources, and related matters. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall serve as the executive officer for the Chancellor in all matters involving ~~the~~ personnel, budgets, and programs included within the Institute ~~for of~~ Agriculture Sciences and Natural Resources, including the academic programs of the College of Agriculture Sciences and Natural Resources, ~~provided that he/she.~~ The Vice Chancellor for the Institute of Agriculture and Natural Resources shall coordinate with the ~~Senior Executive~~ Vice Chancellor ~~for and Chief~~ Academic Affairs ~~shall be responsible for coordinating those academic programs with others at UNL in order~~ Officer to ~~provide for~~ ensure the consistency of academic policies ~~and,~~ procedures, and curricula throughout UNL. The Vice Chancellor for the Institute of Agriculture and Natural Resources shall be the principal adviser to the Chancellor in matters affecting faculty status, including recommendations for promotion, ~~continuous~~ appointment, reappointment, ~~and nonreappointment, non-~~ reappointment, for all personnel in the Institute ~~for of~~ Agriculture and Natural Resources. ~~If the recommendation of the Chancellor and~~ The Vice Chancellor ~~differs from for~~ the ~~recommendation~~ Institute of a dean or director, the ~~Chancellor~~ Agriculture and Natural Resources shall ~~so inform~~ meet with the ~~President and~~ Faculty Senate at least once during the ~~Board of Regents~~ academic year.

~~1.8.1.6.1.2.2.3.~~ 1.5.3 ~~Vice Chancellor for Business and Finance.~~ Vice Chancellor for Business and Finance. The Vice Chancellor for Business and Finance serves as the chief business and fiscal officer of UNL. The Vice Chancellor shall be responsible for the submission of budgets in proper form, for the administration of all budgets, accounting, and payroll, the receipt and

disbursement of all funds, supervision of accounting for all research and other grant funds, auditing, financial system development and the preparation of all financial reports as required by the Board of Regents, the State of Nebraska, and the U. S. government. The Vice Chancellor shall also be responsible for the administering of all capital construction projects, custodial and maintenance aspects of the buildings, grounds, and equipment of the Lincoln campuses and outstate activities, the procurement of all supplies and materials, all inventory functions, security and parking, non-academic personnel and fringe benefits, and all special business services. The business operations of all auxiliary enterprises of UNL shall be subject to approval by the Vice Chancellor for Business and Finance. He ~~or~~ she shall execute contracts and agreements as directed by the Board of Regents.

~~1.8.1.8.1.2.2.4. 1.5.4~~ Vice Chancellor for Student Affairs: The Vice Chancellor for Student Affairs serves as the executive officer in non-academic matters relating to student life at UNL. Within this context, this officer has a major responsibility for offering to the students educational, intellectual, residential, recreational, and cultural programs and for developing a climate of community on the campus. The Vice Chancellor shall also develop and administer a series of services aimed at supporting the academic mission of UNL. ~~Such services relate to admissions, records and registration, scholarships and financial aid. In those matters directly related to academic affairs, he/she shall be guided by decisions of the faculties of the various colleges in the exercise of their powers under Section 2.10 of the Regents Bylaws. Those agencies reporting to the Vice Chancellor for Student Affairs include Office of Multicultural Affairs, University Health Services, University Housing, Academic Services, Student Involvement, Nebraska Unions, the Office of Campus Recreation, Career Services Center, Services for Students with Disabilities, Greek Affairs, and Student Judicial Affairs.~~

~~1.8.1.10.1.2.2.5.~~ 1.5.5—Vice Chancellor for Research and Economic Development.

The Vice Chancellor for Research and Economic Development serves as the executive officer in matters relating to research at UNL, except as provided elsewhere in ~~Section 1.5.2~~ the UNL Bylaws. This officer shall have the responsibility for developing a productive climate for research throughout UNL, serving as liaison with State and Federal agencies, facilitating cooperative research with industry and other universities, fostering the transfer of UNL developed technology to commercial use and administering UNL-wide research related programs. The Vice Chancellor shall develop and administer policies for competitive grants and contracts through the Research Grants and Contracts Office and licenses and agreements ~~through the Office of Technology Transfer~~ as designated by the Vice Chancellor (currently NUtech Ventures). The Vice Chancellor will be responsible for policies related to indirect cost budgeting and allocation. Additionally, the Vice Chancellor shall encourage scholarly publication through the University Press and the acquisition and exhibition of scholarly collections through the University of Nebraska State Museum. The Vice Chancellor will administer University policies for such regulatory committees assigned to that office by the Chancellor.

~~1.6~~—~~The Colleges. Colleges at UNL shall be organized and governed subject to the provisions of Sections 2.10 through 2.11 of the Regents Bylaws. Deans of colleges shall be chosen in accordance with Section 2.4.2 of these UNL Bylaws.~~

1.2.2.6. —Vice Chancellor for Information Technology and Chief Information Officer. The Vice Chancellor for Information Technology and Chief Information Officer will lead overall strategic technology and data initiatives and operations at UNL. This includes campus-wide responsibility for aligning

academic and administrative information technology and data analysis efforts with institutional goals. This position also includes responsibility for recommending and implementing governance processes and performance metrics to ensure that information technology investments deliver high value in support of the campus mission. This position is responsible and accountable for providing the most effective, innovative and cost effective technology and data intelligence services for academic and administrative operations and new initiatives.

1.2.3. Colleges and Academic Units. Colleges and Academic Units at UNL shall adopt rules and policies governing the administration of their unit. Such rules and policies shall be published. Such rules and policies shall be consistent with the Regents Bylaws, the UNL Bylaws, and the rules and policies of any administrative unit of which it is a part. Rules and policies that may impact the status of students, faculty, or staff of the unit are effective only if approved by the requisite Vice Chancellor and the Chancellor. Each College shall adopt by-laws for its management and operation. Such bylaws shall become effective on approval of the requisite Vice Chancellor and the Chancellor.

~~1.8.1.14.~~1.2.3.1. The following colleges are established at UNL: The College of Agricultural Sciences and Natural Resources, the College of Architecture, the College of Arts and Sciences, the College of Business-~~Administration~~, the College of Engineering-~~and Technology~~, the Hixson-Lied College of Fine and Performing Arts, the College of Education and Human-~~Resources and Family~~ Sciences, the College of Journalism and Mass Communications, and the College of Law,~~and the Teachers College~~.

~~1.6.1~~ ~~Continuing Studies. For administrative and governance purposes, the Division of Continuing Studies shall be considered equivalent to a college, and the chief administrative officer shall be the Dean of Continuing Studies who shall report to the Senior Vice Chancellor for Academic Affairs. The Division of Continuing Studies of UNL shall assist in the planning and delivery of continuing education programs~~



~~and provide services to the part-time student clientele not in residence at the institution.~~

~~The Division of Continuing Studies may establish a revolving fund for tuition and fees to help defray the expenses of its program.~~

~~1.6.2 Graduate Studies. Graduate Studies at UNL shall be organized and conducted pursuant to the rules and bylaws of the Graduate College at the University of Nebraska. In accordance with Section 2.4.2, the Senior Vice Chancellor for Academic Affairs shall appoint a Dean of Graduate Studies who shall be responsible for coordinating and administering graduate-level programs and policies at the University of Nebraska-Lincoln. The UNL Dean of Graduate Studies, reporting to the Senior Vice Chancellor for Academic Affairs, shall also maintain a close liaison relationship with the Executive Dean of the Graduate College of the University of Nebraska. The governance of graduate programs that are principally lodged at UNL shall be by and through the graduate program committees and the UNL Graduate Council, in accordance with the authority delegated to these bodies by the Executive Graduate Council of the University-wide Graduate College.~~

~~1.6.3 Summer Sessions. The Summer Sessions shall operate as an integral part of a continuing year-round program at UNL. The Director of Summer Sessions, reporting to the Senior Vice Chancellor for Academic Affairs, shall have general responsibility for providing leadership and for developing and administering the Summer Sessions budget, instructional program, and activities program, subject to the provisions of Sections 1.5.3 and 1.5.4. The Director shall be responsible for administering policies recommended by the Summer Sessions Advisory Committee, composed of college deans and other appropriate administrative officers, and approved by the Chancellor.~~

~~Department chairs and deans of the colleges participating in Summer Sessions shall serve in their usual administrative capacities, including making recommendations for budget and program development and implementation.~~

~~Faculty members may participate in and receive compensation for Summer Session activities in accord with Sections 3.3.1 and 3.4.4 of the Regents Bylaws.~~

~~1.8.1.26.1.2.3.2.~~ ~~1.7~~—The Institute of Agriculture and Natural Resources. The Institute shall include the College of Agricultural Sciences and Natural Resources, Agricultural Research Division, ~~the Cooperative and Nebraska Extension Division, and the Conservation and Survey Division.~~ Governance of the Institute shall be by its faculty; and ~~each of the above units shall be headed by~~ a dean, director, or other chief administrative officer shall head each of the above units.

~~1.8.1.26.2.1.2.3.2.1.~~ ~~1.7.1~~—College of Agricultural Sciences and Natural Resources. Degree granting programs within the Institute shall be within the College of Agricultural Sciences and Natural Resources.

~~1.7.2~~—Agricultural Research Division. For administrative and governance purposes, the Division shall be considered equivalent to a college. Programs of research shall be administered through established departments or units within the Institute, departments within the College of ~~Human Resources~~ Education and ~~Family~~ Human Sciences, or other units of UNL, and through district research and extension centers.

~~1.8.1.26.6.1.2.3.2.2.~~ The Dean ~~and Director~~ of the Agricultural Research Division shall have administrative responsibility for developing and executing cooperative research program relationships with colleges, departments, and other units of the University of Nebraska, and with such other state and federal agencies, industries, and organizations as may be consistent with the most effective conduct of its program.

~~1.7.3~~—Cooperative Nebraska Extension ~~Division.~~ For administrative and governance purposes, ~~the Cooperate Nebraska~~ Extension ~~Division~~ shall be considered equivalent to a college. Programs of ~~the Cooperative Nebraska~~ Extension ~~Division~~ shall be administered through established departments or units within the

Institute, the College of Education and Human ~~Resources and Family~~ Sciences, or other units of UNL, district research and extension centers, extension program units and counties.

~~1.8.1.26.10.1.2.3.2.3.~~ ~~\_\_\_\_\_~~ The Dean ~~and Director~~ of the

~~Cooperative~~Nebraska Extension ~~Division~~ shall also have administrative responsibility for developing and executing cooperative extension programs concerning agriculture, natural resources, and human resources and family sciences with other units of the University of Nebraska, and with such other state and federal agencies, industries, and organizations as may be consistent with the most effective conduct of its program.

Graduate Studies. Graduate Studies at UNL shall be organized and conducted pursuant to the rules and bylaws of the Graduate College at the University of Nebraska.

~~1.7.4 \_\_\_\_\_ Conservation and Survey Division. The Division shall be responsible for developing knowledge and understanding relative to conservation and use of Nebraska natural resources as defined by statute. The Division is authorized to enter into agreements with local, state, and federal agencies as may be necessary to carry on cooperative surveys and investigations subject to the Regents Bylaws.~~

1.2.3.3. 1.8 \_\_\_\_\_ In accordance with these UNL Bylaws, the Executive Vice Chancellor and Chief Academic Officer shall appoint a Dean of Graduate Studies who shall be responsible for coordinating and administering graduate-level programs and policies at the University of Nebraska-Lincoln. The UNL Dean of Graduate Studies reports to the Executive Vice Chancellor and Chief Academic Officer. The governance of graduate programs that are principally lodged at UNL shall be by and through the graduate program committees and the UNL Graduate Council, in accordance with the authority delegated to these bodies by the Executive Graduate Council of the University-wide Graduate College.

~~1.8.2.1.2.4.~~ Academic Departments. The structure and administration of academic departments shall be in accordance with ~~Section 2.1 of the Regents Bylaws. In cases where a search committee is not utilized to select a department chair, pursuant to Section 2.4.2 of these UNL Bylaws, the dean shall rely heavily upon the advice of the departmental faculty in selecting a new department chair. Continuation of the appointment of a department chair shall be in accord with Sections 2.3.2.1 of these UNL Bylaws.~~ the Regents Bylaws.

~~1.9~~ Other Academic Units.

~~1.9.1~~ The University of Nebraska-Lincoln Libraries. The University of Nebraska-Lincoln Libraries report to the ~~Senior~~Executive Vice Chancellor ~~for and Chief~~ Academic Affairs Officer. The Libraries shall be headed by a dean who shall have administrative authority for all budget and personnel recommendations affecting all UNL Libraries except for the Law Library, which reports to the Dean of the Law College. ~~The Dean of Libraries shall be selected in accordance with Section 2.4.2 of these UNL Bylaws. The dean shall consult regularly with the Academic Senate.~~

~~1.8.8.1.2.5.~~ ~~\_\_\_\_\_~~ All collections purchased or owned by the UNL Libraries, including those housed in separate libraries, shall be a part of the UNL Libraries, under the supervision of the Dean of Libraries, except for the Law Library. Subject to the approval of the Chancellor, separate branch libraries may be maintained as part of the UNL Libraries to serve the particular needs of the departments, schools, colleges, or institutes. Regulations for all UNL Libraries shall be subject to approval by the Dean of Libraries.

~~1.9.1.1~~ ~~\_\_\_\_\_~~ ~~The~~ University Archives. The University Archives is the depository for University records having research or historical value ~~and includes~~. The Archives may hold the professional and personal papers of ~~members~~Members of the Board of Regents, members of the academic and administrative staffs, and records of faculty and student organizations that may be given to the University for preservation and use.

~~\_\_\_\_\_~~ No official University records shall be discarded or destroyed by any University officer or employee except as authorized by the ~~Regents~~Regent Bylaws, ~~any provision of these, the UNL~~ Bylaws, or by the Records Management Act.

~~1.8.8.6.1.2.5.1.~~ ~~\_\_\_\_\_~~<sup>1</sup> The University Archivist, reporting to the Dean of Libraries, is responsible for the identification and systematic transfer of inactive official records ~~to~~in the Archives.

~~1.8.10.1.2.6.~~ ~~1.9.2~~ ~~\_\_\_\_\_~~ Other Programmatic Units. The following are among the programs which have their own role and mission statements which include cooperation with academic programs at the University of Nebraska-Lincoln: UNL Art Galleries, University Press, and ~~the University of Nebraska-Lincoln Television.~~ Educational Telecommunications.

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<sup>1</sup> The Records Management Act is codified at Nebraska Revised Statutes 84---1201 – 84---1228.

~~1.8.10.2.1.2.6.1.~~ ~~1.9.2.1~~ The University of Nebraska—Lincoln Art Galleries. The ~~Galleries~~galleries shall be the depository of art objects ~~of art~~ belonging to UNL. ~~They shall be managed by Directors or~~ curators ~~or directors who shall prescribe regulations for their governance. These materials shall be made available for teaching, research, and interpretation,~~shall manage the ~~results of which shall be communicated to the University community and the general public through publication, interpretive display, and educational programming. The curator or galleries. The~~ director ~~or curator~~ shall be responsible for the acquisition, preservation, and care of all art ~~collections~~objects belonging to UNL and shall arrange for appropriate exhibitions. These materials shall be made available for teaching, research, and interpretation.

~~1.8.10.4.1.2.6.2.~~ ~~1.9.2.2~~ The University of Nebraska State Museum. The University of Nebraska State Museum reports to the Vice Chancellor for Research and Economic Development. The State Museum shall be the depository of the University for specimens and related literature documenting the natural history and cultural heritage of Nebraska, the Great Plains, and whatever other areas are deemed suitable. Said specimens shall be maintained as a public trust and curated and preserved in an appropriate Museum division. These materials shall be made available for teaching, research, and interpretation, the results of which shall be communicated whenever possible to the scientific community and general public through publication, interpretive display, and educational programming. The Director of Museums shall be responsible for the acquisition and care of all Museum collections and shall arrange for appropriate exhibitions.

~~1.9.2.3~~ ~~The~~ University of Nebraska Press. The University of Nebraska Press may publish scholarly works and works of historical and literary significance consistent with its

mission as an academic publisher and a major publisher of books about Nebraska and the Great Plains region. The Press will be administered by a Director consistent with the policies and procedures of the Board of Regents and in accordance with the provisions of the Regents Bylaws and statutes of the State of Nebraska. ~~The Director shall be responsible for the administration of the Press and shall be selected in accordance with Section 2.6 of these UNL Bylaws.~~

~~1.8.10.8.1.2.6.3.~~ ~~\_\_\_\_\_~~ The Press shall obtain copyright in the name of the Board of Regents of the University of Nebraska on all new titles published. Copyrights may be assigned with the approval of the Vice Chancellor for Business and Finance.

~~1.9.2.4 \_\_\_\_\_~~ ~~The University of Nebraska Lincoln Television. The University of Nebraska Lincoln Television program shall be headed by a Director who is administratively responsible for the programming, operation, and maintenance of UNL telecommunications facilities, and related activities such as the Great Plains National Instructional Television Library and Closed Circuit Instructional Television. The Director shall cooperate with the academic programs of the University in support of educational uses of the television medium.~~

~~1.10 \_\_\_\_\_~~ ~~Campus Wide Academic Committees~~

~~1.8.16.1.2.7.~~ ~~1.10.1~~ Academic Planning Committee. To facilitate performance of the duties of the Chancellor specified in Sections 2.8 and 2.9 of the Regents Bylaws and Section 1.2 of these UNL Bylaws, and to enable the faculty governing body to act upon matters specified in Section 2.12.1 of the Regents Bylaws, an Academic Planning Committee is hereby created.

~~1.10.1.1 \_\_\_\_\_~~ Membership. The Academic Planning Committee shall consist of ~~eighteen~~nineteen members as follows: (a) eight faculty members elected as provided by the ~~Academic~~Faculty Senate to staggered three-year terms. These members shall represent biological sciences;<sub>2</sub> business, education, and social sciences;<sub>2</sub> physical sciences;<sub>2</sub> and arts and humanities with no more than ~~three~~two from ~~a single~~

~~college~~each discipline area as defined by the Faculty Senate Syllabus of Campus Wide Committees; (b) one non-tenure track faculty member elected by the Faculty Senate from any discipline area to serve a three-year term, (c) one faculty member at large selected by the UNL Graduate Council to serve a three-year term; (e) two academic deans selected by the Chancellor to serve three-year terms; (e) a designee of the President of the Faculty Senate, who is typically the immediate past chair of the APC; (e) one undergraduate student as selected by the President of ASUN and one graduate/professional student as selected by the President of ASUN; (f) ~~the Director of Institutional Research and Planning for UNL who shall serve as secretary~~the Graduate Student Assembly; (g) the ~~Senior~~Associate to the Chancellor for UNL; (h) the Executive Vice Chancellor for Academic Affairs; ~~(h) and Chief Academic Officer~~; (i) the Vice Chancellor for the Institute of Agriculture and Natural Resources, and (j) the Vice Chancellor for Research ~~as an ex officio non-voting member.~~

~~1.8.16.4.1.2.7.1.~~ \_\_\_\_\_ and Economic Development. The Committee shall be comprised of eighteen members in any year in which a qualified non-tenure track nominee is not available and willing to serve. The Committee shall select its chair from among its faculty members. and the Graduate Council representative. All Committee members shall vote on all motions.

~~1.8.16.6.1.2.7.2.~~ ~~1.10.1.2~~ Responsibilities. The Academic Planning Committee is charged with the following responsibilities:

~~B.A.~~ \_\_\_\_\_ ~~A.~~ The Committee shall formulate and recommend to the ~~Academic~~Faculty Senate, to the Colleges, and to the Chancellor, goals for UNL in the areas of education (resident and extension), research, and service. These goals shall be coordinated with the responsibilities assigned to UNL as part of the structure under the control of the President of the University of Nebraska and the Board of Regents. The Committee shall engage in university-wide planning. The



Committee shall, from time to time, review ~~the~~all stated goals and recommend modifications when appropriate. The Committee has the responsibility to approve or disapprove all new and revised academic programs.

~~B.~~ The Committee shall recommend action to achieve the goals of UNL. In carrying out this duty the Committee shall recommend procedures whereby new and existing academic programs may be studied and evaluated on a continuing basis. This study and evaluation shall include, but not be limited to:

~~F.B.~~ ~~(i)~~ (i) the need for, and the goals of, the identified programs in terms of their relationship to the needs and goals of the State of Nebraska, the University of Nebraska, and the people affected by the programs; (ii) the resources available to meet the needs and goals identified in (i) above; and (iii) the resources not available, but necessary, to meet the needs and goals identified under (i) above.

~~(ii)~~ the resources available to meet the needs and goals identified in (i) supra;

~~(iii)~~ the resources not available, but necessary, to meet the needs and goals identified under (i) supra.

~~C.~~ ~~The Committee shall review with the~~ Chancellor or ~~the~~ appropriate Vice Chancellors ~~the Comprehensive Facilities Plan, the campus master land-use plan, and facilities needs~~ Chancellor shall review with the Committee relevant campus physical planning documents as they relate to academic ~~and support~~ program goals.

~~N.C.~~ ~~D.~~ In carrying out its duties, needs and education research and service goals, and the Committee shall ~~utilize all relevant information (including budget data) and expertise inside and outside the University of Nebraska~~ make recommendations.

~~E.~~ The Committee shall concern itself with ~~goals, needs, and resources for a future period as long as is prudent and reasonable in view of the information and advice available.~~

~~R.D.~~ ~~F.~~ The Committee is empowered to recommend approve or disapprove proposed new academic programs and changes in existing programs, including elimination. The Committee shall promulgate and follow procedures agreeable to the Academic Faculty Senate ~~and~~ ASUN, guaranteeing that, before and the Graduate Student Assembly. Before a change or elimination of a program is recommended, all persons connected to, or affected by, the program shall have access to all relevant information (including detailed budget data) and shall have an opportunity and a reasonable time to present data and opinions for the Committee to consider. In addition, the Committee shall ~~recommend~~ work with administration and affected parties to determine an effective date for implementation of program changes or elimination which will permit a reasonable period of time for persons to prepare for changes in, or elimination of, programs which affect them. In particular, notice of termination shall be in accord with Sections 4.4.2 and 4.12 of the Regents Bylaws. As particular reductions are considered, rights under academic tenure ~~should~~ shall be protected.

~~T.E.~~ ~~G.~~ Changes or elimination of existing programs shall include time and opportunity for existing personnel to qualify for a

position in another program within the University whenever this requirement will not materially interfere with UNL achieving in full measure the goals of education, research, and service.

~~1.8.16.9.1.2.7.3.~~ ~~1.10.2~~ Collegiate Academic Planning. The Academic Planning Committee shall encourage academic planning within the colleges and other units of UNL on a continuing basis through joint faculty-administrative-student action. The ~~Academic Planning~~ Committee shall ~~be represented on all Academic Program Review teams~~ receive and ~~shall comment on the review process~~ academic plans originating at the college-level and ~~visiting team report to the appropriate vice chancellor above, as available, and may provide feedback and recommendations.~~

~~1.2.7.3.1.~~ ~~1.10.3~~ Academic Program Reviews. The Academic Planning Committee shall be represented on all Academic Program Review teams and the representative shall provide a formal report to the Committee, including comments on the review process and visiting team report to the appropriate vice chancellor.

~~1.8.16.9.1.2.7.4.~~ Financial Exigency. Financial exigency is a bona fide situation of such serious and widespread proportions, caused by financial circumstances beyond the control of UNL, that normal operations cannot be maintained and UNL programs must therefore be significantly altered.

Financial exigency for UNL shall be declared by the Board of Regents based upon a recommendation by the Chancellor in consultation with President. The Chancellor's recommendation shall be made only after all relevant information bearing upon the problem has been made available to the Academic Planning Committee following the procedures described in the Procedures to be Invoked for Significant Budget Reallocations and Budget Reductions (Adopted by the

Academic Senate on December 8, 1992 and ASUN on February 10, 1993), and operating as the Financial Exigency Committee described in Regents Policy 4.2.11.

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~~1.8.16.9.4.1.2.7.4.1.~~ The Academic Planning Committee shall assist the Chancellor in seeking remedies for a financial exigency. Such remedies may include elimination of faculty, staff, and administrative positions. Recommendations by the Academic Planning Committee for such elimination shall be governed by the Procedures to be Invoked for Significant Budget Reallocations and Reductions. Persons affected by a declaration of financial exigency under Section 4.16 of the Regents Bylaws shall have the right to appeal to the appropriate grievance committee, or to the Academic Rights and Responsibilities Committee pursuant to Section 4.14 of the Regents Bylaws.

~~1.10.4 Teaching Council. The Teaching Council shall have major responsibility for the encouragement and support of efforts to improve instruction and learning at all levels at UNL. Funds appropriated specifically for improvement of instruction and learning and made available to the Council by the Chancellor shall be expended with the advice of the Teaching Council.~~

~~1.10.4.1 Membership. The Teaching Council shall consist of the Senior Vice Chancellor for Academic Affairs (or designee), the Director of the Teaching and Learning Center, two members chosen by the collegiate deans, six members appointed by the President of the Academic Senate from a list of nominees provided by the Committee on Committees, and four students appointed by ASUN, including at least one graduate student. Members shall be chosen in such a manner as to represent the spectrum of instructional programs at UNL as widely as possible, and no more than three members may be persons who hold administrative positions of department chair or higher.~~

~~1.10.5~~ ~~Research Council. The major purpose of the Research Council shall be to encourage and support research, scholarly activity and creative activity at UNL. The major functions and responsibilities of the Council are, thus, to promote the search for funds for support of research, to advise the Vice Chancellor for Research on research policies, programs and procedures, and to review all research policies, programs and procedures. The Vice Chancellor for Research shall regularly consult with the Research Council. The Council shall participate with the Vice Chancellor for Research in decisions affecting matters within the purview of the Research Council. The Council may recommend to the Chancellor and the Board of Regents summer research appointments for faculty members. The Council shall also be responsible for the distribution of funds allocated to it to support research, creative activity, and scholarly activity.~~

~~1.10.5.1~~ ~~Membership. The Research Council shall consist of twelve faculty members on Continuous Appointment whose research, scholarly activity, or creative activity is recognized at the national level. Three shall be selected from each of the following areas: biological sciences, physical sciences, social sciences, and humanities. Members shall be appointed by the President of the Academic Senate, in consultation with the Vice Chancellor for Research, to three-year staggered terms. Appointments shall be made from a list of nominees, designating at least two for each position, that is prepared by the Academic Senate Committee on Committees upon advice of the Vice Chancellor for Research. The Research Council shall elect one of the faculty members as chair. The Vice Chancellor for Research, or designee, shall serve as a non-voting executive secretary.~~

~~1.8.26.1.2.8.~~ ~~1.11~~ ~~Department of Intercollegiate Athletics. The Department of Intercollegiate Athletics shall be headed by a~~ A Director appointed by and reporting to the Chancellor and approved by the President and the Board of Regents shall head the Department of Intercollegiate Athletics. The Director is responsible for intercollegiate athletic programs, related service functions, and the maintenance and use of intercollegiate athletic facilities on the Lincoln campuses. The Director shall be responsible for compliance with all appropriate internal and external rules and regulations relating to intercollegiate athletics. In carrying out

his ~~or~~ her duties, the Director ~~consults~~ shall consult with an appropriate committee of the ~~Academic~~ Faculty Senate.

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## CHAPTER II

### GENERAL CONDITIONS OF

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### EMPLOYMENT FOR PROFESSIONAL STAFF

#### 2.1 ~~Standards.~~ Chapter 2

2. Standards. The faculty of each administrative subunit of UNL, in cooperation with the appropriate administrative officers, shall define the academic policies and objectives of their programs and the responsibilities of the professional staff, ~~as defined in Section 3.1.1 of the Regents Bylaws,~~ in achieving these goals, ~~as provided in the Regents Bylaws.~~ The standards of performance ~~so defined~~ by each individual subunit shall not ~~contravene~~ contradict those discussed in ~~Sections 2.1.1 and 2.1.2 below~~ these UNL bylaws. Any statements of expectations and standards established by any subunit shall be published and made available to all employees affected by them.

~~2.2.2.1.~~ 2.1.1 ~~Standards of Faculty Performance.~~ The overall standard for UNL is a faculty of the highest quality and dedication to higher education. The faculty as a whole must contribute to the ~~University's scholarly~~ University's tripartite mission of teaching, research, and service to the State of Nebraska and the University community, although ~~an individual a faculty member~~ an individual a faculty member may concentrate more in one individual area ~~than in others of the mission.~~

~~2.2.2.2.1.1.~~ 2.1.1.1 ~~Teaching Standards.~~ Faculty members whose responsibilities include classroom teaching are expected to maintain high academic standards. They must maintain competence in their respective fields through creative and scholarly activities. They must be willing to undergo responsible evaluation by peers and by students, and to be guided by the results ~~toward self-improvement of~~



such evaluations. They must conduct ~~their teaching themselves~~ in accordance ~~accord~~ with ~~Section 4.1 of any additional obligations provided by~~ the Regents Bylaws.

~~2.2.4.2.1.2.~~ ~~2.1.1.2~~ Research Standards. Faculty members whose responsibilities include research are expected to assemble the results ~~in~~ of their efforts in a publishable form. Scholarly and creative activities of the faculty that are not amenable to publication may result in performances, recitals, exhibitions, and similar activities. ~~Research and scholarly activities must be evaluated by one's peers.~~

~~2.2.6.2.1.3.~~ ~~2.1.1.3~~ Extension and Service Standards. Faculty members whose ~~duties~~ responsibilities include direct service to the state, such as extension work, are expected to keep ~~abreast~~ informed of current developments in their fields. They must be accurate and fair in their presentations to the public.

~~2.2.8.2.1.4.~~ ~~2.1.2~~ Standards for Administrative Performance. The administrator of any program is responsible for the effective operation of that program. It is the ~~administrator's~~ administrator's responsibility to work with the staff to establish realistic objectives for the program (that are in ~~harmony~~ congruence with the ~~total~~ overarching mission of UNL), and sound policies for realizing those objectives. Each administrator shall provide for annual evaluations of ~~his/her professional~~ their entire staff ~~and of any non-professional employees in the program~~. An administrator must demonstrate competence in personnel relations, in program development and operation, and ~~in~~ the management of funds.

~~2.4.2.2.~~ ~~2.2~~ Rights of Professional Employees.

~~2.4.2.2.2.1.~~ ~~2.2.1~~ Faculty Rights. ~~Faculty members.~~ Faculty Members are entitled to all rights provided in the Regents Bylaws, in these UNL Bylaws, and ~~in~~under applicable federal and state laws.

~~2.4.5.2.2.2.~~ ~~2.2.2~~ Administrative Rights. A person appointed to an administrative position shall be appointed as a special appointment, as ~~designated~~provided in ~~Section 4.4.1 of the Board of~~ Regents Bylaws. During such service, the person does not hold tenure as an administrator, but tenure attained pursuant to ~~Section 4.4.3 of~~ the Regents Bylaws shall remain unaffected by the appointment to an administrative position.

~~2.6.2.3.~~ ~~2.3~~ Evaluation of Professional Employees.

~~2.6.2.2.3.1.~~ ~~2.3.1~~ Faculty Evaluation. Pursuant to ~~Section 4.6 of~~ the Regents Bylaws, and these UNL Bylaws, each college, school, department, or division, as appropriate, shall establish a procedure for annual review of its faculty.

~~2.3.2~~ Administrative Evaluation.

~~2.6.6.2.3.2.~~ ~~2.3.2.1 Annual Evaluation.~~ Each administrative officer shall undergo annual ~~evaluations of~~ performance evaluations, conducted by ~~that officer's~~the officer's immediate superior. ~~Such evaluations shall include factual statements and opinions from a wide variety of sources within the campus community, including the appointee's superior or superiors, peers, subordinates, and students and faculty where appropriate. Either the appointee or the immediate superior may include facts and opinions from other sources.~~supervisor.

~~The results of the annual evaluations shall be used for professional improvement in performance, salary adjustment, and alteration of status including termination of the administrative appointment. The results shall be communicated to the appointee and shall be deemed confidential and subject to Section 1.4.4 of the Regents Bylaws and Sections 2.5 through 2.5.4 of these UNL Bylaws. The appointee shall be given the opportunity to respond in detail on the evaluation.~~

~~2.3.3~~ Cumulative Performance Review. Administrative positions differ in scope and responsibility and the procedures for cumulative performance reviews will vary accordingly. The cumulative performance review shall be conducted in accordance with the following principles, and standards of administrative performance ~~delineated, described~~ in ~~the~~these UNL Bylaws. These principles and standards will also apply to units other than academic units to ~~the~~whatever extent appropriate. The principles are:

~~0.~~ (1) The supervisor for each administrative officer subject to this policy shall establish the review period of each incumbent. Ordinarily the review period shall be five years, but review periods ~~for initial appointments may be a shorter period.~~ may vary as circumstances dictate. Individuals reporting to the incumbent should be made aware of the review period. In preparation for the review, the incumbent shall prepare a report ~~to~~for the supervisor of ~~(:~~ a) the incumbent's past and current objectives and the success in achieving ~~these~~such objectives, and ~~(b)~~ the incumbent's future objectives and proposed plan for achieving these objectives, including the officer's success in achieving diversity within the unit. (2) The report or a summary of the report will be made available to the faculty, students, and staff of the unit and to such others in a position to observe, evaluate, and offer information relevant to the incumbent's performance.

~~0.~~ (3) The supervisor shall solicit information and comments regarding the incumbent's performance from the faculty, students, and staff of the unit, and from such others in a position to observe, evaluate, and offer information relevant to the incumbent's performance. Each person shall be encouraged, on the basis of ~~those~~the aspects of performance that they have directly observed, to suggest how the incumbent could improve performance, to give examples of outstanding performance, and to comment on whether the incumbent should be retained in his or her administrative office. The information solicited towards this end will be collected anonymously. In

addition, the supervisor shall invite a representative committee of faculty from the incumbent's unit to provide a written analysis of the incumbent's performance.

~~2.— This information will also be collected anonymously.~~ Once the supervisor has collected and reviewed all of the information with the incumbent, the supervisor shall meet with the unit's representative committee. In that meeting the supervisor shall review the procedures utilized in conducting the evaluation, the scope of the supervisor's inquiry (including such information as the number of individuals from each group who participated in the evaluation, ~~),~~ and a listing of any other additional sources of information used in evaluating the incumbent's performance. ~~(Nothing in this section shall permit the supervisor to disclose the identity of any individual providing information or any information that may be confidential.)~~

~~In addition, if (4) If~~ the incumbent is reappointed, the supervisor shall discuss ~~with the committee~~ the goals and expectations ~~established with~~for the incumbent ~~to be accomplished during the incumbent's next term. In the event that.~~ If the incumbent is not reappointed, the supervisor shall discuss ~~with the committee the supervisor's~~their expectations ~~for~~of the incumbent's successor ~~with the committee,~~ and the characteristics to be sought in ~~the~~a successor.

~~2.6.6.14.2.3.2.1.~~ (5) The ~~evaluation and the decision whether or not to~~ ~~continue~~supervisor bears sole responsibility for evaluating the incumbent ~~in,~~ ~~or~~and is empowered to ~~reappoint~~decide whether the incumbent ~~to his or her~~ administrative appointment is the responsibility of the supervisor~~should be~~ ~~reappointed.~~ Reappointment of the incumbent following the periodic review requires a letter from the supervisor formalizing the action. The individuals who were invited to participate in the review will also be informed of the action.

~~2.8.2.4.~~ 2.4 — Selection of Professional Employees.

~~2.8.2.2.4.1.~~ 2.4.1—Selection of Faculty: The primary responsibility for filling an established vacancy on the faculty rests with the department, school, or division in which the vacancy exists. The faculty recommendation shall be forwarded from the department chair to the Dean or Director, to the ~~cognizant~~appropriate Vice Chancellor, and from the Vice Chancellor, ~~(with that officer's recommendation (if so recommended))~~ to the Chancellor. If a faculty recommendation does not receive ~~higher~~ administrative approval, the reasons for such a denial shall be reported to the department as provided in ~~detail pursuant to Section 2.10 of~~ the Regents Bylaws.

~~2.8.4.2.4.2.~~ 2.4.2—Selection of Administrators: The selection of administrative positions at UNL shall comply with the ~~intent of Section 2.1 of the~~relevant Regents Bylaws ~~setting forth the interrelationships of the Board of Regents, the Administration, the Faculty, and the Student Body and Section 2.5 of the Regents Bylaws specifically providing for selection of Chancellors, Vice Chancellors, Deans and equivalent positions.~~

~~2.5. 2.5~~—Major/Senior Administrative Positions:

~~2.9.1.2.5.1.~~ The administrative positions or their equivalents subject to this section ~~are~~includes: the Chancellor, the Vice Chancellors, College Deans, the Dean of Graduate Studies, the Dean of the Libraries, ~~the Dean of Continuing Studies~~, and the Directors of the Agricultural Research ~~Division, Cooperative Divisions, the Nebraska Extension Division, the~~ Conservation and Survey ~~Division, University Divisions, Nebraska~~ Educational ~~Television Telecommunications~~, and Intercollegiate Athletics.

~~2.11.2.6.~~ 2.5.1—Except for the Chancellor, whenever Vacancies in Senior Administrative Positions. When a vacancy occurs in any of the ~~above positions, within 90 days~~Senior Administrative Positions (except for Chancellor), the Chancellor or ~~the~~ Vice Chancellor

responsible for initiating the appointment shall establish a search advisory committee, which shall prepare a list of ~~acceptable and qualified~~ candidates. The name of the person recommended for the position must appear on the list.

~~2.11.2.2.6.1.~~ 2.5.2—Vacancies in Vice Chancellor or Dean Positions. Whenever a vacancy occurs in a senior administrative position at the level of ~~vice chancellor or dean, and assuming~~ Vice Chancellor or Dean, if the position is to be refilled, the appropriate selecting officer shall ~~promptly~~ appoint ~~an~~ a search advisory committee to assist ~~the selecting officer~~ in the search for suitable candidates to fill the position. ~~The size, composition of, and representation on each advisory committee~~ The selecting officer shall be determined by the selecting officer determine the size and membership of the search advisory committee in consultation with the ~~elected heads~~ leaders of ASUN and the ~~Academic Faculty~~ Senate, ~~provided that each.~~ The advisory committee shall include representatives ~~offrom~~ the principal constituencies ~~with which that~~ the position in question interacts administrator will oversee. The faculty members shall constitute a plurality of the committee. In making appointments to an advisory committee ~~of faculty and student representatives from within the major administrative unit of which the position in question is a part,~~ the selecting officer shall choose from lists ~~of~~ provided by the faculty and students ~~submitted by~~ through the ~~Academic Faculty~~ Senate and ASUN ~~respectively,~~ provided that each ~~such~~ list shall be prepared in ~~consultation~~ consult with the selecting officer and shall contain a number of ~~names~~ individuals which is at least twice the number the number of representatives that will be appointed to be chosen there the committee. With approval from the Chancellor, deviations to the outlined process are allowable for targeted searches or other reasonable situations.

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~~2.5.3~~ Actions of the Search Advisory Committee. The selecting officer shall designate one of the members of the search committee to serve as ~~its chair.~~ Chairperson of

~~the committee.~~ The committee shall develop rules of ~~procedures, procedure and~~ ascertain the nature of the position to be filled ~~and its~~ as well as the desired qualifications, ~~and shall make these matters, and for~~ the full position. The membership and procedures of the advisory committee, shall be made available to the public.

~~2.11-2.4-2.6.1.1.~~ ~~\_\_\_\_\_~~ A search advisory committee shall solicit and receive ~~suggestions and recommendations for filling the position~~ comment from all sources ~~—, including~~ Regents, Administrators, Faculty, Students, and the ~~Public, general public.~~ The search advisory committee ~~shall~~ should be ~~allowed~~ afforded sufficient time and resources to ~~make~~ undertake a ~~thorough search and full deliberation~~ comprehensive exploration, but the work of the committee shall proceed without undue delay.

~~2.11-2.6-2.6.1.2.~~ ~~\_\_\_\_\_~~ ~~2.5.4~~ Search Committee Conflict of Interest. Any search advisory committee member ~~seriously considered~~ under serious consideration for appointment to the position that is the subject of the committee should either resign ~~from the committee,~~ or withdraw their name from further consideration ~~for the vacancy.~~

~~2.13-2.7.~~ ~~2.6~~ ~~\_\_\_\_\_~~ Other Administrative Positions. For other administrative posts which involve academic or policy-making functions and responsibilities, including ~~department chair~~ Department Chair and Head, the selection procedure ~~used~~ utilized shall be analogous to that of UNL Bylaws Section 2.4.2 except that ~~a less formal procedure,~~ informal procedures may be substituted, when agreed upon by the faculty and administration ~~involved, may be substituted in a specific situation.~~

~~2.15-2.8.~~ ~~2.7~~ ~~\_\_\_\_\_~~ New Senior Administrative Positions. Whenever the creation of a new ~~academic~~ senior administrative position is ~~being considered~~ under consideration, the Chancellor shall consult with the Academic Faculty Senate and ASUN as to whether ~~or~~

~~not the new position is desirable, and whether or not the position should be filled in accordance with the provisions of Section 2.4.2 of these UNL Bylaws.~~

~~2.17.2.9. 2.8~~—Temporary Administrative Appointments. When conditions necessitate ~~doing so~~, an interim administrative position may be ~~filled temporarily selected~~ without ~~using the~~ formal search procedures ~~by a person in an interim capacity. However, this section may not be used to circumvent normal search procedures~~ described ~~above in~~ these UNL Bylaws. An interim administrator has all the powers and ~~responsibilities duties~~ of a permanent appointee, and may be a candidate for ~~the~~ permanent ~~position appointment to the position. However, this section may not be used to circumvent normal search procedures.~~

~~2.19.2.10. 2.9~~—Information ~~About~~about University Personnel.

~~2.19.2.2.10.1. 2.9.1~~—University Personnel Defined. “University Personnel” means all persons ~~included within the definitions contained in Sections 3.1 through 3.1.3, inclusive, of the Regents Bylaws defined as such by the Regents Bylaws.~~

~~2.19.4.2.10.2. 2.9.2~~—Collection of University Personnel Information. UNL shall collect, retain, and release information about University Personnel only if the information is necessary for the operation of the University of Nebraska.

~~2.19.6.2.10.3. 2.9.3~~—Limitations on Collection of Information Regarding Religious or Political Beliefs of University Personnel. UNL shall not collect, retain, or release any information about University Personnel which pertains to a ~~person's~~person’s religious or political ~~views~~beliefs, or to membership in, or association with, any organization by means of which a person exercises religious or political ~~views, or to~~



~~membership in, or association with, any organization by means of which a person exercises religious or political rights, beliefs.~~

~~2.19.8.2.10.4. 2.9.4—~~Release of Information about University Personnel. Information about University Personnel necessary for the operation of the University of Nebraska shall not be released to any person employed by, or connected with, UNL unless the information is necessary for the person to whom the information is released to perform his/ or her ~~University~~ duties, ~~nor.~~ However, in no event can such information be released without ~~knowledge of~~providing notice to the person to whom the information pertains. ~~Release~~Any release of information to ~~members of~~ the Board of Regents shall be performed in accordance with ~~Section 1.4.4 of~~ the Regents Bylaws.

~~2.19.10.2.10.5. 2.9.5—~~Limitations on Dissemination of Information about University Personnel to the Public. Information about University Personnel other than matters within the public domain shall not be released to any person not employed by, or connected with, UNL without the express consent of the person, or persons, to whom the information pertains.

~~2.19.12.2.10.6. 2.9.6—~~Collection of Information about University Personnel for Governmental Research Purposes. Nothing in these UNL Bylaws shall prevent the collection, retention, and release of information about University Personnel where such information is needed for governmental research and analysis if the identity of the person, or persons, to which the information pertains is not disclosed.

~~2.19.14.2.10.7. 2.9.7—~~Confidentiality of Information about University Personnel. Nothing in these UNL Bylaws shall interfere with, or deny in any way, the confidential nature of University Personnel records specified in ~~Section 1.4.4 of~~ the

Regents Bylaws, or deny, or affect in any way, the privilege of any person to redress rights granted by any applicable law or by these UNL Bylaws.

~~2.19.16.2.10.8.~~ 2.9.8—Inspection Rights. Each person included within the term “University Personnel,” as defined in ~~Section 2.9.1~~ above, shall have a right to inspect and make copies of any information pertaining to him ~~or~~ her, and shall have the right to respond in writing to such information and to have such response attached to the information. This shall include, but is not limited to, any and all information, and evaluative commentary, used in any form of personnel evaluation and the identity of persons with access to this information. Further, except as explicitly allowed for in the Guidelines for the Evaluation of Faculty, no anonymous material may be included in such information.

~~allowed for in the Guidelines for the Evaluation Destruction of Faculty, no anonymous material may be included in such information.~~

~~2.19.19.2.10.9.~~ 2.9.9—Information about University Personnel. The UNL Chancellor ~~or~~ designee and the Corporation Secretary of the University of Nebraska shall promulgate rules pertaining to the destruction of information no longer needed for the operation of ~~the University of Nebraska-Lincoln~~ UNL, and the custodian of such information shall effect its destruction in accordance with such rules.



## CHAPTER ~~III~~ ~~FACULTY GOVERNMENT~~

### ~~3.0~~

#### 3.1. Faculty Government

3.1.1. Purpose. The purpose of this chapter is to establish a process by which the faculty may participate with the administration in the formulation of educational policy and governance as provided in Sections 2.12 and 2.12.1 of the Bylaws of the Board of Regents of the University of Nebraska.

~~3.1.3.~~3.1.2. ~~3.1~~—Organization. The powers of the faculty shall be exercised by the ~~Academic~~Faculty Senate and UNL Assembly established by this chapter.

~~3.1.5.~~3.1.3. ~~3.2~~—UNL Assembly. There shall be established the UNL Assembly to provide a formal setting for discussion of UNL matters involving faculty and administrators.

~~3.1.5.2.~~3.1.3.1. ~~3.2.1~~—Composition. The UNL Assembly shall comprise: (1) ~~Assistant professors~~Tenure and ~~above, and those~~tenure-track faculty members with ~~equivalent rank, holding Continuous or Specific Term appointments an FTE~~ of 0.5 ~~FTE~~ or greater; and (2) ~~Assistant professors, lecturers, senior lecturers~~Non-tenured track faculty members including Lecturers, Senior Lecturers, Professors of Practice, Research Professors, and ~~above, and those with equivalent rank,~~Extension Educators holding an FTE or 0.5 ~~FTE~~ or greater ~~Special Appointments~~ and having three successive academic years of paid faculty service ~~at any professorial rank at UNL;~~ (3) ~~the Chancellor, Vice Chancellors, and all administrators who hold continuous appointments or appointment for a specific term.~~

~~3.1.5.4.3.1.3.2.~~ ~~3.2.2~~ Meetings of the Assembly. Meetings of the Assembly can be convened on seven ~~days~~days' notice by the Chancellor, the President of the AcademicFaculty Senate, a petition by one hundred members of the Assembly, or a majority vote of the AcademicFaculty Senate. A meeting may be convened with three ~~days~~days' notice, if called jointly by the Chancellor and the President of the AcademicFaculty Senate. Any call to a meeting must specify the issue or issues to be considered.

~~3.1.5.6.3.1.3.3.~~ ~~3.2.3~~ Procedures and Powers. The discussion at meetings of the Assembly shall be informational and deliberative. The Assembly has the following powers relating to matters covered under section 2.12.1 of the Bylaws of the Board of Regents:

~~B.A.~~ ~~A.~~ It may refer the matter for consideration to the AcademicFaculty Senate, appropriate campus wide committees or administrators.

~~D.B.~~ ~~B.~~ It may order a referendum by mail ballot of all members of the Assembly. The adoption of a position by referendum by a simple majority of those members of the Assembly voting on that issue supersedes any action taken by the AcademicFaculty Senate.

~~3.1.7.3.1.4.~~ ~~3.3~~ UNL AcademicFaculty Senate. There shall be established a UNL AcademicFaculty Senate with the powers specified in section 2.12.1 of the Bylaws of the Board of Regents of the University of Nebraska.

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~~3.1.7.2.3.1.4.1.~~ ~~3.3.1~~ Composition. The UNL AcademicFaculty Senate shall comprise: Members of the Assembly elected for staggered terms

of three years by constituencies described in 3.3.1.4.5(a). A candidate for election to the AcademicFaculty Senate must be a member of the constituency he/she seeks to represent, a member of the UNL Assembly and have at least three years ~~service at UNL. The Vice Chancellors and three Deans shall be ex officio non voting members. The Deans shall be selected by the Chancellor from among those Deans responsible for faculty and shall serve staggered terms of three years of service at UNL.~~

~~3.1.7.4.3.1.4.2.~~ 3.3.2 Participation by Non Members. Faculty and administrators who are not members of the Senate, the managerial/professional staff, the office/service staff, and students shall have the right to request the President of the Senate to place matters on the agenda of the AcademicFaculty Senate, and to participate in the resulting discussion.

~~3.1.7.6.3.1.4.3.~~ 3.3.3 Meetings. The Senate shall have nine regular monthly meetings during the academic year. The terms of elected members and officers commence and terminate at the last meeting of the academic year. Special meetings of the AcademicFaculty Senate may be called with seven ~~days~~days' notice by the President of the AcademicFaculty Senate, the Chancellor, any ten elected members of the Senate or any fifty members of the Assembly. The President shall preside at all meetings.

~~3.1.7.8.3.1.4.4.~~ 3.3.4 Attendance. Elected members of the Senate who miss more than three meetings in a Senate year may be removed from membership of the Senate by action of the Secretary with the approval of the President.

~~3.1.7.10.3.1.4.5.~~ ~~3.3.5~~ Electoral Constituencies. Every other year  
~~At~~ the February meeting ~~of even numbered years,~~ the Senate shall consider  
and act on a report, developed by the Secretary of the Senate ~~and~~  
~~recommended by the Committee on Committees,~~ proposing the  
apportionment of Senate seats according to the following guidelines:

~~B.A.~~ A. Each department with five or more members of the Assembly  
shall have one seat, those with more than twenty-five shall have two  
seats and those over fifty shall have three seats.

~~D.B.~~ B. Colleges not subdivided into academic departments and each of  
the research and extension district and/or centers shall be treated as a  
single department.

~~F.C.~~ C. A department with four or fewer members shall be linked with  
one of closely related interests, after appropriate consultation with the  
departments in question.

~~H.D.~~ D. The faculty of a department with two or more seats shall decide  
whether separate constituencies should be established within the  
department and, if so, how they shall be constituted.

~~J.E.~~ E. No Assembly member may belong to more than one constituency.  
A member associated with more than one department shall vote in the  
department designated on the personnel action form as the home  
department.

~~3.1.7.12.3.1.4.6. 3.3.6~~ Conduct of Elections. Beginning in the week following the February meeting the Secretary of the Senate shall conduct elections. Nominations from a particular electoral constituency must be made in writing by an Assembly member from that constituency with the consent of the nominee. The voting shall be by secret ballot. In order to be elected, a nominee must receive the votes of more than fifty percent of the persons voting. In the event no person receives this requisite number of votes, the Secretary shall hold a run-off election between the two nominees receiving the most votes in the first ballot. A tie in the second ballot shall be broken by lot. ~~The election of members shall be completed by the 15th of April.~~

~~3.1.7.14.3.1.4.7. 3.3.7~~ Interim Elections. When an elected member ceases to serve in the Senate, the procedures for electing a replacement for the remainder of the term shall follow those in 3.3.6 and commence within fifteen days of the seat becoming vacant.

~~3.3.8 Vacancies in the Ex Officio Seats. Vacancies in the ex officio positions shall be filled by the Chancellor within thirty days of the seat becoming vacant.~~

~~3.1.7.18.3.1.4.8. 3.3.9~~ Election of Officers. At the last meeting of the year, the Senate shall elect from among its members a President-Elect who shall take office as President at the end of one year. The Senate shall also elect one of its members to serve as Secretary of the Senate for a term of one year.

~~3.1.7.20.3.1.4.9. 3.3.10~~ Executive Committee Composition. The Executive Committee of the Senate shall be composed of the President, President-Elect, Immediate Past President, the Secretary and nine ordinary



members. The ordinary members, who serve staggered terms of three years, must be members of the Senate at the time of their election. They shall be elected by the members of the Senate at the ~~May~~last April meeting. Any member of the Executive Committee whose term as an elected member of the Senate has expired shall become an ex officio voting member of the Senate until the term on the Executive Committee expires. No more than four members of the Executive Committee can be from one college or IANR. At least one member ~~from IANR~~ must be an Extension Educator, ~~at least one member must be a non-tenure track faculty member other than an Extension Educator, and at least one member must be a tenure-track/tenured faculty member, if qualified nominees are available.~~

~~3.1.7.22-3.1.4.10. 3.3.11~~ ————— Duties of the President.

~~B.A.~~ A. — The President shall be the chief representative of UNL Assembly to the Campus and System Administrations, the Board of Regents and the State.

~~D.B.~~ B. — The duties of the President in addition to those specified ~~in sections 3.2.2, 3.3.3, 3.3.4 and 3.4~~above shall include:

~~2)1)~~ (a) ————— Serving as the chair of all meetings of the Executive Committee.

~~4)2)~~ (b) ————— Arranging the agendas for the ~~Academic~~ Senate in consultation with the Chancellor, Vice Chancellors and the Executive Committee.

~~6)3)~~ ~~(c)~~ Ensuring that motions of the Senate that require response are brought promptly to the attention of the appropriate administrators or committees, and that the responses are reported back to the Senate as expeditiously as possible.

~~8)4)~~ ~~(d)~~ Dealing with any matter of importance to the Faculty. The President may delegate duties to the officers or other suitable faculty members, and may establish ad hoc committees in consultation with the Executive Committee.

~~F.C.~~ ~~C.~~ In the absence of the President, the President ~~-~~Elect shall assume the duties of the President.

~~3.1.7.24.3.1.4.11.~~ ~~3.3.12~~ Duties of the Executive Committee. The Executive Committee shall act for the faculty between meetings of the Senate and the Assembly. The Executive Committee shall meet with the Chancellor of the University of Nebraska-Lincoln at least twice per month, except that one of these meetings may be waived by mutual consent if the Chancellor appears and answers questions at the regular meeting of the Senate for that month. The Executive Committee shall advise and otherwise assist the Chancellor in carrying out all the duties and administrative functions specified in Section 2.8.1 and 2.8.2 of the Bylaws of the Board of Regents of the University of Nebraska. The Executive Committee shall report to the Senate about such meetings and receive instructions from the Senate concerning the position of the faculty relating to the operations of the University.

~~B.A.~~ -The Executive Committee shall also meet with the ~~Senior~~Executive Vice Chancellor ~~for~~and Chief Academic ~~Affairs~~Officer at least ~~twice a~~

~~month~~monthly, and shall advise and otherwise assist the ~~Senior Executive~~ Vice Chancellor and Chief Academic Officer in carrying out the duties and functions specified in Section 1.~~5.2.2~~.1 of the Bylaws of ~~the University of Nebraska-Lincoln, UNL~~. The Executive Committee shall meet with the Vice Chancellor for the Institute of Agriculture and Natural Resources at least ~~bimonthly~~,monthly and shall advise and otherwise assist the Vice Chancellor in carrying out the duties and functions specified in ~~Section 1.5.2 of the~~these Bylaws of ~~the University of Nebraska-Lincoln, UNL~~ particularly with regard to academic matters, items affecting the relationship of IANR with other academic units, and concerns affecting academic personnel within the Institute of Agriculture and Natural Resources.

~~3.4~~ ~~Academic Rights and Responsibilities Committee. The Academic Rights and Responsibilities Committee (ARRC) and its responsibilities are created by the University of Nebraska-Lincoln Academic Faculty Senate, can be found in its Syllabus of Committees, as required by the University of Nebraska Regents Bylaws and are approved by the University of Nebraska Board of Regents.~~

~~3.4.1~~ ~~ARRC Foundational Instruction.~~

~~3.4.1.1~~ ~~Informational and Quasi-Judicial Responsibilities.~~

~~3.1.15-3.1.5.~~ ~~3.4.1.1.1~~ ~~\_\_\_\_\_~~ The ARRC has significant responsibility in ensuring that faculty members and administrators are appropriately apprised of rights, responsibilities, principles and procedures pertaining to matters of professional relationships.

~~3.1.15.2.3.1.5.1.~~ ~~3.4.1.1.2~~ — The ARRC has primary responsibility to ensure and to arrange an appropriate investigation or hearing when concerns or problems arise between a faculty member and the university and/or when problems related to academic freedom and tenure, ~~grievance and~~ professional conduct, and other grievances occur in the professional relationships ~~between~~among faculty members and others in the University community, as stated in the ARRC Syllabus and the Bylaws of the Board of Regents.

~~3.1.15.4.3.1.5.2.~~ ~~3.4.1.2~~ — Other Responsibilities of the ARRC.

~~B.A.~~ ~~3.4.1.2.1~~ — To determine whether and to what extent recommendations of Special Committees convened by the chair of ARRC to hear particular cases have been acted upon, and to report on the status of ARRC cases to the President of the ~~Academic~~Faculty Senate;

~~3.4.1.2.2~~ — To provide for an effective process in representing the academic rights and responsibilities of the faculty;

~~F.B.~~ ~~3.4.1.2.3~~ — including, but not limited to, those related to suspension in anticipation of dismal and cancellation of presentations by properly invited speakers;

To act with respect to matters of general policies concerning academic freedom and tenure;

~~H.C.~~ ~~3.4.1.2.4~~ — To recommend actions to appropriate bodies in order to ensure academic rights and responsibilities of faculty members;

~~J.D. 3.4.1.2.5~~—To communicate to all members of the University community appropriate channels for conveying and dealing with concerns about actual or perceived violations of faculty rights and responsibilities;

~~L.E. 3.4.1.2.6~~—To propose to the AcademicFaculty Senate changes in operating procedures and guidelines for each of the Special Committees in accord with relevant provisions of the Bylaws of the Board of Regents;

~~N.F. 3.4.1.2.7~~—To submit committee minutes and make an annual report to the AcademicFaculty Senate, while maintaining confidentiality concerning individual cases.

~~3.1.17-3.1.6.~~ ~~3.5~~—Senate and Other Campus-Wide Standing Committees. The Senate shall publish annually a Syllabus of Senate and other campus-wide standing committees. The AcademicFaculty Senate shall have power to modify the number and charges of Senate Committees at any time. The President of the Senate shall appoint a member of the Senate as a non-voting member to every standing, campus-wide committee that lacks a representative from the Senate.

~~3.1.19-3.1.7.~~ ~~3.6~~—Amendments. In addition to the provisions of Chapter ~~447~~ of these UNL Bylaws, any amendments to this chapter on Faculty Governance must be approved by a majority of the members of the Assembly voting in a mail ballot ordered either by the Assembly in accord with Section 3.~~21~~.3 above or by a two-thirds majority of those voting in a vote of the Senate.

## CHAPTER IV

### STUDENTS

#### Chapter 4.0

#### 4. Responsibilities and Rights of Students.

4.1. Subject to the provisions of ~~Chapter V of~~ the Regents Bylaws<sup>7L</sup>, students enrolled at UNL shall have rights and responsibilities provided for in "The Student in the Academic Community," the "Student Records Policy<sup>7L</sup>" and ~~the~~ "The Student Code of Conduct and Disciplinary Procedures," as published in the academic bulletins of the University of Nebraska-Lincoln. The Vice Chancellor for Student Affairs<sup>7L</sup>, in consultation with appropriate student representatives, shall develop and/or keep current these documents, including rules governing student conduct, discipline, and activities and shall codify, publicize, keep current, and make available copies of said documents and rules to students and interested parties. Disciplinary procedures shall expressly provide for the minimum procedural guarantees specified in ~~Section 5.4 of~~ the Regents Bylaws.

~~4.1.2.4.1.1.~~ 4.0.1 Student Information. All students at UNL shall have the responsibility to provide the Office of ~~Registration and Records~~the University Registrar with accurate information as designated in ~~Section 5.6 of~~ the Regents Bylaws and such other information as may be required, subject to the approval of the ~~Vice-Vice~~ Chancellor for Student Affairs. Policies for release of information about students must be consistent with the provisions of ~~Section 5.6.1 of~~ the Regents Bylaws.

~~4.3.4.2.~~ 4.1 Authorization for Student Government<sup>7L</sup>. Pursuant to ~~Section 2.13 of~~ the Regents Bylaws<sup>7L</sup>, the Association of Students of the University of Nebraska (ASUN) is the official representative of the student body of UNL.

~~4.3.2.4.2.1.~~ ~~4.1.1~~ Powers of ASUN. The Association of Students of the University of Nebraska (ASUN) is hereby empowered to adopt a Constitution and Bylaws for governance of ASUN and for securing and achieving the objectives and powers of the Association. The Constitution and Bylaws shall be subject to approval by the Board of Regents.

~~4.2.2.~~ ~~4.1.2~~ Requirements of ASUN Constitution. The Constitution of ASUN, shall: (a) ~~establish~~ Establish the general governmental structure, powers, and responsibilities; identify the person, persons, or groups constituting each unit of the structure; specify the process by which the person, persons, or groups are selected and the terms of office; (b) ~~guarantee~~ Guarantee that the governmental structure is responsive to the students of UNL through periodic electoral procedures; and (c) ~~provide~~ Provide powers and procedures, related to: ~~(i)~~

~~recognizing~~

1) Recognizing and regulating other student organizations and activities; ~~(ii)~~ ~~organizing~~

2) Organizing and managing student rallies and migrations; ~~(iii) furthering~~

3) Furthering the general welfare of the students of UNL; ~~(iv) functioning~~

4) Functioning as a liaison between the students and the Board of Regents, the administration, the faculty, the state legislature, and the public; ~~(v) adopting~~

~~4)5) Adopting~~ policy statements on public issues and on issues affecting students of the University of Nebraska ~~Lincoln; (vi) the budgeting and expenditure of funds over which ASUN has jurisdiction; and (vii) appointing student representatives to campus-wide committees and boards for which student representation is provided.~~ Lincoln;

6) 4.2 ~~—~~ The budgeting and expenditure of funds over which ASUN has jurisdiction; and,

7) Appointing student representatives to campus-wide committees and boards for which student representation is provided.

4.4.4.3. Student Publications. Student publications financed in whole or in part by fees collected from all students at UNL shall be managed by the Student Publications Board, constituted as provided in ~~Section 4.2.1 below~~ these UNL Bylaws and possessing the powers, duties, and responsibilities provided in ~~Section 4.2.2 below~~ these UNL Bylaws.

~~4.4.2.4.3.1.~~ 4.2.1—Student Publications Board. The Student Publications Board shall be composed of five students, two members of the faculty, and two professional journalists from outside the University. The Chancellor shall appoint the students from a list generated by ASUN and shall appoint the faculty members from a list generated by the ~~Academic~~ Faculty Senate. The professional journalists shall be appointed by the Chancellor.

~~4.4.4.4.3.2.~~ 4.2.2—Powers, Duties, and Responsibilities of the Publications Board.

The Board shall hire the editor and business manager of each student publication under its jurisdiction, and a part-time professional journalist to advise the publication's editor and staff. The Board shall meet at least quarterly and shall specifically concern itself with the observance of the canons of professional ethics followed generally in the professional journalism field in Nebraska. The Board may create an executive board to assist with routine problems occurring between the meetings of the committee. Any executive board shall have at least two student committee members, one faculty member, and the professional adviser described in ~~Section 4.2.3 below~~ these UNL Bylaws. The Board may select ex-officio members to meet with it, but they shall possess no right to vote. The Board shall act as nearly like a publisher of the publication as its nature will permit. The Board shall serve as a liaison between student publications and their university constituencies, paying particular attention to complaints against and access to student publications.



~~4.4.6.4.3.3.~~ ~~4.2.3~~—Duties of the Part-Time Professional Adviser. The adviser hired by the Board shall have no censorship powers but shall provide advice on ethical questions presented by the staff of the student publication, and shall offer post-publication criticism. The adviser shall prepare the agenda for committee meetings and provide information and recommendations to the Board.

~~4.6.4.4.~~ ~~4.3~~—University Program and Facilities Fees and Student Organizational Funds.

~~4.3.1~~—University Program and Facilities Fees (UPFF ~~University Program and Facilities Fees~~). University Program and Facilities Fees as established by action of the Board of Regents shall be divided into two funds by the Chancellor. That portion of the UPFF designated to pay for debt services, staff salaries, maintenance of facilities and related expenses, and those additional items designated by the Chancellor, shall be budgeted separately with emphasis upon continuing support. These collective expenditures shall be known as the “Fund B” portion of UPFF.

~~4.6.4.4.4.1.~~ —That portion of UPFF designated by the Chancellor for activities managed by student groups shall be budgeted separately and identified as the “Fund A” portion of UPFF. The annual budget requests developed by eligible student agencies shall be analyzed by the ASUN-established Committee for Fee Allocations (CFA). The CFA shall then recommend specific agency allocations for the coming fiscal year to the ASUN Senate in the form of appropriation bills. ASUN shall enact appropriation bills for “Fund A” no later than March 1 of each year. ~~The~~ The Vice Chancellor for Student Affairs shall represent the ASUN appropriation bills to the Chancellor and provide advice regarding the final “Fund A” appropriations and fee assessments to be set by the ~~Chancellor.~~ Chancellor.

~~4.3.2~~—Custody and Accounting of Student Organizational Funds. The Vice Chancellor for Student Affairs shall designate a person to receive and act as custodian of all monies collected by or paid to ASUN and all student organizations recognized by the ASUN in accordance with ~~Section 4.1.2.~~ these UNL Bylaws. The Vice Chancellor for Student Affairs in cooperation with the Vice Chancellor for Business and

Finance shall issue appropriate rules and regulations to ensure the proper accountability of such funds and shall have the authority to audit or have audited these funds. All student organizations with accounts handled pursuant to this section shall be assessed a fee for the cost of administration.

~~4.6.8.4.4.2.~~ ~~\_\_\_\_\_~~ Student organizations operating under the aegis of the ~~Student~~Student Publications Board are permitted to establish independent arrangements for the management of their financial affairs, as long as these arrangements are approved in advance by the Student Publications Board and an annual audit prepared by a Certified Public Accountant is submitted annually to the Student Publications Board and to the Vice Chancellors for Student Affairs and Business and Finance. The Vice Chancellors for Student Affairs and Business and Finance shall jointly have the authority to conduct, or have conducted, a special audit of such an organization if they believe that the ~~organization's~~organization's audit does not permit them to fulfill their financial oversight responsibilities.

~~4.8.4.5.~~ ~~4.4~~ — Regulations Pertaining to Living Units. The Vice Chancellor for Student Affairs, in consultation with appropriate living unit governing bodies, shall provide guidelines under which each living unit may establish rules and regulations pertinent to its operation subject to the Regents Bylaws. ~~The~~ The Residence Hall Association shall advise the Vice Chancellor for Student Affairs and the Chancellor on all matters pertaining to the quality and costs of residence hall life. The Interfraternity Council and/or the Panhellenic Association shall advise the Vice Chancellor for Student Affairs and the Chancellor on all matters pertaining to the recognition of fraternities and sororities and the requirements under which they may be permitted to operate university-approved living units.

~~4.10.4.6.~~ ~~4.5~~ — Nebraska Unions. The administrative head of the Nebraska Unions at UNL shall be advised by a Union Board composed of students, faculty, and staff on matters of operation and program activity.

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## CHAPTER ~~V~~

### ~~BUSINESS, FINANCE, AND PROPERTY~~

#### ~~5.1~~

#### 5. Authority to Issue Regulations.

~~4.11.5.1.~~ 5.1. Rules and regulations pertaining to the business functions, property management, purchasing~~7.2~~ and non~~-~~academic personnel shall be issued by the Vice Chancellor for Business and Finance with the approval of the Chancellor subject to the limitations herein provided.

~~4.11.2.5.1.1.~~ 5.1.1. Custody of Property. All University of Nebraska property at UNL, both real and personal, wherever located, shall be under the custody of the Vice Chancellor for Business and Finance who shall be responsible for the same except as provided for in ~~Section 6.3 of~~ the Regents Bylaws~~7.2~~.

~~4.11.4.5.1.2.~~ 5.1.2. Use of UNL Property~~7.2~~. No University of Nebraska property belonging to UNL shall be put to private use except as permitted under ~~Section 3.4.5 of~~ the Regents Bylaws and further provided that this section shall not preclude the use of such property in connection with research or other academic activities.

~~4.11.6.5.1.3.~~ 5.1.3. Expenditure of University Funds for Property. No funds of the University shall be expended for the purchase of property or services except as they are approved by the Vice Chancellor for Business and Finance or in accordance with procedures authorized by the Vice Chancellor for Business and Finance.

~~5.1.4 Assignment of Classrooms and Teaching Laboratories. The Vice Chancellor for Business and Finance shall provide annually a descriptive list of all classrooms and teaching laboratories at UNL. The Vice Chancellor for Student Affairs shall develop each semester and summer session the classroom and laboratory schedule.~~

~~5.2 Management of Facilities. The development of plans for campus facilities, specific program statements and design documents to implement approved facility planning; and the construction, renovation, and management of facilities shall be under the administration of the Vice Chancellor for Business and Finance.~~

~~4.17.5.2.~~ 5.3 UNL Campus Police Committee. This committee shall assist (i) in the determination of codes of ethics in the enforcement of campus security regulations and policies on violations thereof; and (ii) in an advisory role in the selection and review of the chief police officer analogous to the faculty input on administrative evaluation and review.

~~4.17.2.5.2.1.~~ The UNL Campus Police Committee shall consist of two faculty members appointed by the President of the Academic Faculty Senate, two students appointed by ASUN, one administrator appointed by the Chancellor, and two employees selected by the office and service staff of UNL.

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~~RELATIONS TO OTHER BYLAWS AND RULES~~

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~~8-6.~~ 8-6. Relations to Other Bylaws and Rules. Nothing in these UNL Bylaws shall be construed to be in conflict with any applicable law or with the Regents Bylaws~~7.~~ Where anything in these UNL Bylaws conflicts with any Bylaws or Rules of any Institute, College~~7.~~ School, Department, or other subunit of UNL possessing power to enact Bylaws or Rules, the provisions of these UNL Bylaws shall govern anything in any Bylaws or Rules of such Institute, College, School, Department, or other subunit to the contrary notwithstanding.

## CHAPTER VII

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### AMENDMENTS

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#### 7.1

#### 7. Amendments.

~~8.1.7.1.~~ An amendment to these UNL Bylaws may be initiated by any person or group governed by these UNL Bylaws by filing a written proposal with the Office of the Chancellor stating expressly the words to be added and the words to be deleted. The Chancellor shall lay the written proposal before the AcademicFaculty Senate and ASUN forthwith. Within 90 days the AcademicFaculty Senate and ASUN shall make recommendations pertaining to the proposal to the Chancellor's office. Thereafter, and no later than 60 days after receiving responses from the AcademicFaculty Senate and ASUN, the Chancellor shall transmit the proposal to the Board of Regents. The transmittal shall include the written proposal, and written recommendations received by the Chancellor from the AcademicFaculty Senate and ASUN, and any recommendation the Chancellor may wish to make. The Board of Regents shall not act finally upon the proposal until 30 days after the materials are filed with it, and only after a public hearing has been held. Any amendment must be approved by the Board of Regents and it shall take effect upon the date specified by the Board of Regents.

~~7.2~~ The Corporation Secretary of the Board of Regents shall be responsible for recording any changes to these Bylaws and ~~for updating on an annual basis the Bylaws as published in hard copy or presented on the UNL web page.~~

~~CHAPTER VIII~~

~~COLLEGE AND DEPARTMENT BYLAWS — UNL~~

~~Information and copies of College and Department Bylaws can be obtained from the appropriate dean's office and/or departmental office.~~

~~8-9-7.2. publishing accordingly.~~



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

MEETING DATE: June 1, 2017

SUBJECT: Mabel Lee Hall renovation program statement

RECOMMENDED ACTION: Approve program statement for Mabel Lee Hall renovation

PREVIOUS ACTION: None

EXPLANATION: Mabel Lee Hall was constructed in 1968 as a physical education building. In 1997, Mabel Lee Hall was partially remodeled to incorporate more academic classrooms and faculty offices. Accordingly, the College of Education and Human Sciences (CEHS) is currently conducting 21st-century learning, education, and research in an incompatible 50-year old, 20th-century physical education building.

The proposed project will fully renovate the existing 101,682 gross square feet (GSF) facility, infill the existing open two-story areas (20,700 GSF) and create a new energy efficient and functional entry addition (6,300 GSF). Repurposing existing large two-story spaces currently used by athletics, campus recreation, and the dance program provides a unique opportunity to create expanded areas within the building for use by CEHS programs. The project will provide program-specific renovations on all four existing levels of the building to house classrooms, research space, group project rooms, and student-faculty collaboration space. Renovations will include abatement of all hazardous materials, repair or replacement of the building's roof and HVAC, plumbing, electrical, and telecommunications systems as well as upgrade of architectural finishes. In addition, code-related modifications will be made to correct life-safety and accessibility deficiencies.

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

Proposed start of construction October 2019  
Proposed completion of construction May 2021

PROJECT COST: \$40,000,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$244,500

SOURCE OF FUNDS: LB957 bond proceeds

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

RECOMMENDED:   
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: April 11, 2017

## Program Statement

Project Name: Mabel Lee Hall Renovation  
Campus: University of Nebraska at Lincoln, City Campus  
Date: March 30, 2017  
Prepared by: UNL Facilities Planning & Construction  
Sinclair Hille Architects  
Campus Project No: 10770  
Phone: (402) 472-3131

### 1. Introduction

#### A. Background and history

Mabel Lee Hall (MLH) is part of a connected three-building complex that serves as the City Campus home of the College of Education and Human Sciences (CEHS). The buildings include Mabel Lee, Teachers College, and Henzlik Halls. The three buildings function in unison, with connected corridors allowing CEHS students to flow between the buildings.

MLH was built in 1970 and named in honor of Miss Mabel Lee, Director of the Department of Physical Education for Women. The building was initially designed as the Women's Physical Education Building, but by 1975, MLH housed both the Men's and the Women's Physical Education programs.

In 1997, MLH was partially remodeled to incorporate academic classrooms and faculty offices.

In 2003, as the result of a significant budget reduction, the K-6 and 7-12 endorsement programs in physical education were dropped from the curriculum. This eliminated the academic need for the gymnasiums and the pool by the newly forming College of Education and Human Sciences (CEHS).

Today, MLH houses two gymnasiums, a swimming pool, locker rooms, a dance studio, two computer laboratories and five classrooms utilized by CEHS, the College of Arts and Sciences, and the Honors College. In addition, 56 faculty offices, five conference rooms, 14 graduate student offices, and 10 research rooms are also in the building.

The building is home to several academic programs, most, but not all of which are in CEHS, including the CEHS Department of Child, Youth and Family Studies (CYAF); the Nebraska Center for Research on Children, Youth, Families and Schools (CYFS); the CEHS Dean's Office; the CEHS Business Center; the CEHS Alumni Learning Technologies Center; and the Hixson-Lied College of Fine and Performing Arts Dance program. These programs co-exist next to and below recreation and athletic spaces used by Campus Recreation and the Women's Gymnastics team.

In short, the College of Education and Human Sciences conducts 21st-century learning, education and research in an incompatible, 50-year old, 20th-century physical education building.

#### B. Project description

The proposed project will fully renovate the existing facility; infill open two-story areas, and explore an energy efficient and functional entry addition. Complete infill of floors in the two-story spaces are proposed for the north gymnasium and dance studio. A partial infill is proposed for the Women's Gymnastics Room and construction of a lecture hall in the lower level pool is planned to create space for quality learning, teaching, and research.

The project will provide program-specific renovations on the four levels of the building to house classrooms, research space, group project rooms, and student-faculty collaboration space. Most importantly, the renovation will bring together faculty and students from three CEHS programs located in separate facilities -- Teaching, Learning and Teacher Education (TLTE); Child Youth and Family Studies (CYAF); and the Nebraska Center for Research on Children, Youth, Families and Schools (CYFS).

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## **Mabel Lee Hall Renovation**

### Program Statement

Non-programmatic renovations include abatement of all hazardous materials, repair or replacement of the building’s roof and HVAC, plumbing, electrical, and telecommunications systems, and upgrade of architectural finishes. In addition, code-related modifications will be made to correct life-safety and accessibility deficiencies.

As part of architects’ program verification process, an analysis will be conducted to assess initial and life-cycle costs of demolition and replacement as opposed to renovation to determine the most cost effective way to provide offices, classrooms, research class labs, and student and faculty collaboration space in support of undergraduate and graduate programs. The building will be flexible to meet the future needs of College of Education and Human Sciences (CEHS) programs, while bringing 21st century learning methods to the forefront.

The final project will contain:

- Space for interactive learning, collaboration, conferences, and other events
- Program specific, state of the art classrooms
- Dedicated space for interdisciplinary research
- Strategic placement of offices, conferencing areas, and student support services to enhance communication and collaboration among faculty
- Improved and expanded technology
- A “sense of place” for students, program partners, visitors, faculty and staff

### **C. Purpose and objectives**

The primary purpose of the project is to construct a high quality academic building, suitable for state of the art learning, research and academic engagement with the community. The project will create inviting, dynamic space on the UNL campus that is clearly identifiable with the College of Education and Human Sciences and supports the College’s mission of “enhancing the lives of individuals, families, schools and communities and strengthening the relations among them.”

21st Century Learning Classrooms will serve as models for classroom teaching in K-12 schools as well as laboratories where undergraduate students practice teaching using state of the art technological tools and methods. The teaching methods will span face-to-face innovative instruction, as well as distance applications for students in rural or hard-to-reach schools. CEHS anticipates teachers from across the state visiting these model classrooms.

Ultimately, this project will elevate and showcase teacher education and the human service professions on the UNL campus and in Nebraska. The redesigned space will allow CEHS students, faculty and staff to:

- Build community within the college
- Create new approaches to learning; generate new knowledge and research; and develop new methods of working with children, youth, families, schools and communities
- Collaborate and Cooperate - across disciplines, age-groups, departments, and among the various elements of the CEHS mission – teaching, research and outreach/extension
- Recruit new students and faculty
- Engage in active learning, teaching, and research

## **2. Justification of the Project**

### **A. Data that supports the funding request**

The College of Education and Human Sciences critically needs updated space due to the following:

## Mabel Lee Hall Renovation

### Program Statement

- Recruiting and retention of students and faculty will be enhanced by providing an environment that supports quality learning, research, outreach and engagement.
- A lack of useful instructional space due to inadequate flexibility and technology will be replaced with innovative learning environments.
- Research space currently scattered throughout the building will be co-located in new leading edge research laboratories to significantly enhance collaboration and interdisciplinary work.
- A renovated facility will allow students to attend class, study, and work on group assignments and interact with faculty in a creative learning-focused environment.
- Teaching, learning and research will be enhanced for students and faculty by providing space to foster collaboration and collective work.

#### B. Alternatives considered (when applicable)

MLH is part of a well-established complex and CEHS greatly enjoys the central location on campus. Thus other sites were not explored. The building condition supports reuse but as noted in the **Project Description**, demolition and replacement will be explored during program verification.

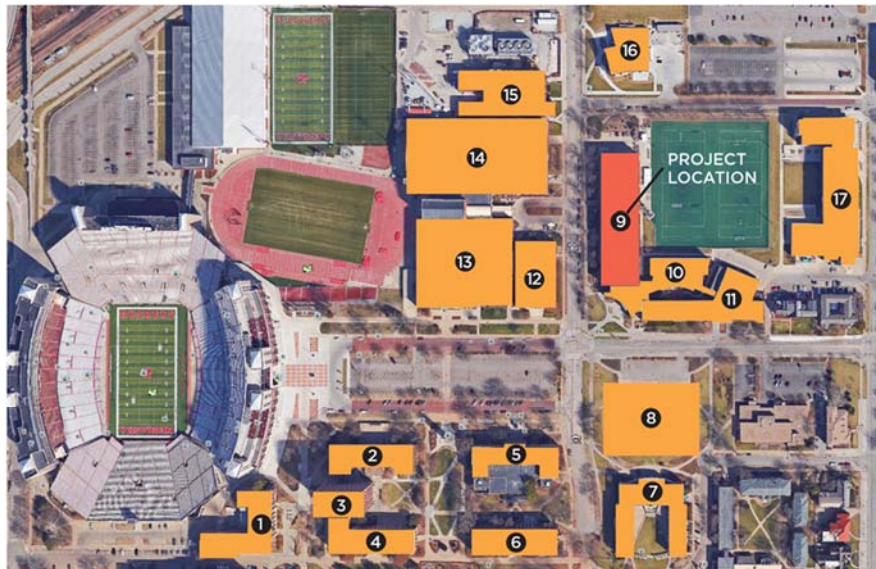
Approaches of phasing were considered carefully, but the mechanical and structural components of the building do not support it. There would be many temporary provisions and extra cost required in order to complete the project while maintaining occupancy. Therefore, the project will be completed in total with the building vacated

### 3. Location and site considerations

A. County: Lancaster

B. Town or campus: University of Nebraska-Lincoln, City Campus

C. Proposed site



- |                  |                           |                             |                                 |
|------------------|---------------------------|-----------------------------|---------------------------------|
| 1 Avery Hall     | 6 Andrews Hall            | 10 Teachers College Hall    | 14 Campus Recreation Center     |
| 2 Bessey Hall    | 7 Kaufman Center          | 11 Henzlik Hall             | 15 Utility Plant                |
| 3 Oldfather Hall | 8 New College of Business | 12 Military & Naval Science | 16 New Outdoor Adventure Center |
| 4 Ferguson Hall  | 9 Mabel Lee Hall          | 13 Coliseum                 | 17 Jorgensen Hall               |
| 5 Morrill Hall   |                           |                             |                                 |

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**Mabel Lee Hall Renovation**

Program Statement

**D. Statewide building inventory: 51ZZ0051200B**

**E. Influence of project on existing site conditions**

**1) Relationship to neighbors and environment**

MLH is located on the east side of North 14th Street, immediately north of the 14th and Vine streets intersection. The building is physically connected to Teachers College Hall on the south and indirectly connected to Henzlik Hall located on Vine Street.

The renovation work is confined to the current footprint of MLH, with exception of exploring an entry near the south end of the west façade. Campus recreation fields (artificial surface) are located east of MLH and include the former UNL Softball Field Press Box. W Street borders the north side of the building and the recreation fields, resulting in a confined project site.

**2) Utilities**

Chilled water, steam/hot water, fire protection service, and main electrical service entrances for the facility will be maintained in their current location.

**3) Parking & circulation**

MLH has 18 adjacent parking spaces on the north side of the building. During design, parking needs will be analyzed and addressed in coordination with UNL Parking Services.

**4. Comprehensive Plan Compliance**

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

This project complies with objectives of the University Strategic Planning Framework 2014- 2016:

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

*2.a. "Recruit and retain exceptional faculty and staff, with special emphasis on building and sustaining diversity."*

*4.a. "Increase external support for research and scholarly activity."*

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

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

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

*4.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."*

*5.d. "Support entrepreneurship education, training and outreach."*

*5.e. "Collaborate with the public and private sectors to build successful regional, multistate, international linkages."*

*6.c. "Allocate resources in an efficient and effective manner."*

*6.d. "Maximize and leverage non-state support."*

*6.d.i. "Promote entrepreneurship and revenue-generating opportunities."*

*6.d.ii. "Collaborate with the University of Nebraska Foundation to secure private support."*

**Mabel Lee Hall Renovation**

Program Statement

**B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)**

Renovation of MLH complies with the 2013-2019 Campus Master Plan (Plan Big) specifically in relation to the following principles.

- The fundamental principle for growth on each campus is to concentrate activity in the core. Concentrating development helps to enable interaction and interdisciplinary collaboration, allow efficient infrastructure investments, and protect land for open space activities.
- On City Campus, 14th Street is envisioned as a north-south spine, strengthening the connection between campus and Downtown Lincoln via a multi-modal corridor.
- Plan Big seeks to enhance existing spaces to foster better cross-disciplinary collaboration. This supports UNL’s celebration of innovation and excellence across campus learning environments by making learning more visible and engaged with the campus and landscape design.
- Plan Big recommended that a renovation plan be put in place for UNL’s teaching spaces to ensure that they remain competitive, enhance learning, and encourage innovation. Much of the furniture, lighting, technology, and finishes are older and many of the classrooms would benefit from new, more flexible furniture that allow for a variety of teaching styles.

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

The proposed project supports the following goal from the most recent Comprehensive State Plan for Postsecondary Education, revised April 6, 2006:

*“Nebraskans will advocate a physical environment for each of the state’s postsecondary institutions that: supports its role and mission; is well utilized and effectively accommodates space needs; is safe, accessible, cost effective, and well maintained; and is sufficiently flexible to adapt to future changes in programs and technologies.”*

**5. Analysis of existing facilities**

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

The renovated building will replace outdated classrooms and inefficient space in the current facility, and provide space for active learning, teaching, and research in three core academic programs within the College of Education and Human Sciences:

- Child, Youth and Family Studies (CYAF)
- Teacher Learning and Teacher Education (TLTE)
- Nebraska Center for Research on Children, Youth and Families (CYFS)

**B. Square footage of existing areas:**

Gross square feet	101,682 GSF
Net square feet	93,823 NSF
Net assignable square feet	69,714 NASF

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

MLH is dominated by four large two-story gymnasium volumes that crowd classrooms, research labs and offices into ‘wraparound’ spaces. These large volumes include a swimming pool and recreational gym (north), dance studio (center) and Women’s Gymnastics training room (south). As a result, MLH lacks useful instructional space and functions more as a recreation and athletics facility. 43% of the assignable square footage is used for recreation, dance and athletic functions, which makes it unavailable for use as offices, classrooms or meeting spaces.



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## Mabel Lee Hall Renovation

### Program Statement

The 1997 renovation repurposed gymnasiums, resulting in little natural light in the building. Offices are small and classrooms have low ceilings (8-feet) and tightly packed furniture set up in rows to maximize seating capacity. The spaces are poorly suited for modern teaching methods. Classrooms lack useful instructional space, limiting the effectiveness in carrying out quality learning, research, outreach and engagement.

In spite of these deficiencies, approximately 45 courses are conducted in MLH each semester. The building is used for academic purposes from 8:00 a.m. to 10:00 p.m. Monday through Friday accommodating approximately 2,400 undergraduate and graduate students and 100 faculty members per semester. The 40+ faculty/graduate students and staff working in the Nebraska Center for Research on Children, Youth, Families and Schools are present during these hours as well.

#### D. Physical deficiencies

**Structural/Exterior:** The 2011 Facilities Condition Assessment found the exterior in good condition and recommended roof and sealant replacement. In addition, work is needed to resist seismic forces in the north/south direction.

**Interiors:** Ceilings throughout the hallways need to be replaced. Floor tile in hallways need to be replaced.

**Mechanical/Plumbing:** The building has had minor HVAC upgrades. All air handlers are from original construction. Building controls are obsolete and need to be replaced. The building needs a major HVAC system upgrade to coincide with a major renovation. Because usage has changed over the years, much of the plumbing has been removed. The remaining piping is approaching the end of its life. There is capacity for expansion, but entire replacement of the system is recommended.

**Electrical:** The distribution panels on the floors were part of the original construction. Lighting in this building has been upgraded with T8 lamps and electronic ballasts where possible. The light fixtures are otherwise original. This building does not have an emergency generator.

**Fire Code:** The primary deficiencies are non-compliant stair towers and non-compliant shaft construction. Additionally, in the connected complex, Henzlik Hall lacks a fire protection system.

#### E. Programmatic deficiencies

MLH consists of narrow, disorienting hallways with virtually no space for informal learning or student-student and faculty-student interaction. The internal organization of the building, combined with unrelated recreational and athletic uses, results in a facility that is unsuccessful in cultivating a sense of community and identity for CEHS students and staff. This is evidenced by the desire of CEHS students to immediately leave the building following class, a condition more typically found in commuter-oriented education buildings.

With the shift towards team-based learning and break-out/collaboration sessions during classroom time, the existing traditional, inflexible classrooms in MLH are unsuitable for 21st century learning technologies. Because of a change in learning style – from a stage-like, student notetaking setting to facilitation of interactive discourse – classrooms must be more flexible. In addition, classrooms must be innovative to support the wide variety of pedagogies that are evolving in the university and adult learning facilities.

#### F. Replacement cost of existing building

Per the 2015 Facility Management Information Report (FMIR), the replacement cost of MLH is \$21,780,322 (approximately \$214/GSF).

**Mabel Lee Hall Renovation**

## Program Statement

**6. Facility Requirements and the Impact of the Proposed Project****A. Functions and purpose of the proposed program****1) Activity identification and analysis**

The proposed program will serve the programmatic needs of the College of Education and Human Sciences by co-locating three programs located in separate buildings. It will provide state of the art classrooms in direct proximity to faculty and administrative offices to create an environment for collaborative learning.

**2) Projected occupancy/use levels**

- Personnel projections**

The following table defines personnel projections for faculty, staff, and graduate assistants necessary for CEHS programs to be conducted in MLH.

CEHS Programs in MLH Personnel Group	2019		2024		2029	
	FTE	Headcount	FTE	Headcount	FTE	Headcount
Tenure Faculty	48.5	50	50.5	54	53.5	57
Admin Faculty	9	9	10	10	10	10
Temp Faculty	3.8	14	2.95	15	2.95	15
Research Faculty	8	8	10	10	11	11
PoP	10	10	10	10	10	10
Staff	39.25	40	41	43	45	47
Graduate Students	52	109	58.5	114	61.5	118
Undergrad Student Workers	9.5	34	10.52	44	12.52	49
Temp Workers	0	0	0	0	0	0
Post Doc	4	4	5	5	6	6
Lecturer	7.65	9	6	10	9	13
<b>Total</b>	<b>192</b>	<b>288</b>	<b>204</b>	<b>315</b>	<b>221</b>	<b>336</b>

- Describe/justify projected enrollments/occupancy**

The College of Education and Human Sciences (CEHS) is the second largest college in the UNL system with 4,197 undergraduate and graduate students enrolled in CEHS programs. Over the last five years, CEHS has experienced annual increases in undergraduate enrollment, indicating that CEHS is on a stable enrollment path. Additionally, in 2016, CEHS witnessed a five percent boost in graduate enrollment. Approximately 30 percent of the college's enrollment is graduate students and represents just over a quarter of the university's overall graduate student population.



**Mabel Lee Hall Renovation**

## Program Statement

**B. Space requirements****1) Square footage by individual areas and/or functions**

<b>Space Description</b>	<b>Space Use Code</b>	<b>Existing NSF</b>	<b>Renovated NSF</b>	<b>New NSF</b>	<b>Total NSF For Project</b>
Classroom Facilities	100	6,572	9,705	8,805	18,510
Lab and Lab Service Facilities (Class/Non-Class/Research)	200	13,203	3,345	500	3,845
Office Facilities (including service and conferencing)	300	15,931	18,886	12,964	31,850
Study Facilities	400	0	3,936	4,569	8,505
Special Use Facilities	500	31,836	300	0	300
General Use Facilities (including Assembly spaces)	600	2,207	7,050	300	7,350
Support Facilities	700	724	4,290	400	4,690
Circulation Area	WWW	19,262	21,660	2,600	24,260
Building Service Area (including Restrooms)	XXX	1,521	4,850	0	4,850
Mechanical Area	YYY	2,567	11,765	1,373	13,138
<b>Total Net Square Footage</b>		<b>93,823</b>	<b>85,787</b>	<b>31,511</b>	<b>117,298</b>

**2) Basis for square footage/planning parameters**

University of Nebraska, Space Guidelines and Land Guidelines, revised January 14, 1987, and the University of Nebraska-Lincoln, Design Guidelines, July 2016 Edition.

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

The project includes a new addition of approximately 6,300 GSF. Approximately 20,700 new GSF is also captured as a result of infilling floors in the two-story volumes for classroom, offices and student collaboration spaces.

**Mabel Lee Hall Renovation**

Program Statement

	<b>Existing</b>	<b>Proposed</b>	<b>Difference</b>
<b>Net Square Feet</b>	93,823	117,298	
<b>Gross Square Feet</b>	101,682	128,682	27,000
<b>Efficiency</b>		91%	

**C. Impact of the project on existing space**

**1) Reutilization and function(s)**

The swimming pool, dance studio and gymnastics training gym will be converted into useable classroom, research, and study and office space.

- The two-story volume in the pool area will be converted to a 380-seat lecture hall for campus-wide use.
- Construction of a new intermediate-level floor in the two-story Dance Studio will create expanded areas for quality learning, research, and engagement.
- The women’s gymnastics training gym will be re-purposed as a multi-purpose study and commons area with flexible seating to allow easy adaptation for CEHS events.

Faculty and staff from Teacher Learning and Teacher Education (TLTE) and the Nebraska Center for Research on Children, Youth, Families and Schools (CYFS) will be relocating from Henzlik Hall and the Teachers College Building to MLH as a means of facilitating collaboration across departments and building a stronger sense of community within CEHS. Spaces currently occupied by TLTE and CYFS will be repurposed for use by other existing programs within CEHS. Renovation of these spaces, if any, are not included in the scope of this project.

**2) Demolition**

To create a high quality academic building suitable for state of the art learning, research and academic engagement, the interior rooms in MLH will largely be demolished.

**3) Renovation**

The proposed renovation will increase the gross square footage of MLH by approximately 27%. This increase is attributable to partial floor infill of selected areas in the existing two-story spaces and through a new entry.

**7. EQUIPMENT REQUIREMENTS**

**A. List of available equipment for reuse**

The majority of the existing office and classroom furniture is not suitable for reuse. Existing equipment and furnishings that are less than 5 years old will be evaluated for reuse.

**B. Additional Equipment**

**1) Fixed equipment**

Fixed equipment includes white boards, projection screens, base and wall cabinets, shelving, display furnishings, and lecture hall seating.

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## Mabel Lee Hall Renovation

### Program Statement

#### 2) Movable equipment

Moveable equipment will include office, classroom and student support space furniture to serve the renovated building and new entry addition. This includes lounge, conference and office furniture, coffee and side tables, lamps, and tables and chairs for study spaces.

#### 3) Special or technical equipment

Special equipment includes audio-visual items such as large screen display monitors, sound and speaker systems, dual projection, and projectors as well as security cameras and access security.

## 8. SPECIAL DESIGN CONSIDERATIONS

### A. Construction Type

The construction type will be II-A per the IBC and II (111) per NFPA 101. The addition will blend the existing 1960's modernist architectural vocabulary with contemporary materials harmonious with recent construction near the project site (e.g. Jorgensen Hall).

### B. Heating and Cooling Systems

Existing HVAC systems in MLH have exceeded their useful life and will be replaced. The 8-inch existing chilled water and steam mains are adequate to serve the building and will remain. Both steam and chilled water service entrances will be upgraded to meet current standards.

Multiple air handling units will be used to serve the building. Air handling units serving offices, classroom, corridors, restrooms, and other smaller spaces will be variable volume with terminal units. Air handling units serving large open spaces will be single zone variable volume

Mechanical rooms, stairs, storage rooms and other building service areas will be served with fan coil units or unit heaters. Areas requiring cooling will be served by 4-pipe fan coil units with chilled water cooling and hot water heating. Areas requiring only heat will be served by hot water unit heaters.

Telecommunication and elevator machine rooms will be cooled by dedicated units.

All HVAC systems will be connected to and controlled by the campus-wide Building Automation Systems (BAS).

### C. Sustainability

The project will not seek LEED Certification but will meet or exceed the requirements for sustainable design as set forth by the University of Nebraska President's Administrative Policy. The design will include good, long-term choices for components of the building finishes, building systems, and construction materials.

### D. Life Safety/ADA

All areas being renovated and constructed will be made accessible under the terms of the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines.

Life safety systems will be designed in accordance with current code requirements. The building is currently protected by a wet pipe fire sprinkler system. The fire sprinkler system was installed in 2011 as part of a fire alarm upgrade project and meets all current codes and standards. The existing fire service will remain to serve the building and be modified as required to meet applicable codes and standards.

The fire alarm control panel will be reused if possible. The facility will be equipped with an addressable fire alarm system. A remote annunciator will be installed at the new main entry. Smoke detection will be provided. Heat detection will be provided in storage areas or as required by code.

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**Mabel Lee Hall Renovation**

Program Statement

If an open atrium is considered during design, smoke evacuation systems will be required by code, and include make-up air systems and exhaust fans connected to emergency power.

**E. Security**

The building security system will be evaluated during design and additional monitoring points will be added if warranted. Rough-ins for security and access control systems will be provided at each exterior door, and at selected interior doors as required. Active equipment (including card readers, door contacts, etc.), wiring, access cards and software will be provided by the University. Security cameras will be provided at select interior and exterior locations.

**F. Historic or architectural significance**

There are no buildings of historical or architectural significance on the site area that would influence project design.

**G. Artwork (for applicable projects)**

An artwork budget, sufficient for the project and consistent with Board of Regents policy, has been included in the project budget.

**H. Phasing**

The project is planned to be constructed and occupied in a single phase. Occupants of the building will be relocated to other facilities permanently or temporarily.

**I. Future expansion**

There are no plans to expand MLH in the future and no provisions will be made with this project.

**J. Other**

If renovation proceeds, a potential entry on the west façade may necessitate changes to the existing walks and landscape. Specifically, the partial infill of the garden-level area will impact the existing landscape and retaining wall system. Stormwater mitigation may be required and will be determined during design of the project. Additionally, the project will consider tree mitigation and preservation.

The existing Nutrition and Health Sciences Body Mass Index lab located in the lower level of MLH will be relocated in the building to support new mechanical space. It is anticipated however that the lab will remain on the lower level.

**9. PROJECT BUDGET & FISCAL IMPACT**

**A. Cost Estimate Criteria**

**1) Identify recognized standards, comparisons and sources**

The estimated probable costs were based on programming concepts prepared by the consultant team of architects and engineers, in conjunction with UNL Facilities, Planning and Construction. The estimate utilizes cost data compiled from recent projects completed on the UNL campus and the R.S. Means Cost Estimating Guide. Figures for in-house construction, including environmental controls, fire alarm, card access, landscaping and telecommunications were developed by University staff.

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

The estimate was prepared in December 2016 and escalated at 3% per year to an April 2019 midpoint of construction.

**Mabel Lee Hall Renovation**

Program Statement

- 3) **Gross and net square feet**  
 Gross square feet      128,682  
 Net square feet          117,298
  
- 4) **Project cost per net and gross square foot**  
 \$341 per NSF  
 \$311 per GSF
  
- 5) **Construction cost per gross square foot**  
 \$244 per GSF

**B. Total project cost**

<b>Construction</b>	
General Construction	\$26,600,000
Fixed Equipment	1,000,000
Site Work/Utilities	200,000
In-House Construction	1,650,000
Construction Contingency	2,000,000
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$31,450,000</b>
<b>Non-Construction</b>	
Project Planning	207,000
Professional Consultant Fees	2,630,000
Professional In-house	650,000
Equipment - Movable	2,000,000
Equipment - Special/Technical	2,100,000
Artwork	350,000
Other	575,000
Non-Construction Contingency	38,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$8,550,000</b>
<b>TOTAL PROJECT COST</b>	<b>\$40,000,000</b>

**C. Fiscal impact based on first full year of operations**

- 1) **Estimated additional operational and maintenance costs per year**  
 The estimated additional annual operating and maintenance costs are \$244,500.
  
- 2) **Estimated additional programmatic costs per year**  
 No additional programmatic costs are anticipated as a result of this project.

**10. FUNDING**

- A. Total funds required:**  
 \$40,000,000

**Mabel Lee Hall Renovation**

Program Statement

**B. Project Funding Sources:**

Funding Sources	Amount	% Total
LB957 Bond Proceeds	40,000,000	100.0%
<b>Total</b>	<b>\$ 40,000,000</b>	<b>100%</b>

**C. Fiscal year expenditures**

FISCAL YEAR	EXPENDITURES
FY2015-2017	291,000
FY2017-2018	1,427,000
FY2018-2019	596,000
FY2019-2020	12,158,000
FY2020-2021	25,528,000

**11. TIMELINE**

- a. Program Statement June 1, 2017
- b. Funding Fully allocated; timing of availability will be considered with cash flow needs and matched to schedule decisions
- c. A/E and Contractor Selection August 11, 2017
- d. Intermediate Design Review February 2018
- e. Complete Design August 2018
- f. One year Strategic Pause September 2018
- g. Receive Sub/Supplier Bids for Construction September 2019
- h. Final Occupant Move out September 2019
- i. Start Construction October 2019
- j. Complete Construction May 2021
- k. Occupancy July 2021

**12. HIGHER EDUCATION SUPPLEMENT**

**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

- 1)  CCPE review is required and information is included
- 2)  CCPE review is not required.

**B. Method of Contracting**

**1) Identify method**

The method of contracting for this project will be Construction Manager at Risk (CMR), awarded to the best qualified and best value prime general contractor.

**2) Provide rationale for method selection**

CMR delivery method is recommended to provide the best value (quality and cost) by using an integrated design process and transparent bid process that maximizes the local market conditions.

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

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Fund B University Program and Facilities Fees:  
2017-18 Allocation for the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Fund B University Program and Facilities Fees (UPFF)  
2017-18 Allocation for the University of Nebraska-Lincoln (UNL)

UPFF Fund B	Approved	Recommended	
<u>Category</u>	<u>Allocation</u>	<u>Allocation</u>	
	<u>2016-17</u>	<u>2017-18</u>	
Facilities:			
Nebraska Union	\$1,419,376	\$1,419,376	
Recreation	928,000	960,300	
Existing Debt Service	2,826,250	2,826,250	
Campus Recreation	7,891,223	8,092,655	
Nebraska Unions	4,892,233	5,011,535	
Transit Services	1,273,837	1,261,358	
Univ. Health Center	<u>6,310,064</u>	<u>6,510,649</u>	
Total	<u>\$25,540,983</u>	<u>\$26,082,123</u>	
<u>Cost/Student/Semester:</u>	<u>2016-17</u>	<u>2017-18</u>	<u>Decreases</u>
6 CH or less	\$333.79	\$330.28	-\$3.51/-1.1%
7 CH or more	584.20	576.84	-7.36/-1.3%

PREVIOUS ACTION: March 18, 2016 –The Board of Regents approved the 2016-17 Fund B allocation.

May 30, 2014 – The Board approved a five-year agreement with the City of Lincoln to provide StarTran bus service on routes connecting UNL City and East campuses to Nebraska Innovation Campus.

EXPLANATION: General policies governing the administration of University Program and Facilities Fees are set forth in Chapter 5.9 of the *Board of Regents' Policies*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2017-18.

The allocation decreases are primarily attributable to increased personnel costs and the rising cost of utilities being offset by greater increases in number of students.

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

PROJECT COST: None

SOURCE OF FUNDS:

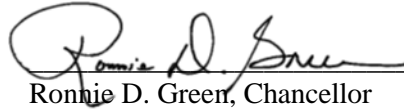
None

SPONSORS:

Juan N. Franco  
Vice Chancellor for Student Affairs

Christine A. Jackson  
Vice Chancellor for Business & Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Romie D. Green", is written over a horizontal line. The signature is contained within a rectangular box.

Romie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE:

April 11, 2017



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

MEETING DATE: June 1, 2017

SUBJECT: Fund B, University Program and Facilities Fee (UPFF):  
2017-18 Allocation for the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF)  
2017-18 Allocation for the University of Nebraska at Kearney (UNK).

UPFF Fund B <u>Category</u>	Approved Allocation <u>2016-2017</u>	Recommended Allocation <u>2017-2018</u>	
Health Services	\$845,000	\$815,000	
Student Events	806,000	860,000*	
Facilities	683,000	650,000	
Union	445,000	430,000	
Wellness Center	<u>524,000</u>	<u>488,000</u>	
 TOTAL	 <u>\$3,303,000</u>	 <u>\$3,243,000</u>	
 <u>Cost/Student/Semester:</u>	 <u>2016-17</u>	 <u>2017-18</u>	 <u>Increase</u>
4 CH or less	\$67.75	\$70.25	\$2.50/3.7%
4-6 CH	135.50	140.50	\$5.00/3.7%
7 CH or more	387.00	397.00	\$10.00/2.6%

PREVIOUS ACTION: March 18, 2016 – The Board of Regents approved the 2016-17 Fund B allocation.

EXPLANATION: General policies governing the administration of the University Program and Facilities Fees are set forth in §5.9 of *the Board of Regents' Policies of the University of Nebraska*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents' policy. The proposed allocations are based on the UPFF fees to be collected in 2017-18.

\*The Student Events (SET) fee is increased from \$92 to \$102 per semester. The SET fee allows UNK students to attend all athletic events, plays, theatre performances and speaker forums at no charge per event.

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

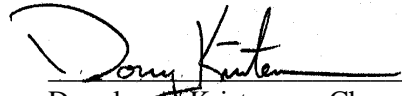
PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR:

Jon C. Watts  
Vice Chancellor for Business & Finance

RECOMMENDED:

  
\_\_\_\_\_  
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

DATE:

February 10, 2017

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

MEETING DATE: June 1, 2017

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):  
2017-2018 Allocation for the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF)  
2017-18 Allocation for the University of Nebraska Medical Center.

UPFF Fund B <u>Category</u>	Approved Allocation <u>2016-17</u>	Recommended Allocation <u>2017-18</u>	
Student Health			
Services	\$383,440	\$404,010	
Supplemental			
Counseling	38,400	38,400	
Campus Recreation	<u>223,125</u>	<u>223,125</u>	
TOTAL	<u>\$644,965</u>	<u>\$665,535</u>	
<u>Cost/Student/Semester:</u>	<u>2016-17</u>	<u>2017-18</u>	<u>Increase/(Decrease)</u>
Full time	\$162.25	\$162.25	None
Part time	162.25	112.50	(\$50.00)/(31%)

PREVIOUS ACTION: March 18, 2016 – The Board of Regents approved the 2016-17 Fund B allocation.

EXPLANATION: The 2017-2018 recommended allocation for UPFF Fund B is the same as the 2016-2017 allocation for full-time students. However, this proposal will make Fund B mandatory for part-time students, in alignment with the other NU campuses. The fee for part-time students will be decreased from \$99.75 to \$50.00 for fall and spring semesters.

General policies governing the administration of University Program and Facilities Fees are set forth in § 5.9 of the *Board of Regents' Policies of the University of Nebraska*. This recommended allocation was reviewed by appropriate student representatives and administrative personnel as directed by Board of Regents policy. The proposed allocation is based on 2016-17 student enrollment. Actual revenues will be higher if enrollment increases and/or more students participate.

The recommendation, if approved, will maintain the fund B fees for full time students at \$162.25 per semester (\$99.75 of student health services fees plus \$62.50 of campus recreation fees). Part-time student rates would decrease from \$162.25 to \$112.50 per semester (\$50.00 for student health services fees plus \$62.50 of campus recreation fees).

The proposed allocation has been reviewed and is recommended for approval by the Business Affairs Committee.

PROJECT COST: None  
SOURCE OF FUNDS: None  
SPONSOR: Deborah L. Thomas  
Vice Chancellor for Business & Finance

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: February 08, 2017

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

MEETING DATE: June 1, 2017

SUBJECT: Name the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning”.

RECOMMENDED ACTION: Approve the naming of the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning”.

PREVIOUS ACTION: January 27, 2017 – The Board of Regents changed the scope and increased the budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha to reflect the receipt of a \$19.8M federal grant.

September 16, 2016 - The Board of Regents received the Intermediate Design Report for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

October 9, 2015 - The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

April 10, 2015 - The Board of Regents approved the establishment of the Interprofessional Experiential Center for Enduring Learning (iEXCEL<sup>SM</sup>) to be housed in the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

EXPLANATION: The generous gift from Willa Seemann honors her late father and mother, Dr. Edwin Davis and Dorothy Balbach Davis. Her gift will enhance UNMC's international reputation and put Nebraska at the leading edge of interprofessional education using simulation and 3D virtual reality.

By naming the new building the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning” in recognition of the gift from Willa Seemann, the Board of Regents expresses on behalf of the University of Nebraska Medical Center its deepest gratitude and appreciation to Willa Seemann for her continued support of the University of Nebraska.

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

SPONSOR:

Deborah L. Thomas  
Vice Chancellor for Business and Finance

RECOMMENDED:



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Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center



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Hank M. Bounds, President  
University of Nebraska

DATE:

May 15, 2017

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

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Program Statement for the renovation of the Joseph D. & Millie E. Williams Science Hall on the campus of the University of Nebraska Medical Center in Omaha (UNMC).

RECOMMENDED ACTION: Approve the Program Statement for the renovation of the Joseph D. & Millie E. Williams Science Hall.

PREVIOUS ACTION: None

EXPLANATION: The Joseph D. & Millie E. Williams Science Hall (Williams Science Hall), formerly the College of Pharmacy building, is a four level concrete and masonry structure containing about 65,000 gross square feet of space. The building has been in service since its completion in 1976 providing education, administrative and research space for the College of Pharmacy.

After 40 years of service, the Williams Science Hall is now showing the effects of general obsolescence, has building systems approaching the end of their service lives and is out of compliance with current building and life safety codes. The signing of LB957 into law and the relocation of the education and administrative functions the College of Pharmacy to new quarters in 2016 has provided the opportunity to renovate the Williams Science Hall for continued use and to repurpose currently inactive education and administrative space.

The proposed renovation of the Williams Science Hall will restore the building to current code and life safety standards, update the building's mechanical and electrical infrastructure, repurpose about 28,000 square feet of space vacated by the College of Pharmacy, update common space and corridors, improve about 24,000 square feet of existing research laboratory and support space, and renew interior and exterior finish materials as needed.

The building's location on the student plaza makes it a good choice for providing academic and financial services convenient to UNMC students. The former administrative and education space on the buildings second floor will be remodeled to provide a consolidated location, central to academic activities, for the offices of Student Services, Graduate Studies Administration, and International Health and Medical Education currently in separate locations. A small student lounge and gathering space on the first floor will return to service with minor updating to serve the diverse and growing student population accessing services within the building. An existing 98-seat auditorium on the first floor will be updated and assigned primarily as the home for the educational activities of the UNMC High School Alliance, an important recruiting program for UNMC.

Research laboratories and research support spaces existing on the first, third and fourth floors of the building are planned to remain in service to house competitively funded research with emphasis on pharmacy research. About 20% of the labs are original to the building and will be fully renovated. The remaining labs have been partially updated in the past several years and will receive improved ventilation and lighting only.

The successful completion of this project will:

- Prepare the Williams Science Hall for continuing service well into the future.
- Provide a student centered, consolidated, operationally efficient and clearly identifiable location for UNMC Student Service functions.
- Provide improved laboratory space to support the continued growth of externally funded research and facilitate increased interaction and collaboration among pharmacy and related researchers.

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

The proposed Program Statement was reviewed and recommended for approval by the Business Affairs Committee

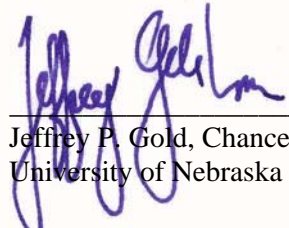
Proposed start of construction: March 2018  
Proposed completion of construction: February 2019

PROJECT COST: \$10,000,000

ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS: LB957 Bond Proceeds

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

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: April 14, 2017



## Program Statement

Project Name: Joseph D. & Millie E. Williams Science Hall Renovation  
Campus: University of Nebraska Medical Center  
Date: March 31, 2017  
Prepared by: RDG Planning and Design with UNMC Facilities Planning and Construction  
Campus Project No: P-16124  
Phone: (402) 559-5022

### 1. Introduction

#### A. Background and history

The Joseph D. & Millie E. Williams Science Hall (Williams Science Hall), formerly the College of Pharmacy building, was completed in 1976 as a four-story, brick-clad building containing about 65,200 gross square feet. Since its construction, the building has housed the education, administration, and student support and research laboratory functions of the College of Pharmacy. The education and administrative functions of the college along with many of its research laboratories have now moved to the recently completed UNMC Center for Drug Discovery and Lozier Center for Pharmacy Sciences and Education building. After over 40 years of service and with only modest renovations, the building is in need of significant updating. The signing of LB 957 into law along with the relocation of the College of Pharmacy has provided the funding and opportunity to renovate and repurpose the Williams Science Hall.

#### B. Project description

The proposed project will prepare the Williams Science Hall for continued service well into the foreseeable future by first restoring it to compliance with current building, fire and life safety, and energy codes as well as renewing aging building infrastructure including:

- Replacing the generally obsolete mechanical and electrical systems.
- Installation of larger and ADA compliant restrooms.
- Updating the buildings telecommunications infrastructure.

Additionally, the project will renovate about 28,000 net square feet of space vacated by the College of Pharmacy, to meet the needs of new occupants along with about 24,000 square feet of existing research space:

An existing 98-seat auditorium on the first floor will be updated and assigned primarily as the home for the educational activities of the UNMC High School Alliance, an important recruiting program for UNMC. It will also be scheduled for other campus activities. A small student lounge and gathering space on the same level will remain in service with minor updating to serve the diverse and growing student population accessing services within the building.

The former College of Pharmacy administrative and education space on the buildings second floor, will be remodeled to provide a consolidated location, central to academic activities and convenient for students, for UNMC Student Services, Graduate Studies administration and International Health and Medical Education offices.

Research laboratories and research support spaces existing on the first, third and fourth floors of the building are planned to remain in service to house competitive funded research with emphasis on pharmacy research. About 20% are original to the building and will be fully renovated. The remaining labs have been partially updated in the past several years and will receive improved ventilation and lighting only.

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**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

**C. Purpose and objectives**

The purpose of the proposed project is to prepare the Williams Science Hall for continued long-term use, provide for the consolidation and improved operations and accessibility of campus Student Services functions, provide a campus home-base for international student services and activities, and renovate research laboratory space for the continued conduct of competitively funded research with emphasis on pharmacy research.

**2. Justification of the Project**

**A. Data that supports the funding request**

The provision of services to students from financial aid to academic records is an essential part of campus operations. UNMC enrollment is projected to grow from 3,800 students to 5,000 students, over the next decade with an expected increase of over 550 students on the Midtown Omaha Campus including an increasing international student component. Consolidation of student services will better support recruitment, retention and provision of services to a growing student enrollment, and especially to international students, in one convenient and student-centered location.

The High School Alliance, an important recruiting resource and outreach program for UNMC, is planned to grow from its current 65 students to 90 students and is in need of a permanent classroom location.

As the UNMC biomedical research enterprise continues to grow, the demand for laboratories suitable for competitive research grows as well. Annual research expenditures at UNMC, currently over \$100 million, are anticipated to grow by 2% to 3% per year, achieving a total of \$125M per year by 2025. This rate will most likely require the use all existing campus labs. The laboratories located in Williams Science Hall, now in need of full or partial renovation after years of use, are among the 7% of all lab assignment modules at UNMC that will require renovation in the near term to support the continued growth of the most competitive research. Their renovation will be especially useful in the area of pharmacy research due to their proximity to the UNMC Center for Drug Discovery.

**B. Alternatives considered**

A task force of UNMC deans, vice chancellors and academic services representatives was convened to consider the vision for future development on campus as well as alternative uses for Williams Science Hall. A variety of alternatives were considered with the highest priorities identified to be consolidation of student services and renewal of research laboratories.

**3. Location and site considerations**

**A. County:** Douglas

**B. Town or campus:** University of Nebraska Medical Center – Midtown Omaha

**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

- C. Proposed site:** The Williams Science Hall is located on the east side of 42nd Street between the College of Nursing building and the Michael F. Sorrel Center for Health Science Education, on the UNMC Midtown Omaha Campus.



- D. Statewide building inventory:** 51ZZ0037900B

**E. Influence of project on existing site conditions**

- 1) Relationship to neighbors and environment**

The project will not change the relationship of Williams Science Hall to neighboring campus buildings. All building entry points and inter-building circulation routes will be maintained.
- 2) Utilities**

Existing steam and chilled water utility connections will be reused. The normal electrical entrance equipment serving the building will be relocated as necessary to accommodate the installation of new equipment and comply with current codes.
- 3) Parking & circulation**

The project will not alter existing parking, vehicular or pedestrian circulation, or service access to the building.

**4. Comprehensive Plan Compliance**

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

**The objectives of this project support the following goals of the University of Nebraska Strategic Planning Framework 2014-2016:**

- 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.

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**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector and other educational institutions.

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

**Campus Strategic Plan:**

The objectives of this project support the following strategies of the UNMC – Nebraska Medicine Strategic Plan 2017-2020 (Draft of 1/13/2017):

**Strategy 1: EDUCATION PROGRAMS:** *Enhance UNMC's and Nebraska Medicine's educational programs as the most learner centered university in health professions education.*

**Strategy 2: RESEARCH PROGRAMS:** *Increase the research scope and prominence as a top tier academic health sciences center*

**Strategy 4: INSTITUTIONAL OUTREACH:** *Advance UNMC and Nebraska Medicine's urban and rural community outreach as well as the national and global partnerships to build a healthier future*

**Strategy 6: ECONOMIC DEVELOPMENT:** *Diversify and strengthen the regional and global impact of the UNMC and Nebraska Medicine educational, research, outreach and clinical programs.*

**Strategy 7: ORGANIZATIONAL CULTURE:** *Strengthen employee loyalty, satisfaction and wellness by continually enhancing the organizational culture.*

**B. Consistency with the agency comprehensive capital facilities plan**

The proposed project is consistent with the concepts of the UNMC 2016 – 2025 Facilities Development Plan to be presented to the Board of Regents during the summer of 2017.

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

The Statewide Comprehensive Capital Facilities Plan states that individual capital construction projects will support institutional strategic comprehensive facilities plans.

**5. Analysis of existing facilities**

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

Biomedical Research – Laboratories primarily focused in the area of pharmacy research.

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**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

Auditorium – Former classroom space by the College of Pharmacy. Now used for various classes and assemblies.

Inactive Space – Former administrative and academic space for the College of Pharmacy

**B. Square footage of existing areas:**

See table below

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

Existing space includes 14,368 nsf of non-assignable space; 2,173 nsf of vacant classrooms; 3,944 nsf of vacant study space and 3,751 nsf of vacant office space. 2,024 nsf of general use space is utilized at 45% and 24,577 nsf of lab space is utilized at 80%.

**D. Physical deficiencies**

- Much of the mechanical and electrical infrastructure, including emergency services and laboratory exhaust, is at the end of its useful life or is not code compliant.
- The building fire sprinkler system needs service. Many areas in the building do not meet current building or accessibility codes, including the greenhouse, restrooms, stairs, lobby, and auditorium. Many areas also have deteriorating finishes.
- Exterior finishes above the second floor are deteriorating.

**E. Programmatic deficiencies**

Student service functions are currently distributed across several buildings on the campus periphery including Academic & Research Services building, Student Life Center and Business Service Center creating an inconvenient experience for students and prospective students. In their current locations, growth space is limited, student way-finding is challenging, and inefficiencies in departmental operations and communications are ongoing. The High School Alliance program is in need of a permanent home classroom location associated with student gathering space to be more student centered.

**F. Replacement cost of existing building**

\$13,612,789

**6. Facility Requirements and the Impact of the Proposed Project**

**A. Functions and purpose of the proposed program**

**1) Activity identification and analysis**

Student Services - The UNMC Student Services group assists college and program staff with the recruitment and retention of those pursuing a career in the health sciences at UNMC. It is responsible for aiding students in all colleges and programs and on all campuses. Student Services staff are available to assist students with financial aid, scholarships, tuition & fees, transcripts, and maintenance of their official academic record. Commencement and graduation activities are coordinated through the office of UNMC Student Services.

Graduate Studies - As part of the system-wide Graduate College, the Graduate Studies programs at UNMC offer advanced instruction leading to the Master's and Doctor of

**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

Philosophy degrees in health-related areas.

International Health and Medical Education - The International Health and Medical Education (IMHE) office supports the UNMC’s mission through the facilitation of collaborations and partnerships. Strategic partnerships may be with not-for-profit and for profit entities locally, nationally, and internationally. The benefits of these partnerships provide necessary resources to support student and faculty exchanges and promote research. IHME also develops and promotes opportunities for faculty, staff, and students to participate in global health education and to provide services associated with educational and employment opportunities for international participants such as visas, etc.

UNMC High School Alliance – An important recruiting and outreach program providing high school juniors and seniors with the opportunity to take college level, on-campus coursework led by UNMC instructors, along with observation and shadowing designed to give students an appreciation for the work of health care professionals and laboratory research.

Biomedical Research - Funded biomedical research, primarily focused on areas of interest related to pharmacy, is and will continue to be performed in the building’s existing laboratories. These laboratories are competitively assigned.

**2) Projected occupancy/use levels**

- Personnel projections**

	<b>Current</b>	<b>Future</b>
Student Affairs	17	18
International Health and Medical Education	11	14
Graduate Studies	3	4
High School Alliance	5	5

- Describe/justify projected enrollments/occupancy**  
See Section 2 “Justification of the Project”

**B. Space requirements**

**1) Square footage by individual areas and/or functions**

<b>Space Description</b>	<b>Space Use Code</b>	<b>Existing NSF</b>	<b>Renovated NSF</b>	<b>New NSF</b>	<b>Total NSF For Project</b>
Classroom Facilities	110	1,601	240		
Class Laboratory Service	215	572	-		
Research/Nonclass Laboratory	250	17,479	17,479		
Research Office	251	5,394	5,394		
Research/Nonclass Laboratory Service	255	1,705	1,705		
Office	310	1,713	3,956		

**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

Conference Space	350	299	870		
Office Service	315	1,348	860		
Study Room	410	594	-		
Study Service	455	1,708	-		
Greenhouse	580	626	-		
Greenhouse Service	585	409	-		
Other (All Purpose)	590	607	-		
Assembly	610	1,696	1,696		
Assembly Service	615	328	328		
Central Computer or Telecommunications	710	-	200		
Central Storage	730	799	959		
Central Storage Service	735	843	843		
Circulation Area	WWW	13,199	12,380		
Building Service Area (including Restrooms)	XXX	1,169	2,010		
Mechanical Area (Electrical Closet)	YYY	incl. in GSF	200		
<b>Total Net Square Feet</b>		<b>52,089</b>	<b>49,120</b>		<b>49,120</b>
Existing Gross Square Feet		65,156	<b>65,156</b>		
less: Greenhouse Demolition			<b>-684</b>		
<b>Total Gross Square Feet</b>			<b>64,472</b>		
Building Efficiency		79.9%	76.2%		

**2) Basis for square footage/planning parameters**

Wherever possible, the size of existing rooms has not been changed. All spaces to be remodeled have been programmed using UNMC space standards and/or good architectural practice.

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

<b>Functional Groups to be Relocated</b>	<b>Current Location</b>	<b>Current Area (NSF)</b>	<b>Proposed Area (NSF)</b>	<b>Variance</b>
Student Services	Student Life Center	2,717	2,156	-561
Graduate Studies	Academic & Research Services	451	456	5
International Health and Medical Education	4230 Building	1,267	1,432	165
High School Alliance	College of Nursing and Sorrell Center	307	312	5
<b>Williams Science Hall</b>				
Gross Square Feet		<b>65,156</b>	64,472	-684



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**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

**C. Impact of the project on existing space**

**1) Reutilization and function(s)**

All current research space in the Williams Science Hall will be reutilized along with the auditorium and common areas.

**2) Demolition**

Demolition is limited to interior modifications, infrastructure renewal work, and the removal of a greenhouse formerly used by the College of Pharmacy.

**3) Renovation**

The former administrative and education space of the College of Pharmacy will be renovated and repurposed. Current research space, the auditorium and common areas will be remodeled as needed.

**7. EQUIPMENT REQUIREMENTS**

**A. List of available equipment for reuse**

Not applicable

**B. Additional Equipment**

**1) Fixed equipment**

Not applicable

**2) Movable equipment**

Furniture provided by the project will be limited to office, student, and common areas and will be specified during the design phase of the project.

**3) Special or technical equipment**

Not applicable

**8. SPECIAL DESIGN CONSIDERATIONS**

**A. Construction Type**

The original building structure is concrete with post-tensioned concrete floor slabs. The first and second floors of the building are clad with brick. In 1989 the brick cladding on the third and fourth floors was removed and replaced with an exterior insulated finish system to reduce structural load at the same time the original structure was supplemented with additional steel columns that tie into the concrete structural system.

**B. Heating and Cooling Systems**

HVAC Systems will be upgraded to provide code-compliant ventilation and temperature control for laboratory and non-laboratory spaces. A new heat recovery and exhaust fan system will be installed on the roof to meet current building codes.

**C. Sustainability**

Building modifications will be designed to meet the basic requirements of the University of Nebraska Sustainable Design Policy.

**D. Life Safety/ADA**

The facility will be renovated in accordance with the International Codes 2012 Edition, all



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**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

applicable NFPA 101-2000 code references and the 2010 ADA Standards for Accessible Design and the ICCI ANSI A117.1-2002 Accessibility Codes, and Title 156 of the Nebraska Administrative Code.

**E. Security**

Building security will be considered in the design of the building renovations including the installation of card access at desired locations, surveillance cameras and other physical security measures to be determined during the design process.

**F. Historic or architectural significance**

Not applicable

**G. Artwork**

The artwork budget is consistent with Board of Regents 1% for art policy.

**H. Phasing**

Construction phasing will be required to maintain existing laboratory research activities. The project will be phased in such a manner to allow a vibration sensitive laboratory on the first floor to remain operational throughout construction. Labs on the 3rd and 4th floor will also continue to remain operational during construction. These labs will be relocated sequentially as needed to allow construction on the east half of the building first, then on the west half. Detailed phasing will be determined during the design process.

**I. Future expansion**

None anticipated

**J. Other**

Electrical Systems - The normal electrical service will be replaced and upgraded to comply with current code and to allow for additional circuit capacity. Emergency and exit lighting will be provided throughout the building as required to meet current code. Lighting will be replaced with LED lighting in all renovated spaces.

Fire Alarm System – The existing fire alarm system will be modified and expanded as necessary in renovated spaces.

Telecom System –Network switching equipment and telecommunications distribution cabling will be replaced in renovated spaces.

**9. PROJECT BUDGET & FISCAL IMPACT**

**A. Cost Estimate Criteria**

**1) Identify recognized standards, comparisons and sources**

The programming architect developed the opinion of probable construction cost for this project with input from the construction community and consultation with an independent construction cost consultant. Cost estimates were normalized to the Omaha market area.

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

The project cost estimate was prepared in March 2017. The cost estimate assumes a 4% annual inflation rate for the 17-month period from April 2017 to the midpoint of construction in September 2018.

**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

3) **Gross and net square feet**

	Existing	Proposed
Net Square Feet	52,089	49,120
Gross Square Feet	65,156	64,472
Building Efficiency	79.9%	76.2%

4) **Project cost per net and gross square foot**

Project cost/NSF = \$ 203.58

Project cost/GSF = \$ 155.11

5) **Construction cost per gross square foot**

\$132.77

**B. Total project cost**

**Construction**

General Construction	\$8,152,000
Fixed Equipment	
Site Work/Utilities	
Construction Contingency	\$408,000
<b>Total Construction Cost</b>	<b>\$8,560,000</b>

**Non-Construction**

Project Planning	\$68,000
Professional Consultant Fees	\$732,000
Professional In-house	\$214,000
Equipment - Movable	\$195,000
Equipment - Special & Technical	
Land Acquisition	
Artwork	\$100,000
Other	\$62,000
Non-construction Contingency	\$69,000
<b>Total Non-construction Cost</b>	<b>\$1,440,000</b>
<b>Total Project Cost</b>	<b>\$10,000,000</b>

**C. Fiscal impact based on first full year of operations**

1) **Estimated additional operational and maintenance costs per year**

None

2) **Estimated additional programmatic costs per year**

None

**10. FUNDING**

**A. Total funds required:**

\$10,000,000

**Joseph D. & Millie E. Williams Science Hall Renovation**

Program Statement

**B. Project Funding Sources:**

LB957 Bond Proceeds

**C. Fiscal year expenditures**

FY 16/17	\$ 68,000
FY 17/18	\$1,930,000
FY 18/19	\$8,002,000

**11. TIMELINE**

<b>A. Program Statement</b>	June 2017
<b>B. Funding</b>	January 2018
<b>C. Professional consultant(s) selection</b>	August 2017
<b>D. Intermediate Design Documents</b>	December 2017
<b>E. Receive bids for construction</b>	March 2018
<b>F. Award of contract and start of construction</b>	March 2018
<b>G. Completion of construction</b>	February 2019

**12. HIGHER EDUCATION SUPPLEMENT**

**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

- 1)  CCPE review is required.
- 2)  CCPE review is not required.

**B. Method of Contracting**

**1) Identify method**

Construction of the project will be bid with subsequent contract award to the low responsible bidder.

**2) Provide rationale for method selection**

Bidding conditions in the Omaha construction market are currently favorable, and are expected to yield the most favorable price at the time the project will be bid.

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

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Approve project budget to complete removal of contaminated soils, underground tanks and concrete structures from the University properties previously occupied by Omaha Steel Castings and remediate and restore the properties for future use.

RECOMMENDED ACTION: Approve the project budget to remove underground tanks and concrete from University properties at 4605 Farnam Street and 795 South 48<sup>th</sup> Street, Omaha, Nebraska and complete remediation and restoration of these properties.

PREVIOUS ACTION: May 30, 2014 – The Board of Regents approved the purchase of two parcels of land located at 4605 Farnam Street and at 795 South 48<sup>th</sup> Street, Omaha Nebraska, previously occupied by Omaha Steel Castings (collectively, the “Property”).

EXPLANATION: UNMC entered into a unit price contract with High Plains Enterprises Inc., awarded through a public bid process on July 27, 2016, which included a base contract price of \$442,750 for work associated with removal of the known underground tank and concrete as well as unit prices contingent upon the amount of concrete removal, disposal, over excavation and fill import necessary to remediate and restore the Property.

During soil removal numerous unforeseen conditions and challenges arose that resulted in the need to excavate, remove, and import much more material than originally anticipated, and therefore the unit price costs of the remediation have exceeded the amounts that were originally estimated. The following is a brief summary of the unexpected issues encountered during work at the Property:

1. Underground concrete tunnels and oversized foundations throughout the site had to be removed increasing the amount of fill needed on site.
2. Numerous underground oil tanks were discovered which were drained at a point in time and filled with concrete.
3. Once the above items were discovered and removed the Nebraska Department of Environmental Quality (NDEQ) requested that a 12-inch fill cap be added to create a “clean layer” over the entire site.

Although more than \$420,000 of soil removal cost was saved on the Global Center project by moving over 35,000 cubic yards of fill dirt from the Global Center site to the Property, there are still substantial unit price costs associated with the additional necessary work under the High Plains contract as well as increased landfill tipping fees, paid directly by

UNMC, resulting from the disposal of the unforeseen amounts of additional soil and debris.

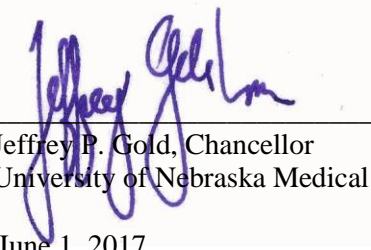
The proposed budget was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$4,135,365

SOURCES OF FUNDS: Trust funds

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

RECOMMENDED:



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Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: June 1, 2017

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

MEETING DATE: June 1, 2017

SUBJECT: Amendment to the Lease of the CL Werner Cancer Hospital to Nebraska Medicine

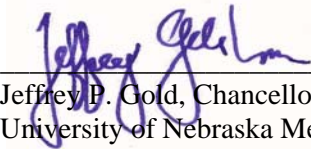
RECOMMENDED ACTION: Approve the amendment to the lease of the CL Werner Cancer Hospital to Nebraska Medicine.

PREVIOUS ACTION: March 21, 2014 – The Board of Regents approved the lease of the CL Werner Cancer Hospital to the Nebraska Medical Center  
March 13, 2013 – The Board of Regents approved a Resolution relating to the Cancer Center Research Project at the University of Nebraska Medical Center which approved the issuance of not to exceed \$40,000,000 principal amount of UNMC Cancer Research Center Bonds, Series 2013 by The University Nebraska Facilities Corporation.  
November 29, 2012 – The Board of Regents approved the Program Statement and Budget for the construction of a Cancer Research Center on the campus of the University of Nebraska Medical Center.

EXPLANATION: The proposed lease amendment reduces the length of the lease from 40 years to 29 ½ years so the building can be expensed by Nebraska Medicine, rather than be treated as a capital asset for accounting purposes. The new length is less than three-quarters of the depreciable life of the building which is the accounting benchmark for the treatment desired by Nebraska Medicine. Treatment as an “operating lease” also allows Nebraska Medicine to exclude the obligation from indebtedness under its debt covenants. Financial terms of the lease did not change materially.  
The proposed lease amendment was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: None

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

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: May 15, 2017

**FIRST AMENDMENT TO  
COMPREHENSIVE CANCER CENTER  
LEASE AGREEMENT**

This First Amendment to Comprehensive Cancer Center Lease Agreement (this “First Amendment”) is effective as of the date last signed below, and is made and entered into by and between The Nebraska Medical Center, a Nebraska nonprofit corporation (“Tenant”) and the Board of Regents of the University of Nebraska, a governing body for the University of Nebraska Medical Center (“Landlord”).

**RECITALS**

**WHEREAS**, Landlord and Tenant are parties to that certain Comprehensive Cancer Center Lease Agreement dated as of the 26<sup>th</sup> day of March, 2014 (the “Lease”), whereby Tenant leases from Landlord a certain portion of the Building to be used for clinical facilities by Tenant; and

**WHEREAS**, Landlord and Tenant desire to amend the Lease as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual promises, obligations and benefits, the Landlord and Tenant agree as follows:

1. Paragraph 2(a) of the Lease is hereby deleted and the following is substituted in its stead:

The term of this Lease Agreement shall commence on the Commencement Date stated above. Tenant’s right to possession of the Leased Premises shall commence on that date that a Certificate of Occupancy is issued for the Leased Premises by the Nebraska State Fire Marshall (which the Landlord and Tenant shall confirm in writing to be attached to this Lease Agreement) (the “Possession Date”), and shall continue for a period of twenty nine (29) years and six (6) months, unless sooner terminated pursuant to paragraph 13 or as may be terminated pursuant to paragraph 23 upon the termination of the Successor Joint Operating Agreement dated July 1, 2016 between Clarkson Regional Health Services, Inc. and Landlord and Tenant, as entered into as of the 1<sup>st</sup> day of July, 2016 and as may from time to time be further amended (the “SJOA”) and any and all successor agreements to such SJOA relating to the organization or reorganization of Tenant that is consented or agreed to, from time to time, by each entity then a party to the SJOA or any such successor agreement (each, a “Successor SJOA”).

2. Paragraph 2(b) is hereby deleted and the following is substituted in its stead:

If on the date of the expiration of the term of this Lease pursuant to paragraph 2(a), the SJOA or a Successor SJOA shall remain in effect with Landlord and Tenant as parties, the term of this Lease Agreement shall be automatically extended for an additional term of twenty nine (29) years and six (6) months in consideration for the rent and other amounts payable by Tenant to Landlord; provided that this paragraph 2(b) shall not apply in the event of a termination of the Lease Agreement pursuant to paragraph 13 hereof. This paragraph 2(b) shall be applied to extend the expiration of the Term for the life of the Leased Premises.

3. Paragraph 3(a) is hereby deleted and the following is substituted in its stead:

Debt Service. Tenant agrees to pay to Landlord, as rent for the term of this lease agreement, an amount equal to the debt service for all of its bonded indebtedness and bonded indebtedness of its affiliates (the “Bonds”) (including the cost of issuance and interest only payments prior to the Possession Date and any amounts for deposit in a Debt Service Reserve Fund as required under the Bonds), as well as certain other agreed upon funding agreements, attributable to the Leased Premises, as set forth on the attached and incorporated Exhibit “B”; provided that upon any prepayment, redemption or defeasance of the Bonds by

the Landlord, Tenant shall have the option to prepay the debt service portion of the Rent under this paragraph 3(a) by paying the cost to Landlord of such prepayment, redemption of defeasance. In addition, Tenant shall pay to Landlord the interest only payments due under the Bonds after the Commencement Date but prior to the Possession Date. The structure and pricing of the Bonds and amount of the rent payments attributable to such principal and interest or interest-only sums for the Bonds, and other funding agreements, as described on Exhibit "B-1", and the due dates for such payments, shall from time to time be set forth in one or more bond pricing addenda or other funding agreement to be attached to Exhibit "B-1" of this Lease Agreement, pursuant to which Tenant shall from time to time agree in writing to the rent payments represented by such terms of the Bonds or funding agreement. Before the Bonds are issued, Landlord shall notify Tenant of the amount of the bond pricing and interest costs set forth in the bond pricing addenda. Any amount of rent payable to the Possession Date shall be deemed to be prepaid rent under this Lease Agreement.

4. Exhibit "A-1" is hereby deleted, and Exhibit "A-1" as attached to this First Amendment is substituted in its stead.
5. A new Exhibit "B-1" is hereby added to the Lease and incorporated by this reference in the form attached to this First Amendment.
6. Exhibit "C" is hereby deleted in its entirety and the reference thereto in the last sentence of Paragraph 5(d) of the Lease shall be removed.
7. A new Exhibit "D" is hereby added to the Lease and incorporated by this reference in the form attached to this First Amendment.
8. Unless otherwise modified or defined in this First Amendment, all capitalized terms used in this First Amendment shall have the meanings set forth for such terms in the Lease. Except as modified by this First Amendment, the Lease shall remain in full force and effect in accordance with its terms. In the event of a conflict between a provision of the Lease and this First Amendment, this First Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first set forth above.

**"LANDLORD"**

**"TENANT"**

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

**THE NEBRASKA MEDICAL CENTER,**  
a Nebraska nonprofit corporation

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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

Name: \_\_\_\_\_

Title: Corporation Secretary

Date: \_\_\_\_\_

Exhibit "A-1"



FRED & PAMELA  
BUFFETT CANCER CENTER

**Area Calculations**

Level	Area			Square Foot Total (D)
	Research (A)	Clinical (B)	Common (C)	
A	25,113	-	-	25,113
AM	5,767	-	-	5,767
G	6,821	16,977	14,560	38,358
1	767	46,514	7,701	54,982
2	22,461	62,893	1,118	86,472
3	1,452	2,294	-	3,746
4	25,780	41,916	1,190	68,886
5	25,918	28,939	1,436	56,293
6	25,554	36,247	1,510	63,311
7	26,216	35,568	1,510	63,294
8	25,701	36,101	1,510	63,312
9	30,041	2,311	1,013	33,365
10	28,537	3,747	1,026	33,310
11	453	-	836	1,289
<b>Subtotal</b>	<b>250,581</b>	<b>313,507</b>	<b>33,410</b>	<b>597,498</b>
	41.9% (A)/(D)	52.5% (B)/(D)	5.6% (C)/(D)	
<b>Commons</b>	<b>14,841</b>	<b>18,569</b>	<b>-</b>	<b>33,410</b>
<b>Total</b>	<b>265,422</b>	<b>332,076</b>	<b>-</b>	<b>597,498</b>
	44.4%	55.6%	0.0%	
<b>Chihuly</b>	<b>1,834</b>	<b>1,834</b>	<b>-</b>	<b>3,668</b>
<b>Total</b>	<b>267,256</b>	<b>333,910</b>	<b>-</b>	<b>601,166</b>

(TPG) 03/08/2017

## Exhibit "B-1"

### Lease Agreement Payment Schedule

Dates	Bond 1		Bond 2		Other Funding Agreements				Grand total
	Interest Only	Cost of Issuance, \$37M in Aggregate	P & I	Total Bond Pmts	Funding Ageements	White Book Project Expenses	Utility Infrastructure	Total Other Funding Agreements	FY Totals
FY12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$565,912.06	\$0.00	\$565,912.06	\$565,912.06
4/15/2014									
FY13	0.00	0.00	0.00	0.00	0.00	639,823.88	0.00	639,823.88	639,823.88
4/15/2014	543,333.33		0.00	543,333.33					
FY14	543,333.33	0.00	0.00	543,333.33	0.00	3,182,474.00	0.00	3,182,474.00	3,725,807.33
8/15/2014	1,065,000.00		0.00	1,065,000.00					
2/15/2015	1,065,000.00		0.00	1,065,000.00					
FY15	2,130,000.00	0.00	0.00	2,130,000.00	0.00	0.00	0.00	0.00	2,130,000.00
8/15/2015	1,065,000.00		0.00	1,065,000.00					
2/15/2016	1,065,000.00		0.00	1,065,000.00					
FY16	2,130,000.00	0.00	0.00	2,130,000.00	0.00	0.00	0.00	0.00	2,130,000.00
8/15/2016	1,065,000.00		546,223.54	1,611,223.54					
2/15/2017	1,015,000.00		499,087.50	1,514,087.50					
FY17	2,080,000.00	223,339.00	1,045,311.04	3,125,311.04	3,906,805.00	0.00	1,124,201.00	5,031,006.00	8,156,317.04
8/15/2017	1,015,000.00		499,087.50	1,514,087.50					
2/15/2018	906,700.00		4,429,087.50	5,335,787.50					
FY18	1,921,700.00	0.00	4,928,175.00	6,849,875.00	0.00	0.00	510,576.00	510,576.00	7,360,451.00
8/15/2018	906,700.00		459,787.50	1,366,487.50					
2/15/2019	678,500.00		2,529,787.50	3,208,287.50					
FY19	1,585,200.00	0.00	2,989,575.00	4,574,775.00	0.00	0.00	510,576.00	510,576.00	5,085,351.00
8/15/2019	678,500.00		449,437.50	1,127,937.50					
2/15/2020	593,125.00		2,539,437.50	3,132,562.50					
FY20	1,271,625.00	0.00	2,988,875.00	4,260,500.00	0.00	0.00	510,576.00	510,576.00	4,771,076.00
8/15/2020	593,125.00		428,537.50	1,021,662.50					
2/15/2021	157,875.00		2,558,537.50	2,716,412.50					
FY21	751,000.00	0.00	2,987,075.00	3,738,075.00	0.00	0.00	510,576.00	510,576.00	4,248,651.00
8/15/2021	157,875.00		407,237.50	565,112.50					
2/15/2022	72,500.00		2,582,237.50	2,654,737.50					
FY22	230,375.00	0.00	2,989,475.00	3,219,850.00	0.00	0.00	510,576.00	510,576.00	3,730,426.00
8/15/2022	72,500.00		385,487.50	457,987.50					
2/15/2023	47,250.00		2,600,487.50	2,647,737.50					
FY23	119,750.00	0.00	2,985,975.00	3,105,725.00	7,320,000.00	0.00	510,576.00	7,830,576.00	10,936,301.00
8/15/2023	42,250.00		352,262.50	394,512.50					
2/15/2024	0.00		2,637,262.50	2,637,262.50					
FY24	42,250.00	0.00	2,989,525.00	3,031,775.00	0.00	0.00	510,576.00	510,576.00	3,542,351.00
8/15/2024	0.00		317,987.50	317,987.50					
2/15/2025	0.00		2,667,987.50	2,667,987.50					
FY25	0.00	0.00	2,985,975.00	2,985,975.00	0.00	0.00	510,576.00	510,576.00	3,496,551.00
8/15/2025	0.00		282,737.50	282,737.50					
2/15/2026	0.00		2,702,737.50	2,702,737.50					
FY26	0.00	0.00	2,985,475.00	2,985,475.00	0.00	0.00	510,576.00	510,576.00	3,496,051.00
8/15/2026	0.00		234,337.50	234,337.50					
2/15/2027	0.00		2,754,337.50	2,754,337.50					
FY27	0.00	0.00	2,988,675.00	2,988,675.00	0.00	0.00	0.00	0.00	2,988,675.00
8/15/2027	0.00		183,937.50	183,937.50					
2/15/2028	0.00		2,803,937.50	2,803,937.50					
FY28	0.00	0.00	2,987,875.00	2,987,875.00	0.00	0.00	0.00	0.00	2,987,875.00
8/15/2028	0.00		118,437.50	118,437.50					
2/15/2029	0.00		2,868,437.50	2,868,437.50					
FY29	0.00	0.00	2,986,875.00	2,986,875.00	0.00	0.00	0.00	0.00	2,986,875.00
8/15/2029	0.00		82,343.75	82,343.75					
2/15/2030	0.00		2,907,343.75	2,907,343.75					
FY30	0.00	0.00	2,989,687.50	2,989,687.50	0.00	0.00	0.00	0.00	2,989,687.50
8/15/2030	0.00		43,500.00	43,500.00					
2/15/2031	0.00		2,943,500.00	2,943,500.00					
FY31	0.00	0.00	2,987,000.00	2,987,000.00	0.00	0.00	0.00	0.00	2,987,000.00
Totals	\$12,805,233.33	\$223,339.00	\$44,815,548.54	\$57,620,781.87	\$11,226,805.00	\$4,388,209.94	\$5,719,385.00	\$21,334,399.94	\$78,955,181.81

Exhibit “C”

(Exhibit C was deleted in its entirety. See paragraph 6 of First Amendment.)

EXHIBIT "D"  
**MEMORANDUM**

To: Dr. Jeffrey P. Gold  
Chancellor, UNMC

Dr. Daniel DeBehnke  
CEO, Nebraska Medicine

From: Deb Thomas  
Vice Chancellor, UNMC

Stephanie Daubert  
CFO, Nebraska Medicine

Re: Maintenance Expenses of Healing Arts

Date: May 3, 2017

The Board of Regents of the University of Nebraska, a governing body for the University of Nebraska Medical Center ("UNMC") and The Nebraska Medical Center ("Nebraska Medicine") entered into a Comprehensive Cancer Center Lease Agreement ("Lease") for the clinical and common spaces of the Fred & Pamela Buffett Cancer Center and desire to set forth their mutual agreement as it relates to the healing gardens, the Chihuly sanctuary, and other artistic expressions whether plastic arts or visual or non-visual arts that occur within or outside the Building (collectively, "Healing Arts"). This Memorandum memorializes the agreement between UNMC and Nebraska Medicine that operating expenses associated with or related to the Healing Arts (to include art installation, maintenance, cleaning, repair, insurance, garden landscaping, and other Healing Arts infrastructure) will be paid for through funds available to UNMC that have been raised in support of the Healing Arts program (Donations/Endowments). At such time that the Donations/Endowments are no longer sufficient to cover the operating expenses associated with the Healing Arts, UNMC and Nebraska Medicine agree to share the costs equally.

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Contract for a Primary Pharmacy for the UNMC Department of Infectious Diseases, as the Nebraska AIDS Drug Assistance Program (ADAP) Sub-Grantee

RECOMMENDED ACTION: Authorize the President to approve and execute a contract with Elmwood Pharmacy in Omaha, Nebraska to supply primary pharmacy services for HIV-positive patients

PREVIOUS ACTION: None

EXPLANATION: Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 provides grants to U.S. states and territories. The AIDS Drug Assistance Program (ADAP) is a state and territory-administered program authorized under Part B that provides FDA-approved medications to low-income people living with HIV who have limited or no health coverage from private insurance, Medicaid, or Medicare. ADAP funds may also be used to purchase health insurance for eligible clients and for services that enhance access to, adherence to, and monitoring of drug treatments.

UNMC acts as the ADAP provider for Nebraska in conjunction with the U.S. Department of Health and Human Services (HHS). Qualified individuals statewide receive medications either through walk-in pharmacy services or through a mail order system. Purchases by qualified individuals are billed to UNMC who is then reimbursed by HHS. There is no net cost to UNMC.

Of the responding bidders, Elmwood Pharmacy provided the most complete proposal with inclusive services to ensure timely dispensing of prescriptions, proper adherence interventions/follow-up, HIV expertise, and a variety of prescription delivery options. Although their cost proposal was the highest of all bidders, the \$150 per prescription dispensing fee is in line with industry pharmacy reimbursement rates for antiretroviral prescriptions, which typically range from \$75 to \$200. Consequently, Elmwood Pharmacy was selected because it provides the best fit for Nebraska ADAP patients.

This approval authorizes the President to approve and execute a contract substantially in the form that is attached to this item.

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

PROJECT COST: Program cost: Up to \$2,700,000 annually for 3 years, which is reimbursed by the U.S. Department of Health and Human Services.

SOURCE OF FUNDS: Part B of the Ryan White HIV/AIDS Treatment Extension Act of 2009 and drug company rebates

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

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

DATE: April 14, 2017

## **340B CONTRACT PHARMACY SERVICES AGREEMENT**

This 340B Contract Pharmacy Services Agreement ("Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Effective Date") by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska Medical Center ("UNMC"), the sub-grantee for the Nebraska AIDS Drug Assistance Program ("NEADAP") facilitated through the Department of Health and Human Services and Kilborns Incorporated, a Nebraska corporation, doing business as Elmwood Pharmacy ("Elmwood").

### **1. RECITALS**

1.1. Section 340B of the Public Health Service Act ("Act") classifies certain entities as Covered Entities eligible to purchase discounted drugs ("Covered Entities");

1.2. As a Covered Entity, NEADAP is eligible: (i) to purchase certain outpatient medications at reduced costs through Section 340B of the Public Health Service Act under the "Ryan White Part B AIDS Drug Assistance Program ("ADAP") to benefit low-income individuals living with HIV who have limited or no health coverage from private insurance, Medicaid, or Medicare; and (ii) to contract with licensed pharmacies to dispense Eligible ADAP Drugs ("as defined below");

1.3. Elmwood is capable of performing services as a contract pharmacy with inclusive services to ensure timely dispensing of prescriptions, proper adherence interventions and follow-up, HIV expertise, and a variety of prescription delivery options;

1.4. After reviewing all bids in response to a Request for Proposal (RFP number 9634), UNMC desires to contract with Elmwood to dispense medications pursuant to NEADAP's drug formulary ("as defined below");

1.5. Elmwood agrees to dispense Eligible ADAP Drugs pursuant to the terms and conditions of this Agreement; and

1.6. This Agreement was approved by the Board of Regents of the University of Nebraska in substantially its final form.

Now therefore, in consideration of the promises, covenants and agreements hereinafter set forth, UNMC and Elmwood hereby agree to the following terms and conditions:

### **2. DEFINITIONS**

2.1. **"ADAP Drug Program"** means the NEADAP's program to purchase and either dispense or arrange for the dispensing of Eligible ADAP Drugs to Eligible Patients ("as defined below").

2.2. **"ASN"** means the Supplier's Advance Shipment Notice.

2.3. **"Contracted Rate"** means the contracted or agreed-upon insurance reimbursement rate between Nebraska and the applicable Private Insurer ("as defined below") in



addition to any associated patient co-pay responsibilities.

2.4. **"Eligible ADAP Drugs"** means prescription outpatient pharmaceutical products (based upon the NDCU) under the NEADAP medication formulary prescribed by an authorized medical provider affiliated with NEADAP that are not listed on Exhibit C, attached hereto and incorporated herein by this reference (the "Excluded Drug Addendum").

2.5. **"Eligible Patient(s)"** means those patients who are registered in the NEADAP and receiving grant assistance under Title XXVI of the Act.

2.6. **"HRSA"** means the Health Resources and Services Administration.

2.7. **"Elmwood Drug Inventory"** means drugs purchased by Elmwood.

2.8. **"NDCU"** means a medication's unique 11-digit number containing: (i) the labeler code assigned by the Food and Drug Administration; (ii) the product code; and (iii) the package size of the pharmaceutical product.

2.9. **"POAck"** means the Supplier's purchase order acknowledgement.

2.10. **"Private Insurer"** means the Managed Medicaid, Medicare Part D, and/or a private third-party insurer responsible; (i) for an Eligible Patient's prescription plan coverage; and (ii) to reimburse Elmwood for pharmacy services.

2.11. **"Report"** means the report made by Elmwood to NEADAP that describes activity pertaining to Elmwood's provision of services hereunder for the preceding month. Such report will include, at a minimum, NEADAP's account number and, with respect to the preceding month: (i) a listing of each 340B-priced Eligible ADAP Drug ordered by Elmwood; (ii) a description of information contained on each POAck received for each Eligible ADAP Drug ordered by Elmwood; (iii) a description of information contained on each ASN; and (iv) a listing of all Eligible ADAP Drugs actually received by Elmwood.

2.12. **"Section 340B"** means Section 340B of the Public Health Service Act.

2.13. **"340B Acquisition Cost"** means the price at which NEADAP acquires the Eligible ADAP Drug.

2.14. **"Supplier"** means one or more pharmaceutical manufacturers, suppliers, or drug wholesalers as set forth in Exhibit B, which have entered into a written agreements with DHHS to provide Eligible ADAP Drugs, reports, ASNs, POAck and any other information set forth herein.

2.15. **"Tax"** means any sales tax, imposition, assessment, excise tax or other government levied amount based on Elmwood retail sales of prescriptions to NEADAP's patients either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, or charge otherwise titled or styled. It includes any tax in existence or hereafter created whether or not the bearer of the tax is the retailer or consumer.

2.16. **"Third-Party Administrator"** means the independent contractor responsible for facilitating 340B contract pharmacy services for NEADAP Eligible Patients. Provided services

include the following but are not limited to: (i) determination of NEADAP patient eligibility; (ii) replenishment inventory management for NEADAP; (iii) reconciliation of financial delegations from 340B contract pharmacy administration; and (iv) audit reporting for HRSA 340B compliance.

2.17. **"Usual and Customary Charge"** means the amount charged to a cash customer at the time of dispensing of prescriptions exclusive of sales tax or other discounts claimed.

### **3. NEADAP RESPONSIBILITIES**

3.1. Eligibility Verification. NEADAP acknowledges and agrees that it is responsible for verifying to Elmwood the eligibility of an individual as an Eligible Patient.

3.2. Orders, Replenishment and Payment to Supplier. NEADAP shall purchase Eligible ADAP Drugs through a written contract with the Supplier(s). Elmwood will order from the applicable Supplier each full package size, as such package size is dictated by the manufacturer, of Eligible ADAP Drugs dispensed to Eligible Patients hereunder and NEADAP, through the Supplier, will provide to Elmwood replacement Eligible ADAP Drugs, in the full package size. NEADAP shall promptly review the Report and notify Elmwood of any discrepancies between the information contained on the Report and the amount billed to NEADAP by the Supplier. Upon request from Elmwood, NEADAP will promptly provide Elmwood with copies of Supplier invoices pertaining to Eligible ADAP Drugs received by Elmwood hereunder.

3.3. Changes in Program Design. NEADAP will notify Elmwood at least sixty (60) calendar days prior to any changes to patient payment responsibility amounts for those Eligible Patients whose prescriptions are not reimbursable by a Private Insurer. In the event NEADAP fails to notify Elmwood of such change, NEADAP will reimburse Elmwood in accordance with the 340b Acquisition Cost for any services or pharmaceuticals provided by Elmwood after the effective date of such change.

3.4. Patient Choice. Nothing contained in this Agreement shall restrict an Eligible Patient's choice of a pharmacy services provider.

3.5. Product Warranty. NEADAP shall pass through to Elmwood all applicable benefits under any and all manufacturer warranties and indemnification obligations with respect to any merchandise which Nebraska receives to replenish its Eligible ADAP Drugs Inventory dispensed to Eligible Patients. NEADAP, for the benefit Elmwood, shall obtain from the Supplier a Certificate of Insurance for product liability, continuing guarantee and indemnification for such merchandise. NEADAP will require of any Supplier an agreement that the Supplier will seek from all merchandise manufacturers an assumption of responsibility and the defense and indemnification of NEADAP and Elmwood in connection with such merchandise, the packaging thereof, and any related materials for third party claims made against NEADAP and Elmwood. In addition, NEADAP will require each Supplier to comply with the applicable rules and regulations as promulgated by the U.S. Food and Drug Administration, and any other applicable federal, state and local laws and regulations in effect as of the Effective Date of this Agreement or as enacted or adopted during the term hereof, with respect to title and transfers thereof to the merchandise.

### **4. ELMWOOD'S SERVICES AND RESPONSIBILITIES**

4.1. 340B Pharmacy Services. Elmwood shall render to Eligible Patients all professional advice and comprehensive pharmacy services customarily provided by it to its patients or as

otherwise required by law ("340B Pharmacy Services"). Elmwood agrees to render 340B Pharmacy Services as herein provided in accordance with the rules and regulations of the applicable State Board of DHHS and all applicable federal laws and regulations. It is expressly understood that relations between patients and Elmwood shall be subject to the rules, limitations, and privileges incident to the pharmacy-patient relationship. Elmwood shall be solely responsible, without interference from NEADAP or its agents to said patients for pharmaceutical advice and service, including the right to refuse to serve any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.

4.2. Tracking System. Elmwood will maintain an electronic tracking system that is capable of tracking Eligible ADAP Drugs received from the Supplier, preventing the diversion of Eligible ADAP Drugs to individuals who are not Eligible Patients and verifying that such diversion has not occurred. The tracking system shall be able to provide sample comparisons of Eligible Patient prescriptions and dispensing records and a sample comparison of Eligible ADAP Drug purchasing and dispensing records. Upon reasonable request by NEADAP and no more than once annually, Elmwood will permit NEADAP or its duly authorized representative, in accordance with Section 6.4, to have reasonable access to the tracking system in order to review the efficacy of such tracking system. NEADAP acknowledges and agrees that any such review shall be limited to Elmwood customary business records. Elmwood will reasonably cooperate with NEADAP to address any potential irregularities detected and will make adjustments to the tracking system that are reasonably necessary to prevent diversion of ADAP Drugs to individuals who are not Eligible Patients.

4.3. Withholding of Elmwood Services. Notwithstanding any provision to the contrary, NEADAP acknowledges and agrees that Elmwood may withhold dispensing of an Eligible ADAP Drug to an Eligible Patient for good cause, including but not necessarily limited to, the Eligible Patient's failure to pay for services rendered (e.g., patient payment responsibility amounts); requests by Eligible Patient for quantities of drugs in excess of prescribed quantities or refill limitations pursuant to the pharmacy benefit information provided by NEADAP; or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

4.4. Reconciliation. Elmwood will conduct a quarterly reconciliation of Eligible ADAP Drugs dispensed against those Eligible ADAP Drugs received by Elmwood ("Reconciliation"). Reconciliation shall only apply with respect to pharmaceuticals that have reached full package size and for which Elmwood has received replenishment from the Supplier. Reconciliation shall include the following:

- 4.4.1. In the event Elmwood determines that the quantity of Eligible ADAP Drugs provided to Elmwood exceeds the quantity of Eligible ADAP Drugs dispensed to Eligible Patients hereunder, Elmwood will either: (i) adjust the virtual inventory so that such excess is applied against future Eligible ADAP Drug prescriptions dispensed hereunder; or (ii) excess purchases will be returned to the wholesaler for credit to NEADAP.
- 4.4.2. In the event Elmwood determines that the quantity of Eligible ADAP Drugs provided to Elmwood is less than the quantity of Eligible ADAP Drugs dispensed to Eligible Patients hereunder, Elmwood will notify NEADAP and NEADAP will instruct the Supplier to provide Eligible ADAP Drugs to Nebraska. If, for whatever reason, the Supplier is unable to provide ADAP Drugs with the same NDCU as the Eligible ADAP Drug ordered hereunder, dispensed prescriptions that could not be

replenished will be disqualified for eligibility under this arrangement.

4.5. Insurance. Elmwood will self-insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure Elmwood, its employees, and agents against any claim or claims for damages arising directly or indirectly in connection with Nebraska' negligent performance of any services under this Agreement, and the use of any property or facilities provided by Nebraska.

## 5. REIMBURSEMENT AND BILLING

5.1. Billing and Payment. In the event Elmwood dispenses Eligible ADAP Drugs to an Eligible Patient, Elmwood will bill and receive payment for the Eligible ADAP Drug from the applicable Private Insurer at the Contracted Rate including the third party dispensing fee or will bill and receive payment from the ADAP program prescription benefit administrator (currently ScriptGuide) at 340B Acquisition Cost. Elmwood will also attempt to collect any deductibles, co-pays, and co-insurance from Eligible Patients in a manner consistent with Nebraska's usual and customary practices. NEADAP will replenish the Elmwood Drug Inventory with the Eligible ADAP Drug in accordance with Section 3.2. Elmwood will be invoiced by NEADAP and remit all payments for Eligible ADAP dispensations to NEADAP minus the Exhibit A dispensing fees. In the event that NEADAP does not replenish the Eligible ADAP Drug in accordance with Section 3.2, NEADAP will not be entitled to receive any amounts collected by Elmwood, nor will Elmwood be entitled to a dispensing fee from NEADAP.

5.2. Invoice for Services to Insured Eligible Patients. All amounts due and payable to either party under Section 5.1 shall be invoiced to the applicable party on a monthly basis for all amounts arising during the previous calendar month ("Invoice"). The Invoice will detail all fees, costs, charges, or reimbursement amounts, including but not necessarily limited to any amount arising out of the Tax, changes in the Supplier, 340B Pharmacy Services, and a Reconciliation, and any amounts due under Exhibit A. The party receiving the Invoice shall pay such amounts within thirty (30) calendar days from the date of the Invoice.

5.3. Payment Location. Payment date as used in this Agreement will mean the date payment is to be delivered to the applicable party at the designated location set forth below:

NEADAP: [insert address]

Elmwood: [insert address]

5.4. Over/Underpayments. In the event either party believes that it has made an overpayment ("Overpayment Party"), it shall immediately notify the other and provide a complete explanation thereof with specific details and documentation to support any claim of overpayment. Upon review and acceptance by the other party of such overpayment, the other party shall pay the Overpayment Party an amount equal to the overpaid amount within thirty (30) calendar days of written acceptance of such overpayment. If one party believes the other party made any underpayments ("Underpayment Party") The Underpayment Party shall immediately notify the other party and provide a complete explanation thereof with specific details and documentation to support any claim of underpayment. Upon review and acceptance by the other party of such underpayment, it will pay the Underpayment Party an amount equal to the underpaid amount

within thirty (30) calendar days of written acceptance of such underpayment. Except for verified amounts arising out of any audit or Reconciliation permitted by this Agreement, or as otherwise required by law, all claims of overpayment or underpayment must be made within one hundred eighty (180) calendar days after payment is due.

## **6. AUDITS AND RECORDS**

6.1. Inspection by NEADAP or the Supplier. Both parties understand that, under Section 340B(a)(5)(C) of the Act, records that directly pertain to compliance with the Act are subject to audit by the Supplier and the NEADAP. The parties further understand that NEADAP has published guidelines for such audits. Each party agrees to cooperate with such audits and to comply with applicable provisions of the audit guidelines and amendments thereto that may be published from time to time. Elmwood and NEADAP understand and agree that a copy of this Agreement will be provided, upon request, to the Supplier; provided that the Supplier has signed a purchasing agreement with NEADAP. In the event either party hereto receives such a request, it shall immediately inform the other party. NEADAP acknowledges and agrees that Elmwood may, in its sole discretion, delete and/or redact all Elmwood confidential and proprietary information set forth herein prior to the release of this Agreement.

6.2. NEADAP Records. NEADAP shall maintain customary records relating to its responsibilities under this Agreement, including but not limited to eligibility records for patients and payment information regarding the services provided by UNMC hereunder ("NEADAP Records"), for the periods required by law. During normal working hours and upon fifteen (15) business days advance written notice to the address set forth in Section 8.11 below, NEADAP shall permit Elmwood access to the NEADAP Records under this paragraph ("Elmwood Audit") and also the right to make photocopies of the NEADAP Records. NEADAP acknowledges that Elmwood may contract with an independent outside auditor to conduct the Elmwood Audit. Elmwood shall provide NEADAP with advance notice of the identity of any such independent outside auditor and shall not utilize any such auditor to which NEADAP has reasonable objection. Elmwood shall conduct no more than one Elmwood Audit per calendar year.

6.3. Elmwood Records. Elmwood shall maintain customary business and pharmacy records relating to its responsibilities under this Agreement, including without limitation records regarding Eligible Patients, payments received from Eligible Patients and NEADAP, and Eligible ADAP Drug ordering, receiving, and dispensing information ("Elmwood Records") in an accessible and auditable form, separate from the records of Elmwood other operations, and in full compliance with all applicable state and federal laws, rules and regulations. Elmwood Records shall be maintained by Elmwood for such period as is required by applicable law. Notwithstanding the foregoing, unless otherwise provided for elsewhere in this Agreement or required by federal and state laws and regulations, Elmwood Records shall not include Elmwood's usual and customary pricing data and any other financial and administrative records not related to Elmwood responsibilities under this Agreement.

6.4. NEADAP Audits. During normal working hours and upon fifteen (15) business days advance written notice to the address set forth in Section 8.11 below, Elmwood shall permit NEADAP access to Elmwood Records in order to confirm that no diversion of Eligible ADAP Drugs to non-Eligible Patients and no duplicate discounts have occurred ("NEADAP Audit") and also the right to make photocopies of Elmwood Records. Elmwood acknowledges that NEADAP may contract with an independent outside auditor with experience auditing pharmacies to conduct the NEADAP Audit. NEADAP shall provide Elmwood with advance notice of the identity of any

such independent outside auditor and shall not utilize any such auditor to which Elmwood has reasonable objection. NEADAP shall conduct no more than one (1) NEADAP Audit per calendar year. The parties acknowledge and agree that in no event shall any: (i) recovery be claimed or based upon either statistical sampling or extrapolation; or (ii) retroactive adjustments be made as to the days' supply or quantity limits, if the prescription is dispensed as written and/or ordered by the prescriber.

## **7. TERM AND TERMINATION**

7.1. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for a three (3) year period thereafter; unless terminated earlier as provided herein. Upon expiration of the initial term, this Agreement may extend for one additional three (3) year period upon mutual written agreement of the parties.

7.2. Termination. Either party may immediately terminate this Agreement at any time upon written notice to the other party in the event any of the following occurs:

7.2.1. The omission or the commission by the other party of any act or conduct for which its authority to provide services may be revoked or suspended by any governmental or administrative body (whether or not such suspension or revocation actually occurs);

7.2.2. The other party becomes insolvent or bankrupt;

7.2.3. It is determined by the terminating party that the other party lacks any federal, state, or local license, permit, or approval, including without limitation, certificate of need approval required for the services and operations contemplated by this Agreement or that such services and operations or the arrangements set forth in this Agreement may be inconsistent with, or subject a party to, potential negative consequences under any provision of federal or state law regulating the services contemplated by this Agreement or the arrangements between the parties as set forth herein; or

7.2.4. There is a material breach of the Agreement by the other party, which includes, but is not limited to, non-payment of any required fees and/or reimbursement amounts within the time frames set forth in this Agreement.

7.3. Termination without Cause. Notwithstanding any provision to the contrary, either party may terminate this Agreement at any time and without cause upon ninety (90) calendar days' prior written notice to the other party.

7.4. Effect of Termination. Upon termination of this Agreement, each party will reimburse the other party any amounts due upon termination of this Agreement. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

## **8. GENERAL PROVISIONS**

8.1. Advertising. Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark

and/or symbol with the following exceptions: (i) NEADAP may use the name and the addresses of Elmwood in NEADAP's informational brochures or other publications NEADAP provides to its patients or potential patients; and (ii) Elmwood may use NEADAP's name, trademark, service mark, and/or symbols for the limited purpose of informing patients and the general public that Elmwood is a pharmacy contracted for the dispensing of Eligible ADAP Drugs to Eligible Patients upon prior written permission from NEADAP and/or UNMC of such use, which permission shall not be unreasonably withheld.

8.2. Assignment. Neither party may assign this Agreement to a third party, except that either party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each party, its respective successors and permitted assignees.

8.3. Confidentiality of Records. The parties agree to protect the confidentiality of each other's records and business information disclosed to it and not to use such information other than as necessary and appropriate in connection with performance of this Agreement. The parties will have no duty of confidentiality under this section where the information was generally available to the public or the information was made known to a party on a non-confidential basis, either from the other party or from a third party who had no obligation of confidentiality. Each party acknowledges that disclosure of confidential information of the other would cause the other party irreparable harm and may, without limiting the remedies available for such breach, be enjoined at the instance of the harmed party, upon termination of the Agreement, each party agrees to cease use of the other's information and to return it, or destroy it, as appropriate.

8.4. Delegation. With written approval of UNMC, Elmwood may delegate or subcontract the performance of any obligation agreed to be performed by Elmwood hereunder to a related entity, contractor, or subcontractor, provided that as a condition precedent to such delegation or subcontract, all services or other activities performed by such, contractor or subcontractor shall be consistent with and comply with Elmwood's obligations under this Agreement.

8.5. Dispute Resolution. The parties shall attempt to resolve any dispute or claim existing out of the interpretation of or performance under this Agreement through informal discussions. When a dispute arises, either party may submit a written complaint to the other party describing and proposing the manner of resolving that dispute. The party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within thirty (30) calendar days upon receipt of such complaint. If the claim or dispute cannot be resolved through informal discussions, the claimant may bring a legal action in a court of competent jurisdiction to adjudicate its claim or to enforce or interpret any part of this Agreement.

8.6. Enforceability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected or impaired thereby.

8.7. Entire Agreement. This Agreement represents the entire understanding of the parties. Each party hereto warrants and represents that there are no other agreements or understandings between the parties, either oral or written, relating to the subject matter of this

Agreement. Any amendments and/or modifications to this Agreement shall be in writing and will become effective and binding upon execution by authorized representatives of the parties hereto.

8.8. Force Majeure. The performance by either party hereunder will be excused to the extent of circumstances beyond such party's reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party's failure to perform.

8.9. Indemnification. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

8.10. Independent Contractor. None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting solely for the purposes of effecting the provisions of this Agreement. Neither of the parties shall be construed to be the partner, co-venturer, or employee or representative of the other party.

8.11. Notice. Any notice required or given under this Agreement shall be provided in writing sent by U.S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the addresses of the parties as set forth below:

NEADAP \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Elmwood \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

8.12. Patient Privacy and HIPAA Compliance. The parties recognize that each may be a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA"). The parties agree to protect and respect the patient's right to privacy and confidentiality concerning their medical and pharmaceutical records, and to protect all individually identifiable health information as protected health information from misuse or disclosure, in compliance with all applicable state and federal law. Without limiting the generality of the foregoing, the parties agree to use patient-specific information: (i) only for permitted treatment, billing and related record-keeping purposes; or (ii) as otherwise permitted by law. In the event that any patient information created, maintained or transmitted in connection with this Agreement is to be transmitted electronically, the parties agree that they shall comply in all respects with the



requirements of HIPAA governing electronic transmission of individually identifiable patient information. Failure by either party to abide by these requirements shall be a basis for immediate termination of this Agreement.

8.13. Regulatory Compliance. NEADAP and Elmwood mutually acknowledge that their intent in entering into this Agreement is to facilitate NEADAP's ADAP Drug Program, without NEADAP having to establish and operate its own pharmacy. The services provided hereunder are only those necessary and all financial arrangements established herein are mutually determined to represent either cost or fair market value for the items and services received. The parties expressly do not intend to take any action that would violate state or federal anti-kickback prohibitions, such as those appearing in Section 1128B of the Social Security Act, 42 USC Section 1320a-7b. Instead, it is the intention of the parties that this Agreement, and all actions taken in connection herewith, shall to the greatest extent possible be construed to be consistent with the regulatory requirements of the safe harbor for personal services and management contracts appearing in 42 CFR Section 1001.952(d) and, if applicable, (w). Both parties agree that they will neither resell or transfer Eligible ADAP Drugs to an individual who is not an Eligible Patient or obtain a double discount for an Eligible ADAP Drug dispensed to a Medicaid beneficiary. Elmwood has elected to "carve in" with Nebraska Medicaid manage care. Elmwood will notify NEADAP at least 90 days in advance of changing its Medicaid "carve in" status.

8.14. Signature Authority. Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and that the person signing this Agreement on behalf of either party warrants that he or she has been duly authorized and empowered to enter into this Agreement.

8.15. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

8.16. Debarment List. No contract shall be awarded to any bidder listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). Elmwood specifically warrants and represents that it is not included on the Debarment List. Elmwood further agrees that should it be included on the Debarment List as of the Effective Date, or at any time during which it performs its contractual obligations pursuant to this Agreement, such listing shall be considered a material breach of the contract between NEADAP and Elmwood.

8.17. Multiple Counterparts. This Agreement may be signed in multiple counterparts, each when taken together shall be deemed originals.

**IN WITNESS WHEREOF,** NEADAP and Elmwood have executed and delivered this Agreement by their representatives duly authorized.

NEADAP

Elmwood

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT A**

**COMPENSATION FOR SERVICES – PHARMACY’S DISPENSING FEE**

1. Elmwood’s Dispensing Fee for Pharmacy services shall be as follows:
  - (a) For Eligible Patients:
    - (i) One-Hundred Fifty Dollars (\$150) for each prescription of Eligible ADEP Drugs dispensed.
  
2. It is understood and agreed that Elmwood shall receive the applicable Dispensing Fee for Pharmacy services as set forth in this Exhibit A for each successfully adjudicated 340B eligible claim once the NDCU for the eligible claim has been replenished to Elmwood.

Pharmacy: \_\_\_\_\_ Covered Entity: Nebraska Ryan White Part B: AIDS  
Kilborns Incorporated, d/b/a Elmwood Pharmacy \_\_\_\_\_ Drug Assistance Program  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT B**  
**Suppliers**

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**EXHIBIT C**  
**Excluded Drug Addendum**

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

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):  
2017-18 Allocation for the University of Nebraska Omaha

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fees (UPFF)  
2017-18 Allocation for the University of Nebraska Omaha (UNO)

UPFF Fund B Category	Approved Allocation <u>2016-17</u>	Recommended Allocation <u>2017-18</u>
Campus Recreation	\$1,367,794	\$1,438,880
Student Activities	662,874	672,685
Milo Bail Student Center	768,119	787,350
Milo Bail Student Center Bond Issue HPER Addition & Renovation Bond Issue	999,428	999,428
Athletics	3,050,690	3,050,690
Musical Groups	1,444,025	1,785,165
Health Services	75,182	-
Facilities	856,201	978,414
Intercampus Shuttle	<u>653,521</u>	<u>653,521</u>
<b>TOTAL</b>	<u><b>\$11,748,000</b></u>	<u><b>\$12,147,385</b></u>

<u>Cost/Student/Semester</u>	<u>2016-17</u>	<u>2017-18</u>	<u>Change</u>
6 SCH or less	\$260.20	\$271.50	\$11.30/4.34%
7 SCH or more	431.50	450.25	18.75/4.35%

PREVIOUS ACTION: March 18, 2016 – The Board of Regents approved the Fund B 2016-17 allocation for the University of Nebraska at Omaha (UNO).

EXPLANATION: General policies governing the administration of the University Program and Facilities Fees are set forth in § 5.9 of the *Board of Regents' Policies of the University of Nebraska*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2017-18.

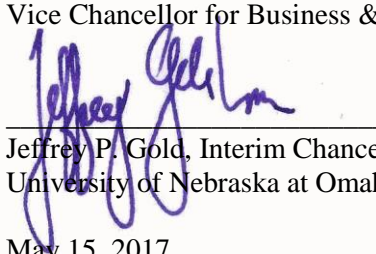
The majority of the proposed increase in fees is to support intercollegiate athletics and is intended to maintain free admission to all home regular season athletic events, continue to provide opportunities for open skating time at Baxter Arena, and continue offering reduced student ticket prices at various Baxter performances/events.

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

PROJECT COST: None

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

William E. Conley  
Vice Chancellor for Business & Finance

RECOMMENDED:   
\_\_\_\_\_  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE: May 15, 2017



TO: The Board of Regents  
 Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Corporation Sponsorship for UNO Athletics at the University of Nebraska at Omaha.

RECOMMENDED ACTION: Approve an eight-year agreement with adidas America, Inc. (adidas) for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska at Omaha (UNO).

PREVIOUS ACTION: None

EXPLANATION: Over a term of eight years beginning July 1, 2017 to June 30, 2025 adidas will be granted exclusive right and license to use UNO’s name and trademark in connection with the development, promotion, marketing, advertising and sale of adidas products.

UNO agrees to purchase adidas footwear products directly from adidas for team and staff use at a 45% discount off retail pricing.

UNO agrees to purchase apparel, accessory and equipment products directly from adidas for team and staff use at a 50% discount off retail pricing.

adidas will provide promotional merchandise each year of the agreement, as follows, provided UNO meets the minimum purchase volume of \$150,000:

Annual adidas purchases by UNO	Promotional Merchandise provided by adidas
Under \$200,999	\$216,500
201,000 - 250,999	226,500
251,000 - 300,999	236,500
301,000 - 350,999	246,500
351,000 - 400,999	256,500
401,000 - 450,999	266,500
451,000 - 499,999	276,500
500,000 +	291,500

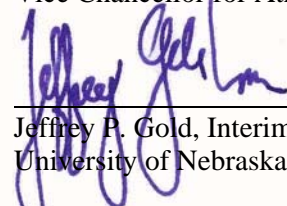
Incentive bonuses are available for meeting certain team goals (conference championships, etc.). Such bonuses are received through additional promotional merchandise.

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

SPONSOR:

Trev Alberts  
Vice Chancellor for Athletic Leadership and Management

RECOMMENDED:



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Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE:

May 15, 2017

**UNIVERSITY OF NEBRASKA AT OMAHA- ADIDAS  
PURCHASE AND TEAM SPONSORSHIP AGREEMENT**

This Team Agreement (this “Agreement”) is entered into between adidas America, Inc., an Oregon corporation (“adidas”), and the Board of Regents of the University of Nebraska, d/b/a the University of Nebraska at Omaha (“School”), effective as of the first day of the Term (as defined hereinafter).

**RECITALS**

- A. Whereas, School fields athletic teams and programs in Men’s Baseball, Basketball, Golf, Hockey, Soccer, Tennis and Aviation; and in Women’s Basketball, Cross Country, Golf, Soccer, Softball, Swimming & Diving, Tennis, Track & Field, Volleyball, Cheer, and Dance (each team or program referred to hereinafter as a “Team”) and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the “Team Participants”); and
- B. Whereas, adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories through its Team Direct Sales Program (the “adidas Team Program”), the terms and conditions of which are updated periodically in the adidas Team Sales Catalog; the products included in the adidas Team Program include Footwear Products and Non-Footwear Products (each as defined in Section 1 below) (collectively, “adidas Products”). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program-; and
- C. Whereas, School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

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

**AGREEMENT**

**1. adidas Products.**

- 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants’ use in accordance with the adidas Team Program. The purchase price of such Footwear products shall be the manufacturers suggested retail price (“MSRP”) less 45% off MSRP, provided that the purchase price for any custom footwear purchased pursuant to adidas’s mi Team offerings shall be the MSRP less 30% off MSRP. “Footwear Products” means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting, School owned and operated camps, and media engagements.

- 1.2. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products, and mi Team custom uniforms, if any, for Team Participants' use in accordance with the adidas Team Program at 50% off MSRP for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and inflatables) included in the adidas Team Program, but excluding Footwear Products.
- 1.3. Baseball and Softball Products. During the Term, School agrees to purchase, directly from adidas, and use fielding gloves/mitts, batting helmets, batting gloves, catchers protective equipment, batters protective equipment, gloves, bats, and any other protective pads at 37.5% off MSRP for Team Participants' use.
- 1.4. Club Sports. The School also provides "Club Sports" for its students for non-competitive intracollegiate recreation. Club Sport Teams may take advantage of the purchasing discounts but (1) such purchases will not be counted towards the purchase amounts listed below; and (2) Club Sports Teams are not required to abide by the obligations regarding exclusive wear and spatting.
- 1.5. No Warranties. adidas shall not be liable to School nor any employee or member of School's athletic staff for any injury or damage suffered from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's negligence. **SCHOOL SPECIFICALLY WAIVES, ONLY AS AGAINST ADIDAS, ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY ADIDAS PRODUCTS.**

## 2. **Exclusive Use.**

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants and Staff) exclusively uses and wears adidas Products whenever engaged in any Team event and any other athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, social media posts, and conducting or participating in camps or clinics. The parties acknowledge and agree that in certain instances, including but not limited to, coaching at basketball games and "formal" sport banquets, dress attire is traditionally worn and not sporting apparel.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to "spat", obstruct or alter adidas's logos and marks in any way. Notwithstanding the foregoing, a Team Participant may obstruct or alter adidas Products if such alterations are directed by a medical professional as part of a medical diagnosis. When such alteration occurs, the School shall inform adidas as soon as reasonably possible. adidas understands and acknowledges that any in-game alteration may

occur without notice but that when the School is able, School shall provide notice within a reasonable amount of time.

Any exceptions to this Section 2, not specifically set forth above, shall require written approval by adidas

3. **License.** School hereby grants to adidas the right and license, during the Term, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. School shall not grant any comparable right to any other person or entity if the other person or entity is engaged in the development, promotion, marketing, advertising and sale of any product which compete with adidas Products. This license includes the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays; provided that: (1) the use does not unreasonably reflect negatively on the School as an institution of higher education and a participant in intercollegiate, amateur sports programming for young adults, and (2) such use shall not otherwise violate law, School's conference rules (e.g. the Summit League), or the rules and regulations of the National Collegiate Athletic Association ("NCAA"). School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement.

4. **Promotional Merchandise.**

4.1. Additional Merchandise Consideration. Provided that for each Agreement Year, as hereinafter defined, School purchases from adidas, no less than \$150,000 through the adidas Team Program at the prices set forth in this Agreement, then adidas will provide School with the adidas Promotional Merchandise allotment listed in Section 4.2 below.

4.2. Annual Promotional Merchandise Allotments. For each Agreement Year, during the Term, adidas shall provide the following MSRP values of Promotional Merchandise:

	<b>Amount</b>
Departmental Allotment	\$200,000
Baseball Hardgoods	\$15,000
Softball Hardgoods	\$1,500

\$201,000 - \$250,000	+\$10,000 (retail)
\$251,000-\$300,000	+\$10,000 (retail)

\$301,000-\$350,000	+\$10,000 (retail)
\$351,000-\$400,000	+\$10,000 (retail)
\$401,000-\$450,000	+\$10,000 (retail)
\$451,000-\$500,000	+\$10,000 (retail)
\$500,000+	+\$15,000 (retail)

Should aggregate School purchases under the adidas Team Program attain the levels set forth in the chart above, then the Departmental Allotment for the School shall be increased by the additional amount indicated.

“Promotional Merchandise” means promotional merchandise orders from the adidas Team Sales Catalog. Unused promotional merchandise amounts, as of 5:00 PM EST May 30, are forfeited by School. As a result, promotional merchandise cannot be carried from one Agreement Year to the next.

4.3. First Year Allotment Supplement: Upon execution of the Agreement, adidas will provide School with an additional Promotional Merchandise allotment in the amount of \$50,000 MSRP to be used for the benefit of the School at the discretion of its Athletic Director. This allotment must be used, if at all, during the first Agreement Year. Any unused portion of the First Year Allotment Supplement will not be available after the first Agreement Year.

4.4. Employee Discount: School employees assigned and using an “omavs.com” domain name e-mail account (or any successor Mav domain) may shop on adidas.com with the adidas Employee discount, currently 40% off MSRP.

**Achievement Recognition--Allotments.** adidas shall provide School the following increases in Promotional Merchandise allotment in any Agreement Year the School achieves the goals below. The allotment is cumulative for each achievement, e.g. an appearance in the NCAA Basketball Tournament and the NCAA Sweet 16 would qualify School for an additional \$10,000 (\$5000 for each event). Any such increase must be used within one year of the date of the tournament or other event that prompts the increased award.

Hockey – NCAA Appearance	\$5,000 (retail value)
Hockey – Frozen Four Appearance	\$7,500 (retail value)
Hockey – National Championship	\$10,000 (retail value)
M’s & W’s Basketball – NCAA Appearance	\$5,000 (retail value)
M’s & W’s Basketball – NCAA Sweet 16	\$5,000 (retail value)
M’s & W’s Basketball – NCAA Elite 8	\$7,500 (retail value)
M’s & W’s Basketball – National Championship	\$10,000 (retail value)
All sports – Conference Coach of the Year	\$2,000 (retail value)

All sports – Conference Championship	\$2,000 (retail value)
All other sports – NCAA Post Season Play	\$2,000 (retail value)
All other sports – National Championship	\$5,000 (retail value)
Baseball College World Series Appearance	\$5,000 (retail value)

5. **Corporate Sponsorship Recognition.** In all media and methods of communication listed below, School shall identify adidas as the “Official Athletic Footwear and Apparel of the Mavs,” or the “Exclusive Athletic Apparel Sponsor of the Mavs,” or some similar mutually agreed upon reference. In those instances where the inventory supporting the listed recognition has been assigned to a multi-media licensee (e.g. Learfield), then it shall be the responsibility of the School to secure the inventory from its licensee. Should School be unable to secure any of the inventory listed below, then the parties shall engage in good faith negotiations to provide an available, reasonable substitute, or otherwise reasonably adjust the Agreement accordingly.

#### Printed Materials

- adidas logo to be placed in the following items where applicable:  
If printed, in Team Media Guides, Game Day Programs, Team Posters, Schedule Cards, materials announcing school owned and operated Camps, materials announcing school owned and operated Coaches Clinics.
- Full Page sponsorship recognition in Hockey, Men’s and Women’s Basketball Programs and Media Guides.
- If reasonably requested in a timely fashion, a flyer/brochure, provided by and paid for by adidas, to be inserted in School’s season ticket holder mailings.

#### Signage

- Signs/banners/electronic logos to be on prominent display at all home venues, including:
  - Basketball:
    - lighted courtside sign
    - Rotating signage on Scorer’s table
    - Goal post pad
    - LED Boards
  - Hockey:
    - adidas corporate logo sign within hockey arena
    - rotating tri-vision sign
    - board logo during competitions
    - LED Boards

The sponsorship recognition described in this subsection “Signage” shall be provided and installed by School, if not already existing in its sports facilities as of the effective date of this Agreement; provided however, should adidas wish to amend (e.g. new logo) or expand (e.g. new sign) this signage (or any other static sponsorship recognition granted pursuant to this

Agreement), then the cost of such amendments and additions shall be borne by adidas, and shall be permanently incorporated and retained in the sports venue, unless such may be removed without damage or mark to the facility.

#### Athletics Website

- adidas logo link to appear on athletics department homepage

#### Public Address Announcements

- 2 PA Announcements at all regular home contests played at School's regular home venues, announcing adidas as the "Official Athletic Footwear and Apparel of the Mavs," or the "Exclusive Athletic Apparel Sponsor of the Mavs," or some similar mutually agreed upon reference.

#### Direct Mail Inserts/Email Blasts

- Allow adidas to include (2) direct mail inserts per Agreement Year, to be included in a School mailing reasonably selected by School. adidas shall provide the insert copy and content, provided that such copy complies with the terms of this Agreement for sponsor recognition. adidas shall be responsible for the cost of the insert.
- School shall provide adidas with up to two (2) email blasts per Agreement Year, provided that the copy and content, to be provided by adidas complies with the terms of this Agreement for sponsor recognition. adidas shall secure School's approval of such copy, content and design shall be approved by School prior to distribution.

In addition, in each Agreement Year, School shall also provide without charge to adidas, the following season tickets:

- Basketball: 4 Lower Level and 2 parking passes to all regular home men's and women's basketball games
- NCAA Basketball Tournament: Upon request, up to 4 game tickets
- Hockey: Up to 4 season tickets and 2 parking passes
- Hockey Post-season: Frozen Four: Upon request, up to 4 game tickets
- Other: reasonable number of tickets to other Maverick events, following a reasonable, timely request

## **6. Unrelated Business Income Tax.**

- 6.1. All sponsorship recognition opportunities provided by School to adidas set forth herein, or as may be amended from time-to-time, are designed and intended to be permissible "sponsorship recognition" materials, and not "advertising", as those terms are defined and interpreted by the courts of the United States and/or the Internal Revenue Service. As such, the sponsorship recognition set forth above shall not include any display, promotion or other recognition such that the display, promotion or other recognition is deemed other than tax-exempt revenue to the School, including those compliance with those provisions found in Section 513(i)



of the Internal Revenue Code (“Code”) and the proposed or final regulations interpreting that Code section (“Regulations”), or as such Code and Regulation sections may be amended from time to time. The parties acknowledge and agree that this requirement will not prohibit adidas from displaying or announcing adidas trademarks in the locations identified above in this section, but restricts the information that is announced or displayed in connection with the adidas trademarks. The parties acknowledge and agree that, subject to the requirements of the above referenced sections of the Code and Regulations, this generally prohibits the display or announcement of adidas or the adidas trademarks together with other information in a manner that presents a qualitative or comparative description of adidas’ Products and services, price information for such goods and services, and endorsements, or inducements to purchase adidas’ Products and services. Instead, any information displayed together with the adidas trademarks or in recognition of adidas shall be value-neutral; provided however, that the School’s acknowledgment of adidas may include the adidas trademarks or slogans that are an established part of adidas’ identity.

6.2. All sponsorship recognition materials listed above in this section and provided to adidas by School shall be reviewed and approved by School in order that School might assure itself of compliance with the provisions related to tax-exempt sponsor recognition and that the proposed recognition is in keeping with the professional image and reputation of collegiate sports reflected by the School and with which it associates itself. In no case shall School’s approval be unreasonably withheld.

7. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

8. **Term and Termination.**

**Term.** This Agreement shall remain in effect from July 1, 2017, and until June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement (the "Term"). When used herein, “Agreement Year” shall refer to any period during the Term beginning on July 1 and ending on June 30.

8.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2.1 constitutes an incurable material breach of this Agreement. Prior to termination under this subsection, the parties may mutually agree to enter into good faith discussions, negotiations, and extension of the time to cure, with the aim to resolve any breach hereunder.

8.2. Termination by adidas. adidas may, in its sole discretion, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this

Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or tournament games; or (b) in adidas' sole estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.

- 8.3. Right of Suspension or Reduction. If adidas believes that if School has breached any term of this Agreement, then adidas may (in its reasonable discretion) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section according to the following schedule:

For the first offense, there will be a written warning. For the second offense, adidas may reduce 25% in the amount of Promotional Merchandise. The third offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The fourth offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 8.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, including Section 9 shall survive the expiration or termination of this Agreement.

## 9. **Rights of First Dealing.**

Beginning not less than 90 days before the beginning of the final Agreement Year (i.e. beginning no later than April 1, 2024), the parties shall periodically, communicate, meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The First Dealing Period shall extend for a period of three (3) months. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the First Dealing Period, School shall not, and School shall not permit its agents, attorneys, accountants, representatives or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal"). If during the First Dealing Period, adidas and School are unable to reach a new agreement between themselves or a renewal,

extension or restatement of this Agreement, then School may enter into, and take such reasonable steps as it determines are needed in order to secure for itself a Third Party Deal.

10. **School Approvals.**

10.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement.

10.2. Notice. adidas shall provide School designated and authorized representative with items for approval. School shall approve or disapprove within five (5) business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

11. **Covenants of Parties.**

11.1. Nebraska Public Records Laws. Whereas, the School is an agency of the State of Nebraska, this Agreement is subject to disclosure to any party requesting it pursuant to the public records laws of the State of Nebraska. Additional provisions in state law may require filing of this contract with the State of Nebraska, and thereby, access by the public.

11.2. Compliance with Law, Conference and NCAA. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement, as such are duly promulgated by authorized governmental authority, the School's intercollegiate sports conference, and the NCAA.

11.3. No Resale. During the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities, but only to the extent related to vendor's provision of service to the School.

12. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Director, U.S. Team Sports

With a copy to:

If to School:

University of Nebraska at Omaha  
202 Sapp Field House  
Omaha, Nebraska 68182  
Attn: Athletic Director

With a copy to:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Legal Dept.

University of Nebraska  
Office of the General Counsel  
3538 Holdrege Street  
Lincoln, Nebraska 68583-0745

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

13. **Miscellaneous.**

- 13.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 13.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. The parties hereby agree and consent to the exclusive jurisdiction and venue of any federal or State court, or other administrative agency with jurisdiction over the matter, located in either Lancaster or Douglas Counties, Nebraska.
- 13.3. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 13.4. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
- 13.5. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 13.6. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.

- 13.7. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
- 13.8. Entire Agreement. This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of the account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

**adidas America, Inc.**

**THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA**

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Mark Daniels  
Vice President US Team Sports

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Hank M. Bounds  
President

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Attest: Carmen K. Maurer  
Corporation Secretary

Athunoadidas2017.ckm

TO: The Board of Regents

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Two-Year Contract for Canvas and Turnitin for University of Nebraska at Kearney, University of Nebraska at Omaha, and University of Nebraska Medical Center

RECOMMENDED ACTION: Approve a two-year contract with Unizin for the purchase of Canvas and a two-year contract with Turnitin for the University of Nebraska at Kearney, University of Nebraska at Omaha, and the University of Nebraska Medical Center

PREVIOUS ACTION: July 22, 2016 – The Board of Regents approved a two-year contract with Unizin for the University of Nebraska-Lincoln and a license agreement with Canvas for the Learning Management System and Turnitin.

EXPLANATION: Last year, UNL began transitioning to the Canvas Learning Management System (Canvas) away from Blackboard. Since then, UNO, UNK, and UNMC campuses have been piloting and now wish to begin transitioning to Canvas as well.

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 are in various states of using, adopting, and piloting Canvas.

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 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 retention and graduation rate efforts.

During the transition, all four campuses intend to support both Canvas and Blackboard for the remainder of the 2016-17 and 2017-18 academic years. The Academic Alliance 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.

UNO, UNK, UNMC Costs. Like UNL, the purchase of Canvas for UNK, UNO, and UNMC will be made through Unizin. Unizin, per their website, is “a consortium of like-minded institutions facilitating the transition toward collaborative digital education. (<http://unizin.org>) Unizin membership for UNK, UNO, and UNMC combined will cost \$100,000 the first year, and a per FTE charge for the second year. Exact costs of membership beyond the initial two-year period are unknown.

The contract with Unizin for the Canvas product provides for a first year cost of \$492,739 which includes \$39,000 for implementation. The value-add of the Unizin price package incorporates, at no additional charge, services and tools that all four campuses receive, including data analytics support, a course design suite, snapshot dashboards, customized web addresses, real-time data access, and seven other service tools that enhance both the Canvas experience and campus’ ability to impact future development of the technology itself.

Also like UNL, as UNO, UNK, and UNMC deploy Canvas, they seek 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 for Turnitin is \$189,248.

Fiscal Year 2018:

<u>Campus</u>	<u>Unizin</u>	<u>Canvas*</u>	<u>Turnitin</u>	<u>Total</u>
UNO	\$56,000	\$167,378	\$52,100	\$275,478
UNK	27,000	80,571	25,858	133,429
UNMC	<u>17,000</u>	<u>50,166</u>	<u>16,666</u>	<u>83,832</u>
FY18 Totals	<u>\$100,000</u>	<u>\$298,115</u>	<u>\$94,624</u>	<u>\$492,739</u>

\* Pricing includes license, support, training, and implementation

Fiscal Year 2019:

<u>Campus</u>	<u>Unizin</u>	<u>Canvas**</u>	<u>Turnitin</u>	<u>Total</u>
UNO	\$155,216	\$202,946	\$52,100	\$410,262
UNK	74,760	97,693	25,858	198,311
UNMC	<u>46,736</u>	<u>60,825</u>	<u>16,666</u>	<u>124,227</u>
FY18 Subtotals	<u>\$276,712</u>	<u>\$361,464</u>	<u>\$94,624</u>	<u>\$732,800</u>

\*\* No implementation charges are included in year 2.

In summary, looking ahead in FY18 to University-wide adoption of Canvas and system-wide membership with Unizin, total combined costs to the University for the expenditures detailed above are as follows.

University-wide – 2018 total costs:

<u>Campus</u>	<u>Unizin</u>	<u>Canvas</u>	<u>Turnitin</u>	<u>Total</u>
UNL	\$333,333	\$223,503	\$75,145	\$ 631,981
UNO	56,000	167,378	52,100	275,478
UNK	27,000	80,571	25,858	133,429
UNMC	<u>17,000</u>	<u>50,166</u>	<u>16,666</u>	<u>83,832</u>
FY18 Totals	<u>\$433,333</u>	<u>\$521,618</u>	<u>\$169,769</u>	<u>\$1,124,720</u>

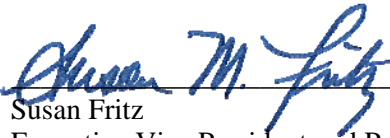
For comparative purposes, the university-wide cost of Blackboard for fiscal 2018 (not including analytic software) has a total cost of \$1,001,955 per year. The Blackboard product pricing includes a competitive product to Turnitin called SafeAssign.

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

PROJECT COST: \$1,225,539 (Two Year Incremental Cost for the three campuses)

SOURCE OF FUNDS: Student Technology Fees

SPONSOR: Mark Askren  
Vice Chancellor for IT and CIO

RECOMMENDED:   
Susan Fritz  
Executive Vice President and Provost  
University of Nebraska

DATE: April 17, 2017



**UNIZIN  
SYSTEM MEMBER MASTER SERVICES AGREEMENT**

This System Member Master Services Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 201 \_\_, (the “**Effective Date**”) is entered into by and between Unizin, Ltd., a Delaware nonstock corporation (“**Unizin**”), and the Board of Regents of the University of Nebraska, a public corporation (“**University System**”). Unizin and University System are referred to herein each as a “**Party**” and collectively as the “**Parties.**”

**Membership Purpose**

- Unizin operates a program that provides digitally enabled educational and other services to colleges and universities (referred to herein as the “**Unizin Program**”).
- University System and Unizin are parties to that certain Unizin System Membership Agreement dated [\_\_\_\_\_] (“**Membership Agreement**”) under which the University System became a System Member of Unizin.
- University System wishes to engage Unizin to provide certain services to the affiliated institutions described in Appendix B to the Membership Agreement (collectively the “**Universities**” and individually each a “**University**”) now and in the future in connection with the Unizin Program, and Unizin is willing to provide such services, all as set forth more particularly under the terms and conditions of this Agreement.

In accordance with the Membership purpose, the Parties agree as follows:

**Terms and Conditions**

**1. Unizin Services**

1.1. **Service Addendum.** On behalf of the Universities, University System has a right, but not an obligation, to purchase, license and/or subscribe to digitally enabled educational products and service by entering into University specific written service addenda to this Agreement with Unizin (each, a “**Service Addendum**”). Each Service Addendum will form a part of this Agreement and be incorporated by this reference. In the event of a conflict between the terms of the main body of this Agreement and the terms of a Service Addendum, the terms of the Service Addendum will control for purposes of such Service Addendum only. A template of the Service Addendum is attached hereto as **Schedule 1**.

(A) **Services.** Each product and service identified in a Service Addendum is a “**Unizin Service.**” University System acknowledges that some Unizin Services may include third party products or services provided or made available by Unizin to the University System (“**Third Party Services**”), and Unizin may be obligated to include third party provisions that govern Third Party Services within any Service Addendum; any aforementioned third party provisions will form a part of this Agreement with respect to the specific Third Party Service.

(B) **Requirements.** Each Service Addendum will: (1) describe the Unizin Service (including any work product to be provided by Unizin to University System thereunder); (2) the price and payment terms for Unizin Service; (3) the duration of the Service Addendum; and (4) identify any Third Party Services and corresponding third party provisions, and will include such other details as the Parties deem appropriate.

1.2. **University System Compliance.** University System acknowledges that its timely provision of (and Unizin's access to) relevant University System assistance, cooperation, and complete and accurate information and data (including required consents, licenses and authorizations, if any) is essential to the performance of Unizin Services. Provided Unizin provides required notices and information in a timely manner, Unizin will not be liable for any deficiency or delay in performing the Services if such deficiency results from University System's failure to provide full cooperation, assistance and information as required hereunder.

1.3. **Restrictions.** To the maximum extent permitted under applicable law and except as otherwise set forth in this Agreement or a Service Addendum, University System will not, directly or through others: (a) commercially exploit any Unizin Services, including without limitation by marketing, licensing, selling, distributing, or transferring Unizin Services to a third party; (b) disassemble, reverse engineer or decompile any software used by University System to provide Unizin Services; (c) prepare derivative works from any component of Unizin Services or attempt to discover any portion of the source code or trade secrets therein; (d) sell, lend, rent, give, assign or otherwise transfer or provide access to Unizin 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 Unizin Services; or (f) reverse engineer any software or application provided by Unizin, or use any such software or application in a manner (in each case, as reasonably determined by Unizin) that constitutes excessive or abusive usage.

## 2. Fees and Payment

2.1. **Fees.** University System will pay Unizin the fees and costs set forth in each Service Addendum in accordance with the terms of the Service Addendum and this Section 2 (Fees and Payment).

2.2. **Payment.** Unizin will invoice University System for all Unizin Services, reimbursable expenses incurred by Unizin in connection with performing the Services, and other payments due under any Service Addendum. University System will pay invoices within thirty (30) days of receipt of the invoice. If the University System fails to make payment when due, Unizin will provide University System with written notice of the delinquency. After fifteen (15) days of receiving such notice, University System must make the payment. If University System fails to do so, Unizin may (a) assess interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid within thirty (30) days from receipt of the invoice; (b) suspend performance of Unizin Services under the

Service Addendum with respect to which payment is overdue; and/or (c) terminate the Service Addendum with respect to which payment is overdue. Unizin's exercise of its remedies under this Section 2 (Fees and Payments) are cumulative and without prejudice to any other remedies available hereunder or at law or equity.

2.3. **Dispute.** If University System disputes a particular fee, University System must provide Unizin with written Notice (pursuant to Section 7.18, (Notice)) of the disputed amount within forty-five (45) calendar days of invoice receipt, but is required to timely pay any undisputed portion of such invoice in accordance with Section 2.1 (Payment). University System will cooperate in good faith with Unizin in an attempt to resolve any and all disputed invoices or portions thereof within ten (10) business days following receipt of such notice of dispute. Within five (5) business days following the resolution of a dispute over an invoice or a portion thereof, University System must pay to Unizin the resolved amount of fees, if any, due to Unizin.

2.4. **Taxes.** University System is required to pay any and all federal, state, county, and local sales or use tax imposed or based on Unizin Services that are applicable to University System. If University System is legally entitled to an exemption from the payment of any taxes, University System must promptly provide Unizin with legally sufficient tax exemption certificates for each taxing jurisdiction that it claims an exemption, which names Unizin as the seller on each tax exemption certificate.

### 3. **Term and Termination.**

3.1. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier as provided in this Section 3 (Term and Termination), continues for a period of one (1) year, and shall automatically renew for a period of consecutive one (1) year terms unless terminated by written notice by either party at least thirty (30) prior to the expiration of any such consecutive period. Termination of this Agreement automatically terminates each then-outstanding Service Addendum.

3.2. **Termination by University System.** University System may terminate this Agreement without cause by providing at least sixty (60) days' written Notice (pursuant to Section 7.18) to Unizin; provided, however, that if University System terminates this Agreement under this Section 3.1 and if there are any Service Addenda outstanding as of the date of such termination, then the date of termination of this Agreement will be automatically extended to be concurrent with the date of termination or expiration of the last-to-expire/terminate of such Service Addenda.

3.3. **Termination for Cause.** If a Party materially breaches a Service Addendum or this Agreement, and does not cure such breach within thirty (30) days of receipt of notice from the other Party reasonably describing such breach, then the non-breaching Party may terminate this Agreement or Service Addendum, as applicable, upon notice to the breaching Party.

3.4. **Effect of Termination.** Upon termination of this Agreement for any reason, University System will remain responsible for any accrued and prorated fees that are

owed to Unizin under each Service Addendum in effect at the time of such termination. University System's payment obligations, all rights and liabilities that accrued before termination of this Agreement, and Sections 3.3, 4 (Intellectual Property) and 7 (Miscellaneous), will survive termination indefinitely or for their respective terms if so stated.

#### 4. Intellectual Property.

4.1. **Generally.** Unizin has invested substantial time, money, and other resources in developing its network, in maintaining the confidential nature of its trade Confidential Information (as such term is defined in Section 6.1 (Confidentiality)), including, without limitation, its trade secrets and proprietary information, and in developing its goodwill, reputation, and relationships. Unizin has also invested substantial time, money, and other resources in teaching its employees and disclosing to its Members Confidential Information, including, without limitation, its operational methods and models and how it developed its network and services. The restrictive covenants in this Section 4(Intellectual Property) are intended to protect such legitimate interests of Unizin.

#### 4.2. Infringement Claims.

(A) **Indemnification.** If a third party makes a claim against University System, a University or its authorized users (as such users are described in a Service Addendum) alleging that a Unizin Service (excluding University System content) infringes any U.S. patent, U.S. copyright, or trademark or misappropriates any trade secret ("IP Claim"), then Unizin will defend the University System, the University and/or such authorized users against the IP Claim, and pay all costs, damages and expenses (including reasonable legal fees and costs) finally awarded against the University System or University by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Unizin arising out of such IP Claim; *provided that*: (1) University System notifies Unizin of such claim promptly upon becoming aware of it; (2) University System permits Unizin to assume sole control of the defense of such claim and all related settlement negotiations; and (3) University System provides Unizin, at Unizin's request and expense, with the reasonable assistance, information and authority necessary to perform Unizin's obligations under this Section 4.3(A). University System may not make any admissions or consent to any judgment or settlement in respect of an IP Claim without Unizin's prior written consent. THIS SECTION 4.3(A) STATES THE ENTIRE LIABILITY OF UNIZIN AND ITS LICENSORS TO UNIVERSITY SYSTEM, THE UNIVERSITIES OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

(B) **Exceptions.** Unizin will not be liable for any IP Claim based on the unauthorized modification of the Unizin Service, the use of the Unizin Service other than in accordance with the provided documentation and this Agreement, or University System data. If, due to an IP Claim or the threat of an IP Claim, the

Unizin Service is held by a court of competent jurisdiction to be infringing, or in Unizin's reasonable judgment may be held to infringe by such a court, or University System receives a valid court order enjoining University System from using the Unizin Service, or in Unizin's reasonable judgment, University System may receive such an order, Unizin may, at its option and expense: (1) replace or modify the Unizin Service to avoid the claim; (2) obtain for University System a license to continue using the Unizin Service; or (3) terminate the Service Addendum that the Unizin Service was provided upon notice, and refund prepaid but unused amounts received from University System in respect of the balance of the term of such Service Addendum.

**5. Accessibility.** Unizin will comply with industry-recognized accessibility standards for Electronic and Information Technology in compliance with Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. §701 (2016). Unizin will make commercially reasonable efforts to ensure that Unizin Services include assistive technologies and features, and will also include accessibility features in any Unizin Services' support documentation and instructions for using its services with assistive technologies.

**6. Protection of Information.**

**6.1. Confidentiality.** All information and materials disclosed or made available by a Party to the other in connection with this Agreement or any Service Addendum, shall constitute such Party's "**Confidential Information**" as that term is defined in the Membership Agreement, and the provisions of the Membership Agreement governing the Parties' use and disclosure of Confidential Information thereunder shall equally apply to the Parties' performance of this Agreement.

**6.2. Obligations Related to Confidential Information.** Confidential Information will be used by University System solely for and in connection with its services, activities, and engagement with Unizin. University System understands and agrees that it will only discuss Confidential Information (including requests for same) with Unizin and its designees. University System will keep any and all Confidential Information secret and confidential and will not disclose it to any third-party without Unizin's written authorization unless required by law. The fact that such information has been delivered to University System is itself Confidential Information for purposes of this Agreement. University System will not make any unauthorized copies of any of the Confidential Information, nor any abstracts or summaries thereof or references thereto in any other documents. Upon the termination of this Agreement, University System will either destroy or return to Unizin all Confidential Information which is in tangible form, including, without limitation, any copies which University System may have made, and will destroy any and all abstracts, summaries thereof or references thereto in any documents and certify to Unizin that such has been done.

**6.3. Compliance with Applicable Privacy Law.** Unizin represents that it is in compliance with applicable state and federal laws, rules, regulations, codes, orders, decrees, guidelines and rulings thereunder of any federal, state, regional, county, city, municipal or local government of the United States or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing,

relating to privacy and protection of Personal Information (as defined below) and all applicable state privacy, security, data protection and destruction, and data breach notification statutes and regulations, including but not limited to the Family Education Rights and Privacy Act of 1974, as amended (“FERPA”), 20 U.S.C. § 1232g (2016); 37 C.F.R. Part 99 (2016). The term “Personal Information” has the meaning of such term or like terms set forth in each of the applicable Privacy Laws that describes covers or defines data that identifies or can be used to identify individuals.

6.4. **Written Information Security Program.** Unizin will maintain a written information security program to govern the protection of all Personal Information the Company maintains, pursuant to which it applies industry standard best practices and the requirements of each applicable law to all covered Personal Information.

(A) **Data Use and Disclosure.** All relevant vendors, service providers and other entities (“Company’s Third Party Service Providers”), to which Unizin provides Personal Information are required to enter into written agreements with Unizin that require Company’s Third Party Service Providers to protect such Personal Information in a manner that is substantially similar to the protections that the Company is required to impose by law and Unizin’s written information security program. Unizin may use, disclose, or re-disclose de-identified data as permitted by applicable law. Except as required by law, Unizin will not use or re-disclose Personal Information derived from Educational Records subject to FERPA for any purpose other than the purposes for which that data was obtained. All Education Records received by Unizin from an Entity subject to FERPA will be used and maintained under the direct control of that Entity. “Education Records” have the meaning of such term as set forth in the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. §1232g (2016); 37 C.F.R. Part 99 (2016).

(B) **Data Security.** Unizin uses industry standard best practices to protect and secure Personal Information maintained by Unizin against loss, misuse, unauthorized access, disclosure, alteration, and destruction, including administrative, technological, and physical safeguards. Unizin conducts regular privacy and data security audits and employee training.

(C) **Data Breach Notification.** Unizin maintains an Incident Response Plan to respond to data security incidents, including possible or actual unauthorized access to or disclosure, misuse, alteration, destruction, or other compromise of Personal Information. In the event of a data security incident, Unizin will provide notify the University that incident within two (2) days of discovery.

## 7. Miscellaneous

7.1. **Warranty.** Unizin warrants to University System that Unizin will perform Unizin Services in a professional manner by qualified personnel and in a manner consistent with industry standards. University System’s remedy for Unizin’s breach of the foregoing warranty will be to provide Unizin with a detailed written description of

such breach within thirty (30) days from the date of performance of the nonconforming Unizin Services (or portion thereof, if applicable), in which case Unizin will use commercially reasonable efforts to re-perform such Unizin Services (or portion thereof); if no written rejection is given to Unizin by University System within such thirty (30) days, such Service is accepted. If Unizin's commercially reasonable efforts to re-perform such Unizin Services fails to comport with industry standards, University System may pursue available remedies at law subject to the limitations of Section 7.6 and Section 7.7.

**7.2. Reasonableness of Restrictions.** Each Party hereby expressly acknowledges and agrees that each, every, and all of the restrictive covenants contained under this Agreement: (A) are necessary for the reasonable and proper protection of the goodwill of both Parties, their trade secrets, proprietary data, and Confidential Information; (B) are reasonable with respect to length of time, scope, and geographic area; and (C) will not prohibit such Party from engaging in business.

**7.3. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.1 (WARRANTY), UNIZIN MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE SERVICES OR DELIVERABLES, AND UNIZIN HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

**7.4. Further Actions.** The Parties agree to prepare, execute and deliver or cause to be prepared, executed and delivered all such other documents necessary or advisable to fulfill the purpose of this Agreement, including, without limitation, execution of a nondisclosure agreement with third-party vendors, if necessary.

**7.5. Relationship Between the Parties.** The Parties are entering into this Agreement as independent contracting parties. Nothing herein may be construed to create a partnership, agency, or joint venture between the Parties. No Party will hold itself out as being part of, controlled by, or acting on behalf of the other Party. The Parties agree to inform third-parties that neither Party is part of the other.

**7.6. Exclusion of Damages.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, INCLUDING WITHOUT LIMITATION LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON.

7.7. **Limitation of Liability.** UNIZIN WILL NOT BE LIABLE FOR ANY DATA LOSS OR CORRUPTION RELATED TO USE OF OR INABILITY TO USE UNIZIN SERVICES. The aggregate and cumulative liability of Unizin to University System for all damages arising out of or relating to a service provided pursuant to a Service Addendum to this Agreement will in no event exceed the amount of fees paid by University System to Unizin under the Service Addendum under which the cause of action arose.

7.8. **Indemnification.**

(A) **Mutual.** To the extent permitted by applicable law, each Party (“**Indemnitor**”) must indemnify, defend, and hold harmless the other Party and each of its successors, assigns, affiliates, and subsidiaries and its respective members, managers, directors, officers, trustees, shareholders, agents, employees, agents, and representatives (collectively, “**Indemnitees**”) from and against all any and all third party claims, demands, suits, liabilities, losses, damages, judgments, expenses, and costs (including, but not limited to, reasonable attorneys’ fees) (collectively, “**Claims**”) alleged against any of the Indemnitees caused by the Indemnitor’s negligence, willful misconduct, or violation of laws.

(B) **By University System.** To the extent permitted by applicable law, the University System will defend, indemnify and hold harmless Unizin and its members, managers, directors, officers, trustees, shareholders, agents, employees, agents, and representatives from and against any and all third party Claims alleging damage caused by University System’s or its users’ clearly negligent, malicious or wrongful use of a Unizin Service, except to the extent such Claim is covered by Unizin’s indemnification obligations in this Section 7.8(B) or in Section 4.3(A) (Infringement Claims – Indemnification).

(C) **Process.** The Party that is the Indemnitee must give prompt written Notice (Pursuant to Section 7.18 (Notice)) of the claim to the Party that is the Indemnitor; *provided, however*, that any failure or delay in providing such notice will not relieve the Indemnitor of its indemnification obligation, except to the extent it is actually prejudiced by such failure or delay. The Indemnitee will cooperate as reasonably requested by the Indemnitor in the defense against any Claims. The Indemnitor has the right to assume and control the defense of the indemnification claim at its own expense with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee. The Indemnitee will not settle or compromise the indemnification claim without the prior written consent of the Indemnitor.

7.9. **Force Majeure.** Unizin will be excused from performance for any period during which, and to the extent that it or its subcontractor(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence.



7.10. **Good Faith.** The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

7.11. **Compliance with Applicable Laws.** Each Party will comply with all applicable laws in connection with the subject matter of this Agreement and its performance under this Agreement.

7.12. **Binding Effect and Assignment.** This Agreement inures to the benefit of and be binding upon the Parties and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by University System without first obtaining a written consent signed by Unizin. Any assignment by University System which is not consented to or in accordance with or permissible under this section is void, unenforceable, and without effect.

7.13. **No Third Party Beneficiaries.** Nothing contained herein will be construed as creating any right, claim, or cause of action in favor of any third-party, against either of the Parties.

7.14. **Governing Law.** This Agreement is subject to and construed under the laws of the State of Nebraska, without giving effect to any conflict or choice of law provisions which would make applicable the domestic substantive law of any other jurisdiction. Further, the Parties hereto each hereby agree, consent, and fully submit to the exclusive venue and personal jurisdiction of the state and federal courts located in Nebraska.

7.15. **Entire Agreement.** This Agreement, together with each Service Addendum, constitute the entire agreement between the Parties with respect to the subject matter hereof, and cancel, void, and supersede any and all other prior agreements and contracts, written or oral, express or implied, between the Parties (or their respective affiliates or predecessors) with respect to the subject matter hereof.

7.16. **Amendment and Waiver.** Any amendment, modification, revocation, or waiver of this Agreement (including any Service Addendum) is void, unenforceable, and without effect, unless in writing and signed by both Parties. No failure or delay on the part of either Party in the exercise of any power or right hereunder operates as a waiver thereof, nor will any single or partial exercise of any such power or right preclude another or a further exercise of any other right or power. A waiver by either Party of a provision of or a breach of this Agreement must not operate or be construed as a waiver of any other provision or subsequent breach hereunder.

7.17. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, to any extent, in whole or in part, as to any situation, entity, or person, the invalidity, illegality, or unenforceability of any such provision is limited to such situation, entity, and/or person, and in no way affects the validity, legality, or enforceability of any other provision of this Agreement.

7.18. **Notice.** Any notices given or otherwise provided pursuant to this Agreement will be deemed sufficiently given by one Party to the other Party only if in writing, signed by such Party, and only: 1) if and when delivered or tendered either in person to an executive officer of Unizin (for Unizin) or the University System's Representative (for University System); 2) on the next business day if sent by overnight courier, addressed to an executive officer of Unizin (for Unizin) or the University System's Representative (for University System) at the address set forth below; or 3) three (3) business days after deposit with the United States Postal Service in a sealed envelope registered or certified, return receipt requested, with requisite postage prepaid, and sent to an executive officer of Unizin (for Unizin) or the University System's Representative (for University System) at the address set forth below:

If to Unizin:

**Unizin, Ltd.  
720 Brazos Street  
Suite 810  
Austin, Texas 78701  
Attention: Chief Executive Officer**

**With (copies) to:**

Craig A. Gilley, Esq.  
Mintz Levin Cohn Ferris Glovsky and Popeo PC  
701 Pennsylvania Ave, NW, Suite 900  
Washington, DC 20004

If to University System:

University of Nebraska  
Chief Information Officer  
3835 Holdrege Street  
Lincoln, NE 68583

***With a copy to:***

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

or to such other address as a Party previously designates by written notice to the other Party, given in accordance with this section.

7.19. Remedies.

(A) **Generally.** Except as expressly provided herein to the contrary, no remedy made available to a Party by any of the provisions of this Agreement is

intended to be exclusive of any other remedy, and each and every remedy is cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

(B) **Certain Remedies.** Each Party hereby expressly acknowledges and understands that in the event of any breach or threatened breach by it of any of the covenants contained in Section 4 of this Agreement, the interests of the other Party may be irreparably injured, the full extent of the damages may be impossible to ascertain, monetary damages may not be an adequate remedy, and in addition and supplementary to other rights and remedies existing in its favor, the other Party will be entitled to seek to enforce such covenants by temporary, preliminary, or permanent injunctive relief or other equitable relief, without the necessity of posting bond or security, which each Party hereby expressly waives.

7.20. **Due Authorization.** University System hereby expressly warrants and represents that: it has authority to enter into and execute this Agreement; and the signatory executing this Agreement for and on behalf of University System has due authorization to do so.

7.21. **Headings.** The paragraph and section headings in this Agreement are for convenience and reference only and the words contained therein are in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement and this Agreement will be interpreted and construed as if drafted negotiated by both Parties.

7.22. **Review and Understanding.** Each Party hereby represents and warrants that it has had the opportunity to fully review this Agreement and to consult with its legal, accounting, and other professional advisors regarding the terms and provisions hereof, and that it is able to read, has read, and understands the meaning, legal consequences, and effect of this Agreement.

7.23. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will deemed an original and all of which together constitute one and the same Agreement. Signature pages sent via facsimile or email will be considered original signature pages for any and all purposes.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

**Unizin:**

Unizin, Ltd.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its (Title)

**University System:**

Board of Regents of the University of Nebraska

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

**SCHEDULE 1**

**SERVICE ADDENDUM TEMPLATE**  
**(to be completed for each separate Unizin Service)**

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**Service Addendum No. [ ]**

This Service Addendum No. [ ] (“**Service Addendum**”) is dated \_\_\_\_\_, 20\_\_ (“**Service Addendum Effective Date**”) and entered into by and between Unizin and University System pursuant to that certain Unizin University System Master Services Agreement entered into by and between the Parties dated \_\_\_\_\_, 201\_\_ (“**Agreement**”). This Services Addendum is governed by the terms of the Agreement. Capitalized terms used but not defined in this Services Addendum have the meanings ascribed to them in the Agreement.

Unizin Services:

*[identify the Unizin Services to be provided]*

Service Addendum Term:

*[identify the term of this SA]*

Fees:

*[identify the fees and costs payable by University System to Unizin under this SA]*

Third Party Products and Terms (if any):

Additional Terms (if any):

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute and deliver this Service Addendum as of the Service Addendum Effective Date.

**Unizin:**

Unizin, Ltd.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its (Title)

**University System:**

\_\_\_\_\_  
Board of Regents of the University of Nebraska

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

**UNIZIN  
SYSTEM MEMBER DATA SHARING AGREEMENT**

This Unizin System Member Data Sharing Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 201\_\_ (“**Effective Date**”), is entered into by and between Unizin, Ltd., a Delaware nonstock corporation (“**Unizin**”), and the Board of Regents of the University of Nebraska, a public corporation (“**University System**”). Unizin and University System are referred to herein each as a “**Party**” and collectively as the “**Parties.**” University System and Unizin are Parties to the Unizin System Member Agreement dated \_\_\_\_\_, 201\_\_ (“**Membership Agreement**”) under which University System became a System Member of Unizin. University and Unizin are also parties to a Unizin Member Master Services Agreement dated \_\_\_\_\_, 201\_\_ (“**MSA**”) under which the University System, as a Member of Unizin, has a right to subscribe, on behalf of its affiliated institutions (each individually a “**University**”), to certain Unizin Services (as defined in the MSA). In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**Terms and Conditions**

**1. Data Sharing.**

**1.1 Records.** Unizin receives from and maintains Education Records on behalf of University System pursuant to the MSA and any associated Service Addendums (as defined in the MSA), and in accordance with the Family Educational Rights and Privacy Rules, 34 C.F.R. § 99.31(a)(1)(i)(B) (2016). The term “**Education Record**” is defined in the Family Educational Rights and Privacy Rules, 34 C.F.R. §99.3 (2016). The Parties agree that sharing student data across all of Unizin’s member universities (each a “**Member**”) will support research and improvements to education, and will yield greater actionable activities due to the larger range and scope of data combined across such universities. University System and Unizin are permitted by the Family Educational Rights and Privacy Rules, 34 C.F.R. § 99.31(b) (2016), to share data from Education Records with any party without obtaining the consent required by the Family Educational Rights and Privacy Rules, 34 C.F.R. § 99.30 (2016), if all Personally Identifiable Information of students has been removed from such records and University System or Unizin has made a reasonable determination that a student’s identity within such records is not personally identifiable. The student data that University System shares with Unizin is hereinafter referred to as “**Student Records**”. The term “**Personally Identifiable Information**” is defined in the Family Educational Rights and Privacy Rules, the Family Educational Rights and Privacy Rules, 34 C.F.R. §99.3 (2016).

**1.2 University System Rights and Obligations.** University agrees: (A) to share Student Records with Unizin in connection with the Parties’ performance of the MSA and any Service Addendums; (B) that Unizin may share de-identified Student Records with other Members as permitted herein; and (C) that University System will not share Student Records, whether the records contain personally identifiable information or are

de-identified, with third parties that are not Members for any purpose other than research purposes.

## **2. Unizin Rights and Obligations.**

**2.1 Protection of Confidential Student Records.** Unizin will not disclose Student Records, whether the records contain personally identifiable information or are de-identified, to any person or entity that is not a Member without the express prior written consent of the University System. Unizin shall not use or disclose Student Records received from or on behalf of the University System (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University System. Unizin agrees not to use Student Records for any purpose other than the purpose for which the disclosure was made. Unizin may use information from Student Records, whether personally identifiable or not-personally identifiable, for its internal support, product and service improvements, and other internal purposes to the extent permitted by the Family Education Rights and Privacy Act, 20 U.S.C. §1232g (2016), the MSA, and this Agreement. Unizin agrees to abide by the limitations on re-disclosure of personally identifiable information from Education Records set forth in The Family Educational Rights and Privacy Act and with the terms set forth below. Pursuant to 34 C.F.R. 99.33 (a)(2), the officers, employees and agents of a party that receives Education Record information from the University System may use the information, but only for the purposes for which the disclosure of the information was made. Further, Unizin agrees to protect all Student Records in accordance with generally accepted information security standards and best practices.

**2.2 Subpoena or Liens.** If Unizin is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of University System data, Unizin will, as soon, as reasonably practical and not in violation of law, deliver to the University System a copy of such warrant, subpoena, order or request and will not, without the University System's prior written consent, comply with the same unless and until required to do so under applicable law.

**2.3 Ownership of Data.** Unizin has no property interest in, and may assert no lien on or right to withhold from the University, any data it receives from, receives addressed too, or stores on behalf of the University.

**2.4 De-Identification.** To the extent that Unizin becomes aware that any Student Records it receives include Personally Identifiable Information, Unizin agrees to use up-to-date industry-standard practices to de-identify such Student Records. Unizin will only share Student Records data with Members as permitted herein after making a reasonable determination that no Personally Identifiable Information is included therein.



**2.5 Record Codes.** Unizin will only disclose de-identified student level data from Student Records with a Record Code attached to such Student Records. Any Member that receives de-identified student level data may only use such data for its education research and may not use such data for any other purpose. . The term “Record Code” is defined as a persistent identifier that allows data recipients to track information associated with a single record as described in the Family Educational Rights and Privacy Rules, 34 C.F.R. § 99.31(b)(2) (2016). Unizin will not disclose to any Member how Unizin generates or assigns Record Codes, and Unizin will not disclose information to any Member that would allow such Member to identify a student based on a Record Code. University System may use de-identified student level data from Student Records with a Record Code attached for its own education research. Neither Unizin nor University System will use Record Codes for any purpose other than identifying de-identified records for education research. Record Codes will not be based on a student’s social security number or other personal information.

- 3. Return or Destruction of Student Records.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Unizin shall return all Student Records to the University System or, if return is not feasible, destroy any and all Student Records. If Unizin destroys the information, Unizin shall provide the University System with a certificate confirming the date of destruction of the data. Unizin may retain the University System’s de-identified data for IRB approved research projects that are in process at the time of termination, cancellation, expiration or other conclusion of the Agreement, but such time period will not exceed two years. No new research projects may be initiated during this time period using the University System’s de-identified data.
- 4. Remedies.** If the University System reasonably determines in good faith that Unizin has materially breached any of its obligations under the Agreement, then the University System, in its sole discretion, shall have the right to (1) require Unizin to submit to a plan of monitoring and reporting, (2) provide Unizin with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University System shall provide written notice to Unizin describing the violation and the action it intends to take.
- 5. Maintenance of the Security of Electronic Information.** Unizin shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Records received from, or on behalf of the University System or its students. Unizin shall impose these measures on all subcontractors used by Unizin.
- 6. Reporting Unauthorized Disclosures or Misuse of Covered Data and Information.** Unizin shall, within two (2) days of discovery, report to the University System any use or disclosure of Student Records not authorized by the Agreement or in writing by the University System. Unizin's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the Student Records used or disclosed, (3) the identity of the individual or

entity that received the unauthorized disclosure, (4) the action(s) that Unizin has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Unizin has taken or shall take to prevent future similar unauthorized uses or disclosures. Unizin shall provide any additional information in connection with the unauthorized disclosure reasonably requested by the University System.

**7. Indemnification.** Consistent with the indemnification provisions contained in the MSA, Unizin shall indemnify, save and hold harmless the University System from any loss, liability, damage, claims, costs or judgments the University incurs, including University System's costs and attorney fees, which arise from Unizin's failure to meet any of its obligations under the Agreement, including but not limited to this Addendum.

**8. Term.** This Agreement begins on the Effective Date and is co-terminus with the MSA.

**9. Miscellaneous.**

**9.1 Construction.** This Agreement is made pursuant to the MSA and is subject to and governed by the terms of the MSA. In the event of a conflict between the terms of this Agreement and the MSA, the terms of this Agreement govern.

**9.2 References.** References to statutes and regulations include references to successors and amendments thereto.

*[The remainder of this page intentionally left blank; signature page follows]*

The duly authorized representatives of The Parties have executed this Agreement, which is effective as of the Effective Date.

**Unizin:**

UNIZIN, LTD.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its (Title)

**University System:**

Board of Regents of the University of Nebraska

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

## UNIZIN SYSTEM MEMBER AGREEMENT

This System Member Agreement (this “**Agreement**”), dated as of \_\_\_\_\_, 2017, is entered into by and between Unizin, Ltd., a Delaware nonstock corporation (“**Unizin**”), and The Board of Regents of the University of Nebraska, a public body corporate and agency of the State of Nebraska (“**University System**”). Unizin and University System are referred to herein each as a “**Party**” and collectively as the “**Parties.**”

### Membership Purpose and Background

- Unizin was established to provide a structure whereby the higher education community, and specifically the university members of Unizin, can support the direction and development of an ecosystem of digitally enabled educational systems, services and collaborations through financial and other contributions. The governance of Unizin is specified in the Bylaws of Unizin (as the same may be amended from time to time) (the “**Bylaws**”).
- This Agreement establishes the terms and conditions of University System’s participation in Unizin as a **System Member** (as such term is defined in the Bylaws). The list of Founding Members as of the date of execution of this Agreement is set forth on **Appendix A** hereto. The University System Institutions that comprise the University System are listed in **Appendix B** hereto. Subsequent membership in Unizin is by invitation only to public and not-for-profit colleges and universities via a duly adopted resolution of the board of directors of Unizin (the “**Unizin Board**”).
- Unizin provides its own **proprietary** digitally enabled educational services to Members of Unizin and others. Unizin also provides **third party** digitally enabled educational service to Members of Unizin and others. To do so, Unizin has entered into and may seek to enter into additional service, content and licensing agreements (each, a “**Service Agreement**”) with each third party provider of such services (each, a “**Service Provider**”).
- As a System Member of Unizin, University System has a right, but not an obligation, to subscribe to Unizin Services by entering into a Unizin Member Master Services Agreement (“**MSA**”) pursuant to which Unizin and University System may be required to execute discrete service addenda thereunder for use of and access to each particular service (each, a “**Service Addendum**”).

In accordance with the Membership Purpose and Background, the Parties agree as follows.

### Terms and Conditions

#### 1. University System Obligations and Rights

**1.1. Compliance.** University System hereby expressly agrees and covenants to Unizin that it has received a copy of, reviewed, and will comply with the applicable terms and provisions of the Certificate of Incorporation of Unizin (the “**Unizin Charter**”), the Bylaws, and the policies and procedures approved by Unizin Board from time to time and

posted an internal Unizin website accessible by Directors, Member Representatives and their delegates.

**1.2. Membership Fees.** University System, as a System Member will pay service and membership fees in accordance with the payment schedule attached to this Agreement as **Appendix C**. For the purposes of this Agreement, each fiscal year will commence on the opening of business on July 1 and end on the close of business on June 30.

**1.3. Director.** During the Term (as defined below), University System, as a System Member of Unizin, will have the right to designate one (1) person to serve as a member of the Board of Directors of Unizin (a “**Director**”), subject to the terms and conditions set forth in the Bylaws. Subject to the Bylaws, any such Director will be appointed by University System and may continue to serve until the Director resigns or is replaced by University System (by notifying Unizin in writing executed by a duly authorized agent of University System). University System confirms its designation of a Director whose name and contact information is set forth on **Appendix D**.

**1.4. Representative.** During the Term, University System, as a System Member, will have the right to designate an individual (which may be the same person that University System designated as a Director) to serve as University System’s primary contact and representative to Unizin (a “**Member Representative**”). University System confirms its designation of a Member Representative whose name and contact information is set forth on **Appendix D** of this Agreement. The Member Representative may, from time to time, be asked to contribute views on proposed resolutions of the Unizin Board. Subject to the Bylaws, such Member Representative will be appointed by University System and may continue to serve until the Member Representative resigns or is replaced by University System (by notifying Unizin in writing executed by a duly authorized officer of University System).

## **2. Term and Termination**

**2.1. Term.** The term of this Agreement commences on the date of execution (the “**Effective Date**”) and remains in effect until June 30, 2020, unless terminated earlier in accordance with the terms and provisions of this Section (the “**Initial Term**”). At the conclusion of the Initial Term, this Agreement will be renewed automatically for consecutive one (1) year terms (each, a “**Subsequent Term**” and collectively, with the Initial Term, the “**Term**”) unless either Party provides written notice to the other Party of its desire not to renew at least ninety (90) days prior to the end of the then-in-effect Term.

**2.2. Termination by University System.** In addition to the termination provisions of Section 2.1 (Term) of this Agreement, and subject to Section 2.4 (Automatic Termination) of the Bylaws, University System may terminate this Agreement (and therefore its engagement with Unizin) by providing a written notice to Unizin no less than ninety (90) calendar days prior to such desired termination date.

**2.3. Termination by Unizin.** In addition to the termination provisions of Section 2.1 (Term) of this Agreement, Unizin may terminate this Agreement (and therefore the

University System's engagement with Unizin) by either: providing a written notice to University System no less than ninety (90) calendar days prior to such desired termination date; or a duly adopted resolution of the Unizin Board.

**2.4. Automatic Termination.** This Agreement terminates automatically upon the completion of the duly authorized dissolution of Unizin.

**2.5. Effect of Termination.** Upon termination of this Agreement for any reason, University System will not be entitled to reimbursement for membership fees or capital investments that have already been paid to Unizin at the time of such termination. University System will remain responsible for any accrued and prorated fees that are owed to Unizin for the then-current fiscal year at the time of such termination. Additionally, if such termination is by Unizin or action of the Unizin Board, then University System will be responsible for paying any accrued and prorated fees that are owed to Unizin for the then-current fiscal year at the time of termination.

**2.6. Director.** Upon termination of this Agreement for any reason, the Director shall be deemed to have automatically resigned from the Unizin Board without further action by either Party.

**2.7. Survival.** If this Agreement is terminated for any reason, any and all obligations and duties will terminate concurrently, provided, that this Section 2.7 and Sections 2.5 (Effect of Termination), 2.6 (Director), 3 (Intellectual Property and Confidentiality); 4.2 (Relationship Between the Parties); 4.3 (Disclaimer and Limitations on Liability); 4.4 (Indemnification); and 4.14 (Remedies) survive such termination indefinitely or for their respective terms if so stated.

**2.8. Additional Provisions.** Upon termination of this Agreement for any reason, the University System's MSA also terminates automatically.

### **3. Intellectual Property and Confidentiality**

**3.1. Generally.** Unizin has invested substantial time, money, and other resources in developing its network and services, in maintaining the confidential nature of its trade Confidential Information (as such term is defined below), including, without limitation, its trade secrets and proprietary information, and in developing its goodwill, reputation, and relationships. Unizin has also invested substantial time, money, and other resources in teaching its employees and disclosing to its members Confidential Information, including, without limitation, its operational methods and models and how it developed its network and services. The following restrictive covenants are intended to protect such legitimate interests of Unizin.

**3.2. Intellectual Privacy Policy.** The Unizin Board may develop an intellectual property (or similar) policy, as may be amended from time to time (an "**IP Policy**"), which may address similar subject matter as set forth in this Section 3. Such IP Policy will remain in full force and effect as a separate and independent agreement and obligation of the Parties, and neither the terms and provisions of this Agreement nor the

IP Policy will be cancelled, terminated, or superseded by the other.

### 3.3. Intellectual Property Rights.

(A) **Ownership.** Subject to the provisions of this Section, and except where Unizin expressly grants University System a license as set forth in any given Service Addendum under the MSA, nothing in this Agreement is intended to or will be deemed to grant or transfer to a Party, any right, title, or interest in or to any intellectual property, including, without limitation, proprietary rights of every kind and nature however denominated, throughout the world, including: (1) patents, industrial designs, copyrights, mask work rights, trade secrets, database rights and all other proprietary rights in Technology; (2) trademarks, trade names, service marks, service names, brands, trade dress, logos and other indicia of origin and the goodwill and activities associated therewith; (3) domain names, rights of privacy and publicity and moral rights; and (4) any and all registrations, applications, recordings, licenses, common-law rights and contractual rights relating to any of the foregoing (collectively, “**Intellectual Property**”), of the other Party (or its affiliates).

(B) **Developments.** Notwithstanding the foregoing, any and all inventions, discoveries, computer programs, data, technology, designs, innovations, improvements and works of authorship (whether or not patentable and whether or not copyrightable) (collectively, “**Developments**”) which are made, conceived, reduced to practice, created, written, designed, or developed by University System or University System Institutions, solely and whether during normal business hours or otherwise, during the Term, are solely and exclusively owned by University System or University System Institutions. However, subject to applicable laws and funding requirements, University System hereby provides a nonexclusive, worldwide, perpetual, fully-paid, royalty-free, and irrevocable license to make, have made, modify, use and sell, or reproduce, distribute, prepare derivative works of or publicly display, to Unizin to any and all Developments and any and all related Intellectual Property rights (whether registered or common law) directly related to the University System’s participation in or use of the activities, operations, and programs of Unizin. All Developments which are authored, made, conceived, reduced to practice, created, written, designed, or developed by Unizin, solely, in the course of performing Unizin Services, including all related Intellectual Property rights (whether registered or common law), are solely and exclusively owned by Unizin. The terms of any third party service provider agreement, if conflicting, supersede the above.

(C) **Prior Inventions.** If during the Term, University System incorporates into a Unizin Service any inventions, original works of authorship, developments, improvements, or trade secrets which were made by University System prior to University System’s involvement with Unizin, owned by University System, or in which University System or a University System Institution has an interest (collectively, “**Prior Inventions**”), University System hereby grants to Unizin a nonexclusive, worldwide, perpetual, fully-paid, royalty-free, and irrevocable

license to make, have made, modify, use and sell, or reproduce, distribute, prepare derivative works of or publicly display, such Prior Inventions as part of or in connection with such Unizin Service.

**(D) License.** University System has the right to license Intellectual Property to Unizin and Unizin Members to use in support of the purposes of Unizin. To the extent licensed Intellectual Property includes open source software, University System will clearly identify the underlying open source software license(s) such license.

**(E) Reservation of Rights.** Licenses granted by Unizin to University System, if any, will be expressly set forth in a Service Addendum. Unizin reserves all rights in and to its Intellectual Property, and no right, title or license is granted to its Intellectual Property by implication or estoppel.

**(F) Use of Name.** University System acknowledges Unizin's right to make, without the consent of University System, public statements regarding the existence of this Agreement (including, without limitation, its terms and conditions and an accurate description of the products or services being supplied); *provided, however*, except as permitted by the foregoing, Unizin will not make any public statement (*e.g.*, press release and any form of advertisement) describing University System's relationship with Unizin or implying or stating University System's endorsement of Unizin or Unizin's services, products and networks without the prior written consent of University System.

### 3.4. Confidentiality.

**(A) Definition.** For purposes of this Agreement, the term “**Confidential Information**” includes, but is not limited to, Developments, Unizin's proprietary information, operations, know-how and data, including, but not limited to, due diligence materials, designs, product plans, research and development information, processes, systems, formulae, technology, data processing, information systems, analytical systems, research strategies, marketing and selling strategies or plans, vendor lists, member lists, prospect lists, advertiser lists, supplier lists, invoices, or any other materials, data and/or information of any kind, or other trade secrets to which: (1) University System has access due to this Agreement; (2) is furnished to University System by Unizin; (3) is acquired by University System from Unizin; (4) is developed, prepared or compiled by University System on behalf of Unizin or for Unizin's use; and (5) or otherwise is known or held by University System in connection with University System's involvement with Unizin during the Term. Information is understood to be provided by Unizin to the extent that University System learns or derives it from any inspection, examination, or review of Unizin's books, records, contracts, or operations, from communications with Unizin's officers, directors, managers, members, employees, representatives, or advisors. The foregoing notwithstanding, Confidential Information does not include any information



which: (1) is in the public domain at the time learned by or communicated to University System or thereafter becomes part of the public domain, other than by disclosure in violation of this Agreement or other duty of confidentiality; (2) is obtained by University System from a third-party lawfully in possession of such information and not bound by any duty of confidentiality to Unizin; (3) has been independently derived or developed by University System without reference to or use of any Confidential Information; or (4) is otherwise deemed non-confidential public information under operation of federal or state law.

**(B) *Obligations Related to Confidential Information.***

1. Confidential Information will be used by University System solely for and in connection with its services, activities, and engagement with Unizin. University System understands and agrees that it will only discuss Confidential Information (including requests for same) with Unizin and its designees.

2. University System will keep any and all Confidential Information secret and confidential and will not disclose it to any third-party without Unizin's written authorization. The fact that such information has been delivered to University System is itself Confidential Information for purposes of this Agreement.

3. University System will not make any unauthorized copies of any of the Confidential Information, nor any abstracts or summaries thereof or references thereto in any other documents. Upon the termination of this Agreement, University System will either destroy or return to Unizin all Confidential Information which is in tangible form, including, without limitation, any copies which University System may have made, and will destroy any and all abstracts, summaries thereof or references thereto in any documents and certify to Unizin that such has been done.

**(C) *Privacy and Security.*** Unizin must use appropriate administrative, technical and physical security measures to preserve the confidentiality of electronically maintained or transmitted data received from University System and its students, and will comply with all applicable laws (including FERPA) in its use and disclosure of personally identifiable information. These measures will be extended by contract to all third party service providers used by Unizin to process University System data. Unizin will protect this data according to commercially acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Unizin will notify University System within two (2) business days of any unauthorized disclosure of University System's or its students' personally identifiable information that comes to Unizin's attention.

**3.5. Non-Solicitation.** During the Term and for a period of one (1) year thereafter, regardless of the reason for such termination, neither Party (nor its affiliates) will, directly or indirectly, solicit, recruit, or induce to leave the employment or engagement of the other Party (or its affiliates) any employee, independent contractor, agent, member,

vendor, or supplier of such Party. For the avoidance of any doubt, to the extent this provision conflicts with state law governing University System hiring and human resource practices, state law controls.

**3.6. Reasonableness of Restrictions.** Each Party hereby expressly acknowledges and agrees that each, every, and all of the restrictive covenants contained in this Section 3: (1) are necessary for the reasonable and proper protection of the goodwill of both Parties, their trade secrets, proprietary data, and Confidential Information; (2) are reasonable with respect to length of time, scope, and geographic area; and (3) will not prohibit such Party from engaging in business.

#### **4. Miscellaneous**

**4.1. Further Actions.** The Parties agree to prepare, execute and deliver or cause to be prepared, executed and delivered all such other documents necessary or advisable to fulfill the purpose of this Agreement, including, without limitation, execution of a nondisclosure agreement with Service Providers or other third-party vendors, if necessary. 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 addenda, 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](http://www.nebraskaspending.gov). It shall be the sole responsibility of Unizin to notify the University System of any requested redactions to such contracts and documents under Neb. Rev. Stat. § 84-712.05(3) at the time of execution.

**4.2. Relationship Between the Parties.** The Parties are entering into this Agreement as independent contracting parties. Nothing herein is construed to create a partnership, agency, or joint venture between the Parties. No Party will hold itself out as being part of, controlled by, or acting on behalf of the other Party. The Parties agree to inform third-parties that neither Party is part of the other.

**4.3. Disclaimer and Limitations on Liability.** UNIZIN MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED. UNIZIN EXPRESSLY DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THIS AGREEMENT, BOTH EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT, OR THE COMPLIANCE OF UNIZIN SERVICES WITH ANY LEGAL, REGULATORY AND/OR OTHER REQUIREMENTS APPLICABLE TO UNIZIN MEMBERS. THESE DISCLAIMERS APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT GOVERNING LAW DOES NOT PERMIT THEM. UNIVERSITY HEREBY WAIVES ANY RIGHT TO BRING A CLAIM AGAINST UNIZIN OR UNIZIN ARISING OUT OF OR IN CONNECTION WITH ANY UNIZIN SERVICES EXCEPT AS EXPRESSLY PERMITTED IN ITS MASTER SERVICES AGREEMENT. TO THE

EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, AGENTS, OR CONTRACTORS, WILL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES UNDER, ARISING OUT OF, OR RELATED TO THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE, AND THE PARTIES HEREBY WAIVE THE RIGHT TO RECOVER DAMAGES FROM ANY SUCH PERSON. NOTWITHSTANDING ANY CONTRARY PROVISION SET FORTH IN THIS AGREEMENT, THE PARTIES EXPRESSLY AGREE THAT IN NO EVENT WILL EITHER PARTY'S ENTIRE LIABILITY FOR ANY LIABILITIES, LOSSES, CLAIMS, JUDGMENTS, DAMAGES, EXPENSES OR COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF COUNSEL) ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO THREE TIMES THE AMOUNT OF THE BASE ANNUAL MEMBERSHIP FEE (EXCLUDING ANY PER STUDENT OR SUBSCRIBER FEES) PAID OR REQUIRED TO BE PAID BY THE UNIZIN MEMBER UNDER THIS AGREEMENT DURING ANY CONSECUTIVE TWELVE (12) MONTH PERIOD.

**4.4. Indemnification.** To the extent permitted by applicable law, each Party (“**Indemnitor**”) will indemnify, defend, and hold harmless the other Party and each of its successors, assigns, affiliates, and subsidiaries and its respective members, managers, directors, officers, trustees, shareholders, agents, employees, agents, and representatives (each an “**Indemnitee**,” and collectively, “**Indemnitees**”) from and against all any and all claims, demands, suits, liabilities, losses, damages, judgments, expenses, and costs (including, but not limited to, legal costs), and charges of any and all kind (collectively, “**Claims**”) as a result of Indemnitor’s: i) grossly negligent or willful misconduct or breach of Section 3 (Intellectual Property) of this Agreement; and ii) violation of any Intellectual Property rights; provided, however, nothing herein will require Indemnitor to indemnify Indemnitees from Indemnitees’ own gross negligence or willful misconduct or from any other third-party’s performance related this this Agreement. The Indemnitor will, at its sole cost and expense, dispose of or defend against any such Claims. Each Indemnitee, at its option, has the right, at its sole cost and expense, to participate in the defense of any such action and to be represented by counsel of the Indemnitee’s selection. Each Indemnitee will give the Indemnitor prompt notice of the assertion of any claim or the institution of any action that may expose the Indemnitor to liability. The Indemnitor may not settle or compromise any matter without the prior written consent of the affected Indemnitee.

**4.5. Good Faith.** The Parties agree to act in good faith with respect to each provision of this Agreement and any dispute that may arise related hereto.

**4.6. Compliance with Applicable Laws.** Each Party will comply with all applicable laws in connection with the subject matter of this Agreement and its performance under this Agreement.

**4.7. Agreement Subject to Applicable Law.** All obligations of the Parties under this Agreement are subject to applicable law.

**4.8. Binding Effect and Assignment.** This Agreement inures to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors, and permitted assigns; provided, however, that neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by University System without first obtaining a written consent signed by Unizin. Any assignment by University System which is not consented to or in accordance with or permissible under this section will be void, unenforceable, and without effect.

**4.9. No Third Party Beneficiaries.** Nothing contained herein will be construed as creating any right, claim, or cause of action in favor of any third-party, against either of the Parties.

**4.10. Governing Law.** This Agreement is subject to and will be construed under the laws of the State of Nebraska, without giving effect to any conflict or choice of law provisions which would make applicable the domestic substantive law of any other jurisdiction. Further, the Parties hereto each hereby agree, consent, and fully submit to the exclusive venue and personal jurisdiction of the state and federal courts located in Nebraska.

**4.11. Entire Agreement.** This Agreement, its appendixes and schedules, and any and all agreements and other documents referenced herein (including, without limitation, Service Agreements, the MSA, the Bylaws, and the Unizin Charter) constitute the entire agreement between the Parties with respect to the subject matter hereof, and cancel, void, and supersede any and all other prior agreements and contracts, written or oral, express or implied, between the Parties (or their respective affiliates or predecessors) with respect to the subject matter hereof.

**4.12. Amendment and Waiver.** Any amendment, modification, revocation, or waiver of this Agreement is void, unenforceable, and without effect, unless in writing and signed by both Parties; *provided, however*, that **Appendix A** of this Agreement may be amended and modified solely by Unizin providing notice to University System. No failure or delay on the part of either Party in the exercise of any power or right hereunder operates as a waiver thereof, nor any single or partial exercise of any such power or right preclude another or a further exercise of any other right or power. A waiver by either Party of a provision of or a breach of this Agreement will not operate or be construed as a waiver of any other provision or subsequent breach hereunder.

**4.13. Severability.** In the event any provision of this Agreement is held invalid, illegal, or unenforceable, to any extent, in whole or in part, as to any situation, entity, or person, the invalidity, illegality, or unenforceability of any such provision will be limited to such situation, entity, and/or person, and will in no way affect the validity, legality, or enforceability of any other provision of this Agreement.

**4.14. Notice.** Any notices or communications given or otherwise provided pursuant to this Agreement will be sufficiently given by one Party to the other Party only if in writing, signed by such Party, and only: 1) if and when delivered or tendered either in person to an executive officer of Unizin (for Unizin) or the University System's Director or the Member Representative (for University System); 2) on the next business day if sent by overnight courier, addressed to an executive officer of Unizin (for Unizin) or the University System's Director or the Member Representative (for University System) at the address set forth below; or 3) three (3) business days after deposit with the United States Postal Service in a sealed envelope registered or certified, return receipt requested, with requisite postage prepaid, and sent to an executive officer of Unizin (for Unizin) or the University System's Director or the Member Representative (for University System) at the address set forth below:

***If to Unizin:***

Unizin, Ltd.  
720 Brazos Street  
Suite 810  
Austin, Texas 78701  
Attention: Chief Executive Officer

***With a copy to:***

Craig A. Gilley, Esq.  
Mintz Levin Cohn Ferris Glovsky and Popeo PC  
701 Pennsylvania Ave. NW  
Washington, DC 20004

***If to University System:***

University of Nebraska  
Chief Information Officer  
3835 Holdrege Street  
Lincoln, NE 68583

***With a copy to:***

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

**4.15. Remedies.**

(A) ***Generally.*** Except as expressly provided herein to the contrary, no remedy made available to a Party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy is

cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise.

**(B) Certain Remedies.** Each Party hereby expressly acknowledges and understands that in the event of any breach or threatened breach by it of any of the covenants contained in Section 3 (Intellectual Property) of this Agreement, the interests of the other Party may be irreparably injured, the full extent of the damages may be impossible to ascertain, monetary damages may not be an adequate remedy, and in addition and supplementary to other rights and remedies existing in its favor, the other Party is entitled to seek to enforce such covenants by temporary, preliminary, or permanent injunctive relief or other equitable relief, without the necessity of posting bond or security, which each Party hereby expressly waives.

**4.16. Due Authorization.** University System hereby expressly warrants and represents that: 1) it has authority to enter into and execute this Agreement; and 2) the signatory executing this Agreement for and on behalf of University System has due authorization to do so.

**4.17. Headings.** The paragraph and section headings in this Agreement are for convenience and reference only and the words contained therein are in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement and this Agreement will be interpreted and construed as if drafted negotiated by both Parties.

**4.18. Review and Understanding.** Each Party hereby represents and warrants that it has had the opportunity to fully review this Agreement and to consult with its legal, accounting, and other professional advisors regarding the terms and provisions hereof, and that it is able to read, has read, and understands the meaning, legal consequences, and effect of this Agreement.

**4.19. Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Signature pages sent via facsimile or email will be considered original signature pages for any and all purposes.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused their respective duly authorized representatives to execute and deliver this System Member Agreement as an agreement under seal of the date of the date first written above.

**Unizin:**

UNIZIN, LTD.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Its (Title)

**University System:**

Board of Regents of the University of Nebraska

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

## Appendix A

### **Founding Members**

1. Colorado State University System
2. University System of Florida
3. Indiana University System
4. University System of Iowa
5. University System of Michigan
6. University System of Minnesota
7. University System of Nebraska at Lincoln
8. Ohio State University System
9. Oregon State University System
10. Pennsylvania State University System
11. University System of Wisconsin-Madison



## **Appendix B**

### **University System Institutions**

1. University of Nebraska at Kearney
2. University of Nebraska Medical Center
3. University of Nebraska at Omaha

**Appendix C**

**Payment Schedule**

Annual Membership Fee	\$100,000
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**Appendix D**

**University System's Director**

Name of Director: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**Member Representative**

Name of Member Representative: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**UNIZIN  
SERVICE ADDENDUM FOR CANVAS**

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin System Member Master Services Agreement (“**MSA**”) dated \_\_\_\_\_ by and between the Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and the Board of Regents of the University of Nebraska (“**University System**”), on behalf of the University of Nebraska at Kearney (“**University**”). Unizin and University System are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**” This Service Addendum is entered into and made effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Parties.

**Background**

- Unizin and University System have entered into a System Member Master Services Agreement dated \_\_\_\_\_ to enable Unizin to provide certain proprietary and third party services now and in the future to Unizin Members, including University System and its affiliated institutions, including the University.
- 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 University System and enable Instructure to deliver certain services of Instructure (the “**Services**”), including Instructure’s Canvas learning management system, to University.
- Parties mutually desire to enter into this Service Addendum to enable Instructure to deliver the Services to University, on the terms and conditions hereinafter set forth.

In accordance with the Background information, the Parties agree to the terms and conditions set forth as follows:

**Terms and Conditions**

**1. Services.**

**1.1. Service Description.** The Services to be provided to University hereunder are: the Instructure platform, the Instructure software and additional services (the “**Services**”) set forth in Exhibit “A” attached hereto and incorporated herein by reference (collectively, “**CANVAS**”).

**1.2. Access and Use.** Subject to the terms and conditions of this Service Addendum and the Services Agreement, Unizin grants University for the duration of the Unizin Participant Term: (a) a limited, nonexclusive, nontransferable, non-sublicenseable worldwide right to access and use, and permit and enable Users to access and use, the Services; (b) the right to appoint Administrators to manage access to and use of the Instructure Platform; (c) the right to permit and enable Users to access and use the Documentation provided in connection with the use of the Services; and (d) the right to use the API and any Documentation (Instructure shall provide University with all

Documentation reasonably necessary for appropriate and full use of Services). This right is conditioned on University's payment of all applicable Fees and compliance with this Service Addendum. Instructure shall begin a deployment call for the Services to University 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.

**2. Service Fees.** The fees payable by University System to Unizin hereunder are:

<b>Year 1:</b>	\$80,571
<b>Year 2:</b>	\$97,693
<b>Year 3:</b>	\$99,986
<b>Year 4:</b>	\$102,350
<b>Year 5:</b>	\$104,786

Additional detail regarding the Services and fees is set forth on Exhibit "A." The fees shall be paid in accordance with the terms of the Services Agreement.

**3. Term.** The Service Addendum Term is: July 1, 2017 – June 30, 2022; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement. Notwithstanding the foregoing, University System may terminate this Service Addendum by providing Unizin with written notice on or before May 1 of any calendar year during the term, with such termination being effective on June 30 of that year.

**4. Disclaimers.**

**4.1** OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO INSTRUMENT ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUMENT 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 INSTRUMENT 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 UNIVERSITY, 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.

**4.2** FOR THE AVOIDANCE OF DOUBT, UNIZIN IS NOT PROVIDING THE SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES OF ANY KIND, TO UNIVERSITY SYSTEM OR UNIVERSITY 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 UNIVERSITY. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

**4.3** For the purpose of further clarification, and notwithstanding anything to the contrary express or implied herein, University System 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 Instructure and/or any of the Services, are made by Instructure alone and not by or in conjunction with Unizin. University System shall inform Users that the Services are being provided by Instructure.

**5. Indemnification Procedure.** University System shall give prompt written notice to Instructure and Unizin of the existence of any Claim for which University expects Instructure to fulfill Instructure'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 Instructure of its indemnity obligation if failure to give prompt written notice does not prejudice Instructure's defense of the applicable Claim. Instructure shall, to the extent consistent with Governing Law (as defined in Section 12.15), 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 Instructure will not enter into any settlement agreement that admits fault on the part of University System or that requires University System to make any payment. University System shall, upon prior reasonable written request of Instructure and at Instructure's cost and expense, provide reasonable assistance to Instructure in connection with the defense and settlement of any such Claim. In addition, University System shall have the right to participate in such defense at its own expense and with its own counsel.

**6. Limitation of Liability.**

**6.1** Notwithstanding anything to the contrary contained herein, in no event shall Unizin have any liability to University System 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), University System's sole remedy shall be to pursue a claim directly against Instructure in respect thereof, and University System irrevocably and forever waives any right to bring any such claims against Unizin.

**6.2** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF INSTRUCURE FOR A BREACH BY INSTRUCURE OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUCURE, 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 INSTRUCURE'S INDEMNITY OBLIGATIONS UNDER THE SERVICES AGREEMENT.

**6.3** 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 University System 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 6.3, except as otherwise set forth in Section 6.4. In the case of Unizin's liability to University System 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 University System 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 University's liability to Unizin under this Service Addendum in respect of a Section 10.3 Event, except for any Fees owed by University System to Unizin, University System's liability shall be limited to the amount that University System 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 6.3 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.

**6.4** Notwithstanding the foregoing:

(a) As to University System, 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 University System for: (1) personal injury or death caused by University System's negligence or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention by the University System; (2) fraudulent misrepresentation by University System; and (3) damages to tangible property awarded by a court of final adjudication that are caused by the University System's gross negligence or willful misconduct or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention.

(b) Notwithstanding anything to the contrary contained in this Service Addendum, University System'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.

**6.5** 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.

**6.6** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL UNIZIN OR INSTRUMENT HAVE ANY LIABILITY TO UNIVERSITY SYSTEM FOR THE ACTS OR OMISSIONS OF ANY USERS.

**6.7** THE LIMITATIONS IN THIS SECTION 6 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.



**7. Proprietary Rights.** This Service Addendum does not give University System 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 University System or University, nor does it give Unizin any rights to use any trademarks or logos of University System or University, except as specifically set forth herein.

**8. Confidential Information.**

**8.1** All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 8, as to University System'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 University System and University. 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. University System further agrees to not disclose the terms of the Services Agreement to any third party that is not a Unizin Member unless required by law (as discussed below), as necessary to protect its legal rights, if such information becomes public through other sources, or as otherwise permitted in connection with disclosure of Confidential Information under this Section. The existence of this Service Addendum is not confidential.

**8.2** 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, University System 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 University System under the circumstances.

**8.3** Notwithstanding anything to the contrary in this Service Addendum or the Services Agreement, University System 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.

**8.4** The confidentiality obligations of Unizin and University System 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.

**8.5** Notwithstanding anything herein to the contrary, 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 addenda, 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](http://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.

## **9. Press Release and References.**

**9.1** 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 to publicly disclose in a press release or public statement or otherwise that University System has agreed to receive the Services from Instructure, and in connection therewith, subject to University's style

guidelines, to display University's supplied logo on the website of Unizin and any marketing materials pre-approved in writing by University.

**9.2** For the avoidance of doubt, Section 9.1 is not meant to restrict Instructure and Unizin's or University System's respective rights under Sections 1.11 and 14.8 of the Services Agreement.

## **10. Termination.**

**10.1** 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 University System, 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.

**10.2** 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: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (b) a petition under the Bankruptcy Code is filed by the other Party; or (c) 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.

**10.3** 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.

**10.4** 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 University System.

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

## **11. Data Transfer upon Termination or Expiration.**

**11.1** No later than three (3) business days prior to the expiration or earlier termination of the Term, University System shall contact Instructure and inform Instructure whether to: (a) disable each University's Account(s) and promptly Securely Delete the University Data; or (b) retain University Data in University'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 each University may extract the data using the API, or if University elects to not utilize the API, it may also extract the data in any other reasonable manner.

**11.2** If University System does not make an election under Section 11.1 in a timely manner (*i.e.*, if University System fails to make an election under Section 11.1 at least three (3) business days prior to the expiration or earlier termination of the University Term), University System shall not be deemed in breach of this Service Addendum and University System shall be deemed to have elected option (b) under Section 11.1, such that Instructure shall retain the University Data in accordance with option (b) under Section 11.1. If University System elects, or is deemed to elect, option (b) under Section 11.1 and requires the assistance of Instructure in connection therewith, University System shall reimburse Instructure for any applicable reasonable costs.

**11.3** On the Deletion Date, Instructure shall disable the applicable University's Account(s) and Securely Delete the University Data. Commencing on the Deletion Date, neither the University System nor University shall be able to extract the University Data from University's Account(s).

**11.4** With respect to any Legal Request served on University System or a University for which University System intends to respond, University System may access, copy and/or remove for itself University Data using the API. If University System is unable to access University Data using the tools (which include the API) and Documentation provided by Instructure, then, upon request, Instructure will, at a reasonable cost to University System, provide commercially reasonable assistance to enable University System to obtain for itself and access, copy and/or remove the University 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.

## **12. Miscellaneous.**

**12.1 MSA.** 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 "Service Addendum" shall have the equivalent meaning ascribed to the term "UMAAC" in the Services Agreement, and the term "University Data" used in this Service Addendum shall have the meaning ascribed to the term "Unizin Participant Data" as defined in the Services Agreement.

**12.2 Exhibits.** 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 University System, and all of University System's rights set forth in the Services Agreement, are incorporated into the Service Addendum by reference as if set forth fully herein.

**12.3 Restrictions.** To the maximum extent permitted under Applicable Law and except as otherwise set forth in this Service Addendum or the Services Agreement, University System 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 or provide access to the Services; (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services or (e) reverse engineer the API or use it in a manner (in each case, as reasonably determined by Instructure) that constitutes excessive or abusive usage.

**12.4 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). University System 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.

**12.5 Fees and Invoices.** The terms and conditions governing University System'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. 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 University System is responsible and invoice University System for such amount of Fees in accordance with the MSA.

**12.6 Forwarding Information.** 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 University Data. Unizin shall forward any such reports received from Instructure to University within thirty (30) days of receipt. Additionally, 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 the Family Educational Rights and Privacy Act 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 University System.

**12.7 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, University System shall have the right to recommend features and functionalities to Instructure and Instructure shall consider incorporating them into the Instructure Platform.

**12.8 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.

**12.9 Mutual Representations and Warranties.** Each Party represents and warrants to the other that (a) 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; (b) 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 (c) 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.

**12.10 Contractual Relationship.**

(a) 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 University's behalf under this Service Addendum shall be deemed to be an employee or agent of Unizin or University System.

(b) Instructure shall be deemed a third party beneficiary of this Service Addendum with respect to University System only (and not with respect to Unizin), and then with respect to University System only in connection with enforcing the obligations of University System or bringing claims against University System 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 University), in the event of a breach or alleged breach of this Service Addendum by University System, Instructure shall have the right to assert and pursue claims for breach of contract directly against University System, 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 University System in connection with breaches of the Service Addendum by University System 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.

(c) University System shall be deemed a third party beneficiary of the Services Agreement to the extent set forth therein. As a result, University System 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, University System 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 University System is held to be invalid under Applicable Law by a court of competent jurisdiction, then Unizin's liability to University System in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 7 above.

(d) 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. University System shall have the right to use independent contractors, subcontractors, or other non-employees ("**University Contractor/Agents**") to perform any of its obligations or to act on behalf of University System. All actions of University System's Contractor/Agents in connection with this Service Addendum are attributable to University System for all purposes under this Service Addendum.

**12.11 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: (a) delivered in person; or (b) 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 University:**

University of Nebraska at Kearney  
c/o Vice Chancellor, Business & Finance  
1000 WRNH

2504 9<sup>th</sup> Ave.  
Kearney, NE 68849

**To University System:**

University of Nebraska  
Chief Information Officer  
3835 Holdrege Street  
Lincoln, NE 68583

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, Suite 900  
Washington, DC 20004

**12.11 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.

**12.12 Assignment.** Except as expressly provided in the remainder of this Section 12.12, 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 (a) to an Affiliate or (b) 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 (a) or (b), 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 12.12 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 12.12 is not intended to limit either Party's rights or obligations under Section 12.10(d) 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.

**12.13 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 "University Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a University in connection with this Service Addendum, or the subject matter therein ("**University 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 University 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 University 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 University 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 University Purchase Order.

**12.14 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.

**12.15 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 University'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 University's main campus is located, following good-faith efforts by the Parties and, if applicable, Instructure, to negotiate a resolution. University, 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.

**12.16 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.

**12.17 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 (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

**12.18 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.

**12.19 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.

**12.20 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.

**12.21** INSTRUCTURE IS HEREBY DESIGNATED AS A “SCHOOL OFFICIAL” BY UNIVERSITY, AS SUCH TERM IS USED IN SECTION 3.2 OF THE SERVICES AGREEMENT.

*The remainder of this page is left blank, intentionally.*

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

ACCEPTED AND AGREED:

**The Board of Regents of the University of Nebraska,  
on behalf of the University of Nebraska at Kearney**

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

**Unizin, Ltd.**

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

Name: \_\_\_\_\_

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

67781844v.2

EXHIBIT "A"

[See attached Services Order Form, Order # Q-27304-2, dated 4/24/2017]

# INSTRUCTURE

## Services Order Form

Order #: Q-27304-2

Date: 4/24/2017

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

### Customer Information

Customer:	UNIZIN	Billing Contact:	
Contact:	Amin Qazi	Billing Phone:	
Phone:	(512)-640-6100	Billing Email:	
Email:	amin.qazi@unizin.org		
Address:	720 Brazos St Suite 810		
City:	Austin	P.O. Required?	
State/Province:	TX	P.O. Number:	
Zip/Postal Code:	78701		
Country:	United States	State Sales Tax Exempt?	

### Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2017	6/30/2018	5,970	USD 8.33	USD 49,730
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2017	6/30/2018	1	USD 9,946.00	USD 9,946
Tier 1 Support	User	Support	7/1/2017	6/30/2018	5,970	USD 20,895.00	USD 20,895
Year 1 Sub-Total							USD 80,571
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2018	6/30/2019	5,970	USD 10.72	USD 63,998
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2018	6/30/2019	1	USD 12,800.00	USD 12,800
Tier 1 Support	User	Support	7/1/2018	6/30/2019	5,970	USD 20,895.00	USD 20,895
Year 2 Sub-Total							USD 97,693
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2019	6/30/2020	5,970	USD 11.04	USD 65,909
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2019	6/30/2020	1	USD 13,182.00	USD 13,182
Tier 1 Support	User	Support	7/1/2019	6/30/2020	5,970	USD 20,895.00	USD 20,895
Year 3 Sub-Total							USD 99,986

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2020	6/30/2021	5,970	USD 11.37	USD 67,879
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2020	6/30/2021	1	USD 13,576.00	USD 13,576
Tier 1 Support	User	Support	7/1/2020	6/30/2021	5,970	USD 20,895.00	USD 20,895
Year 4 Sub-Total							USD 102,350
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2021	6/30/2022	5,970	USD 11.71	USD 69,909
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2021	6/30/2022	1	USD 13,982.00	USD 13,982
Tier 1 Support	User	Support	7/1/2021	6/30/2022	5,970	USD 20,895.00	USD 20,895
Year 5 Sub-Total							USD 104,786
Total							USD 485,386

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 3,000.00	USD 3,000
Tier 1 Support Setup	One Time Fee	Support			1	USD 500.00	USD 500
Year 1 Sub-Total							USD 3,500
Total							USD 3,500

<b>Grand Total:</b>	USD 488,886.00
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Canvas

Deliverables
<p>Access to unlimited instructor-led online training for up to 20 named users from effective date until the earlier of 12 months after subscription start date or the last date of the contracted subscription</p> <p>As needed, your implementation will include the following:</p> <p>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.</p> <p>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.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>

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.

Canvas FTE Data Storage

**Description**

500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

**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:** Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the effective date. 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. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

**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 **6/1/2017**

**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 at Kearney**

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

**Instructure, Inc.**

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

**UNIZIN  
SERVICE ADDENDUM FOR CANVAS**

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin System Consortium Membership Agreement (“**MSA**”) dated \_\_\_\_\_ by and between the Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and the Board of Regents of the University of Nebraska (“**University System**”), on behalf of the University of Nebraska Medical Center (“**University**”). Unizin and University System are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**” This Service Addendum is entered into and made effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Parties.

**Background**

- Unizin and University System have entered into a System Unizin Consortium Membership Agreement dated \_\_\_\_\_ to enable Unizin to provide certain proprietary and third party services now and in the future to Unizin Members, including University System and its affiliated institutions, including the University.
- 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 University System and enable Instructure to deliver certain services of Instructure (the “**Services**”), including Instructure’s Canvas learning management system, to University.
- Parties mutually desire to enter into this Service Addendum to enable Instructure to deliver the Services to University, on the terms and conditions hereinafter set forth.

In accordance with the Background information, the Parties agree to the terms and conditions set forth as follows:

**Terms and Conditions**

**1. Services.**

**1.1. Service Description.** The Services to be provided to University hereunder are: the Instructure platform, the Instructure software and additional services (the “**Services**”) set forth in Exhibit “A” attached hereto and incorporated herein by reference (collectively, “**CANVAS**”).

**1.2. Access and Use.** Subject to the terms and conditions of this Service Addendum and the Services Agreement, Unizin grants University for the duration of the Unizin Participant Term: (a) a limited, nonexclusive, nontransferable, non-sublicenseable worldwide right to access and use, and permit and enable Users to access and use, the Services; (b) the right to appoint Administrators to manage access to and use of the Instructure Platform; (c) the right to permit and enable Users to access and use the Documentation provided in connection with the use of the Services; and (d) the right to use the API and any Documentation (Instructure shall provide University with all

Documentation reasonably necessary for appropriate and full use of Services). This right is conditioned on University's payment of all applicable Fees and compliance with this Service Addendum. Instructure shall begin a deployment call for the Services to University 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.

**2. Service Fees.** The fees payable by University System to Unizin hereunder are:

<b>Year 1:</b>	\$53,666
<b>Year 2:</b>	\$60,825
<b>Year 3:</b>	\$62,253
<b>Year 4:</b>	\$63,724
<b>Year 5:</b>	\$65,241

Additional detail regarding the Services and fees is set forth on Exhibit "A." The fees shall be paid in accordance with the terms of the Services Agreement.

**3. Term.** The Service Addendum Term is: July 1, 2017 – June 30, 2022; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement. Notwithstanding the foregoing, University System may terminate this Service Addendum by providing Unizin with written notice on or before May 1 of any calendar year during the term, with such termination being effective on June 30 of that year.

**4. Disclaimers.**

**4.1** OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO INSTRUMENT ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUMENT 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 INSTRUMENT 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 UNIVERSITY, 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.

**4.2** FOR THE AVOIDANCE OF DOUBT, UNIZIN IS NOT PROVIDING THE SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES OF ANY KIND, TO UNIVERSITY SYSTEM OR UNIVERSITY 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 UNIVERSITY. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

**4.3** For the purpose of further clarification, and notwithstanding anything to the contrary express or implied herein, University System 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 Instructure and/or any of the Services, are made by Instructure alone and not by or in conjunction with Unizin. University System shall inform Users that the Services are being provided by Instructure.

**5. Indemnification Procedure.** University System shall give prompt written notice to Instructure and Unizin of the existence of any Claim for which University expects Instructure to fulfill Instructure'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 Instructure of its indemnity obligation if failure to give prompt written notice does not prejudice Instructure's defense of the applicable Claim. Instructure shall, to the extent consistent with Governing Law (as defined in Section 12.15), 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 Instructure will not enter into any settlement agreement that admits fault on the part of University System or that requires University System to make any payment. University System shall, upon prior reasonable written request of Instructure and at Instructure's cost and expense, provide reasonable assistance to Instructure in connection with the defense and settlement of any such Claim. In addition, University System shall have the right to participate in such defense at its own expense and with its own counsel.

**6. Limitation of Liability.**

**6.1** Notwithstanding anything to the contrary contained herein, in no event shall Unizin have any liability to University System 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), University System's sole remedy shall be to pursue a claim directly against Instructure in respect thereof, and University System irrevocably and forever waives any right to bring any such claims against Unizin.

**6.2** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF INSTRUCURE FOR A BREACH BY INSTRUCURE OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUCURE, 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 INSTRUCURE'S INDEMNITY OBLIGATIONS UNDER THE SERVICES AGREEMENT.

**6.3** 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 University System 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 6.3, except as otherwise set forth in Section 6.4. In the case of Unizin's liability to University System 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 University System 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 University System's liability to Unizin under this Service Addendum in respect of a Section 10.3 Event, except for any Fees owed by University System to Unizin, University System's liability shall be limited to the amount that University 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 6.3 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.

**6.4** Notwithstanding the foregoing:

(a) As to University System, 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 University System for: (1) personal injury or death caused by University System's negligence or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention by the University System; (2) fraudulent misrepresentation by University System; and (3) damages to tangible property awarded by a court of final adjudication that are caused by the University System's gross negligence or willful misconduct or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention.

(b) Notwithstanding anything to the contrary contained in this Service Addendum, University System'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.

**6.5** 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.

**6.6** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL UNIZIN OR INSTRUMENT HAVE ANY LIABILITY TO UNIVERSITY SYSTEM FOR THE ACTS OR OMISSIONS OF ANY USERS.

**6.7** THE LIMITATIONS IN THIS SECTION 6 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.

**7. Proprietary Rights.** This Service Addendum does not give University System 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 University System or University, nor does it give Unizin any rights to use any trademarks or logos of University System or University, except as specifically set forth herein.

**8. Confidential Information.**

**8.1** All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 8, as to University System'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 University System and University. 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. University System further agrees to not disclose the terms of the Services Agreement to any third party that is not a Unizin Member unless required by law (as discussed below), as necessary to protect its legal rights, if such information becomes public through other sources, or as otherwise permitted in connection with disclosure of Confidential Information under this Section. The existence of this Service Addendum is not confidential.

**8.2** 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, University System 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 University System under the circumstances.

**8.3** Notwithstanding anything to the contrary in this Service Addendum or the Services Agreement, University System 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.

**8.4** The confidentiality obligations of Unizin and University System 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.

**8.5** Notwithstanding anything herein to the contrary, 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 addenda, 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](http://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.

## **9. Press Release and References.**

**9.1** 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 to publicly disclose in a press release or public statement or otherwise that University System has agreed to receive the Services from Instructure, and in connection therewith, subject to University's style



guidelines, to display University's supplied logo on the website of Unizin and any marketing materials pre-approved in writing by University.

**9.2** For the avoidance of doubt, Section 9.1 is not meant to restrict Instructure and Unizin's or University System's respective rights under Sections 1.11 and 14.8 of the Services Agreement.

## **10. Termination.**

**10.1** 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 University System, 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.

**10.2** 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: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (b) a petition under the Bankruptcy Code is filed by the other Party; or (c) 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.

**10.3** 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.

**10.4** 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 University System.

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

## **11. Data Transfer upon Termination or Expiration.**

**11.1** No later than three (3) business days prior to the expiration or earlier termination of the Term, University System shall contact Instructure and inform Instructure whether to: (a) disable each University's Account(s) and promptly Securely Delete the University Data; or (b) retain University Data in University'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 each University may extract the data using the API, or if University elects to not utilize the API, it may also extract the data in any other reasonable manner.

**11.2** If University System does not make an election under Section 11.1 in a timely manner (*i.e.*, if University System fails to make an election under Section 11.1 at least three (3) business days prior to the expiration or earlier termination of the University Term), University System shall not be deemed in breach of this Service Addendum and University System shall be deemed to have elected option (b) under Section 11.1, such that Instructure shall retain the University Data in accordance with option (b) under Section 11.1. If University System elects, or is deemed to elect, option (b) under Section 11.1 and requires the assistance of Instructure in connection therewith, University System shall reimburse Instructure for any applicable reasonable costs.

**11.3** On the Deletion Date, Instructure shall disable the applicable University's Account(s) and Securely Delete the University Data. Commencing on the Deletion Date, neither the University System nor University shall be able to extract the University Data from University's Account(s).

**11.4** With respect to any Legal Request served on University System or University for which University System intends to respond, University System may access, copy and/or remove for itself University Data using the API. If University System is unable to access University Data using the tools (which include the API) and Documentation provided by Instructure, then, upon request, Instructure will, at a reasonable cost to University System, provide commercially reasonable assistance to enable University System to obtain for itself and access, copy and/or remove the University 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.

## **12. Miscellaneous.**

**12.1 MSA.** 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 "Service Addendum" shall have the equivalent meaning ascribed to the term "UMAAC" in the Services Agreement, and the term "University Data" used in this Service Addendum shall have the meaning ascribed to the term "Unizin Participant Data" as defined in the Services Agreement.

**12.2 Exhibits.** 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 University System, and all of University System's rights set forth in the Services Agreement, are incorporated into the Service Addendum by reference as if set forth fully herein.

**12.3 Restrictions.** To the maximum extent permitted under Applicable Law and except as otherwise set forth in this Service Addendum or the Services Agreement, University System 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 or provide access to the Services; (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services or (e) reverse engineer the API or use it in a manner (in each case, as reasonably determined by Instructure) that constitutes excessive or abusive usage.

**12.4 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). University System 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.

**12.5 Fees and Invoices.** The terms and conditions governing University System'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. 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 University System is responsible and invoice University System for such amount of Fees in accordance with the MSA.

**12.6 Forwarding Information.** 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 University Data. Unizin shall forward any such reports received from Instructure to University within thirty (30) days of receipt. Additionally, 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 the Family Educational Rights and Privacy Act 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 University System.

**12.7 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, University System shall have the right to recommend features and functionalities to Instructure and Instructure shall consider incorporating them into the Instructure Platform.

**12.8 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.

**12.9 Mutual Representations and Warranties.** Each Party represents and warrants to the other that (a) 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; (b) 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 (c) 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.

**12.10 Contractual Relationship.**

(a) 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 University's behalf under this Service Addendum shall be deemed to be an employee or agent of Unizin or University System.

(b) Instructure shall be deemed a third party beneficiary of this Service Addendum with respect to University System only (and not with respect to Unizin), and then with respect to University System only in connection with enforcing the obligations of University System or bringing claims against University System 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 University), in the event of a breach or alleged breach of this Service Addendum by University System, Instructure shall have the right to assert and pursue claims for breach of contract directly against University System, 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 University System in connection with breaches of the Service Addendum by University System 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.

(c) University System shall be deemed a third party beneficiary of the Services Agreement to the extent set forth therein. As a result, University System 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, University System 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 University System is held to be invalid under Applicable Law by a court of competent jurisdiction, then Unizin's liability to University System in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 7 above.

(d) 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. University System shall have the right to use independent contractors, subcontractors, or other non-employees ("**University Contractor/Agents**") to perform any of its obligations or to act on behalf of University System. All actions of University System's Contractor/Agents in connection with this Service Addendum are attributable to University System for all purposes under this Service Addendum.

**12.11 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: (a) delivered in person; or (b) 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 University:**

University of Nebraska Medical Center  
c/o Vice Chancellor, Business & Finance  
WHM 5001

528 S. 42<sup>nd</sup> St.  
Omaha, NE 68198-6680

**To University System:**

University of Nebraska  
Chief Information Officer  
3835 Holdrege Street  
Lincoln, NE 68583

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, Suite 900  
Washington, DC 20004

**12.11 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.

**12.12 Assignment.** Except as expressly provided in the remainder of this Section 12.12, 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 (a) to an Affiliate or (b) 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 (a) or (b), 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 12.12 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 12.12 is not intended to limit either Party's rights or obligations under Section 12.10(d) 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.

**12.13 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 "University Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a University in connection with this Service Addendum, or the subject matter therein ("**University 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 University 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 University 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 University 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 University Purchase Order.

**12.14 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.

**12.15 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 University'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 University's main campus is located, following good-faith efforts by the Parties and, if applicable, Instructure, to negotiate a resolution. University, 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.

**12.16 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.

**12.17 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 (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

**12.18 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.

**12.19 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.

**12.20 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.



**12.21** INSTRUCTURE IS HEREBY DESIGNATED AS A “SCHOOL OFFICIAL” BY UNIVERSITY, AS SUCH TERM IS USED IN SECTION 3.2 OF THE SERVICES AGREEMENT.

*The remainder of this page is left blank, intentionally.*

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

ACCEPTED AND AGREED:

**The Board of Regents of the University of Nebraska,  
on behalf of the University of Nebraska Medical Center**

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

**Unizin, Ltd.**

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

Name: \_\_\_\_\_

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

67781844v.2

EXHIBIT "A"

[See attached Services Order Form, Order # Q-27357-2, dated 4/24/2017]

# INSTRUCTURE

## Services Order Form

Order #: Q-27357-2

Date: 4/24/2017

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

### Customer Information

Customer:	UNIZIN	Billing Contact:	
Contact:	Amin Qazi	Billing Phone:	
Phone:	(512)-640-6100	Billing Email:	
Email:	amin.qazi@unizin.org		
Address:	720 Brazos St Suite 810		
City:	Austin	P.O. Required?	
State/Province:	TX	P.O. Number:	
Zip/Postal Code:	78701		
Country:	United States	State Sales Tax Exempt?	

### Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2017	6/30/2018	3,717	USD 8.33	USD 30,963
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2017	6/30/2018	1	USD 6,193.00	USD 6,193
Tier 1 Support	User	Support	7/1/2017	6/30/2018	3,717	USD 13,010.00	USD 13,010
Year 1 Sub-Total							USD 50,166
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2018	6/30/2019	3,717	USD 10.72	USD 39,846
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2018	6/30/2019	1	USD 7,969.00	USD 7,969
Tier 1 Support	User	Support	7/1/2018	6/30/2019	3,717	USD 13,010.00	USD 13,010
Year 2 Sub-Total							USD 60,825
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2019	6/30/2020	3,717	USD 11.04	USD 41,036
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2019	6/30/2020	1	USD 8,207.00	USD 8,207
Tier 1 Support	User	Support	7/1/2019	6/30/2020	3,717	USD 13,010.00	USD 13,010
Year 3 Sub-Total							USD 62,253

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2020	6/30/2021	3,717	USD 11.37	USD 42,262
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2020	6/30/2021	1	USD 8,452.00	USD 8,452
Tier 1 Support	User	Support	7/1/2020	6/30/2021	3,717	USD 13,010.00	USD 13,010
Year 4 Sub-Total							USD 63,724
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2021	6/30/2022	3,717	USD 11.71	USD 43,526
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2021	6/30/2022	1	USD 8,705.00	USD 8,705
Tier 1 Support	User	Support	7/1/2021	6/30/2022	3,717	USD 13,010.00	USD 13,010
Year 5 Sub-Total							USD 65,241
Total							USD 302,209

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 3,000.00	USD 3,000
Tier 1 Support Setup	One Time Fee	Support			1	USD 500.00	USD 500
Year 1 Sub-Total							USD 3,500
Total							USD 3,500

<b>Grand Total:</b>	USD 305,709.00
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Canvas

Deliverables
<p>Access to unlimited instructor-led online training for up to 20 named users from effective date until the earlier of 12 months after subscription start date or the last date of the contracted subscription</p> <p>As needed, your implementation will include the following:</p> <p>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.</p> <p>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.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>

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.

Canvas FTE Data Storage

**Description**

500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

**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:** Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the effective date. 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. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

**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 **3/31/2017**

**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 Medical Center**

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

**Instructure, Inc.**

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

## UNIZIN SERVICE ADDENDUM FOR CANVAS

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin System Consortium Membership Agreement (“**MSA**”) dated \_\_\_\_\_ by and between the Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and the Board of Regents of the University of Nebraska (“**University System**”), on behalf of the University of Nebraska at Omaha (“**University**”). Unizin and University System are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**” This Service Addendum is entered into and made effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Parties.

### Background

- Unizin and University System have entered into a Unizin System Consortium Membership Agreement dated \_\_\_\_\_ to enable Unizin to provide certain proprietary and third party services now and in the future to Unizin Members, including University System and its affiliated institutions, including the University.
- 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 University System and enable Instructure to deliver certain services of Instructure (the “**Services**”), including Instructure’s Canvas learning management system, to University.
- Parties mutually desire to enter into this Service Addendum to enable Instructure to deliver the Services to University, on the terms and conditions hereinafter set forth.

In accordance with the Background information, the Parties agree to the terms and conditions set forth as follows:

### Terms and Conditions

#### 1. Services.

**1.1. Service Description.** The Services to be provided to University hereunder are: the Instructure platform, the Instructure software and additional services (the “**Services**”) set forth in Exhibit “A” attached hereto and incorporated herein by reference (collectively, “**CANVAS**”).

**1.2. Access and Use.** Subject to the terms and conditions of this Service Addendum and the Services Agreement, Unizin grants University for the duration of the Unizin Participant Term: (a) a limited, nonexclusive, nontransferable, non-sublicenseable worldwide right to access and use, and permit and enable Users to access and use, the Services; (b) the right to appoint Administrators to manage access to and use of the Instructure Platform; (c) the right to permit and enable Users to access and use the Documentation provided in connection with the use of the Services; and (d) the right to use the API and any Documentation (Instructure shall provide University with all



Documentation reasonably necessary for appropriate and full use of Services). This right is conditioned on University's payment of all applicable Fees and compliance with this Service Addendum. Instructure shall begin a deployment call for the Services to University 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.

**2. Service Fees.** The fees payable by University System to Unizin hereunder are:

<b>Year 1:</b>	\$170,878
<b>Year 2:</b>	\$202,946
<b>Year 3:</b>	\$207,709
<b>Year 4:</b>	\$212,620
<b>Year 5:</b>	\$217,679

Additional detail regarding the Services and fees is set forth on Exhibit "A." The fees shall be paid in accordance with the terms of the Services Agreement.

**3. Term.** The Service Addendum Term is: July 1, 2017 – June 30, 2022; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement. Notwithstanding the foregoing, University System may terminate this Service Addendum by providing Unizin with written notice on or before May 1 of any calendar year during the term, with such termination being effective on June 30 of that year.

**4. Disclaimers.**

**4.1** OTHER THAN THE EXPRESS WARRANTIES (AND THEN AS TO INSTRUMENT ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUMENT 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 INSTRUMENT 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 UNIVERSITY, 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.

**4.2** FOR THE AVOIDANCE OF DOUBT, UNIZIN IS NOT PROVIDING THE SERVICES, OR ANY OTHER SERVICES, LICENSES, PRODUCTS, OFFERINGS OR SERVICES OF ANY KIND, TO UNIVERSITY SYSTEM OR UNIVERSITY 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 UNIVERSITY. THESE DISCLAIMERS SHALL APPLY EXCEPT TO THE EXTENT, IF AT ALL, THAT APPLICABLE LAW DOES NOT PERMIT THEM.

**4.3** For the purpose of further clarification, and notwithstanding anything to the contrary express or implied herein, University System 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 Instructure and/or any of the Services, are made by Instructure alone and not by or in conjunction with Unizin. University System shall inform Users that the Services are being provided by Instructure.

**5. Indemnification Procedure.** University System shall give prompt written notice to Instructure and Unizin of the existence of any Claim for which University expects Instructure to fulfill Instructure'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 Instructure of its indemnity obligation if failure to give prompt written notice does not prejudice Instructure's defense of the applicable Claim. Instructure shall, to the extent consistent with Governing Law (as defined in Section 12.15), 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 Instructure will not enter into any settlement agreement that admits fault on the part of University System or that requires University System to make any payment. University System shall, upon prior reasonable written request of Instructure and at Instructure's cost and expense, provide reasonable assistance to Instructure in connection with the defense and settlement of any such Claim. In addition, University System shall have the right to participate in such defense at its own expense and with its own counsel.

**6. Limitation of Liability.**

**6.1** Notwithstanding anything to the contrary contained herein, in no event shall Unizin have any liability to University System 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), University System's sole remedy shall be to pursue a claim directly against Instructure in respect thereof, and University System irrevocably and forever waives any right to bring any such claims against Unizin.

**6.2** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, WITH THE EXCEPTION OF THE LIABILITY OF INSTRUCURE FOR A BREACH BY INSTRUCURE OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUCURE, 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 INSTRUCURE'S INDEMNITY OBLIGATIONS UNDER THE SERVICES AGREEMENT.

**6.3** 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 University System 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 6.3, except as otherwise set forth in Section 6.4. In the case of Unizin's liability to University System 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 University System 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 University System's liability to Unizin under this Service Addendum in respect of a Section 10.3 Event, except for any Fees owed by University System to Unizin, University's liability shall be limited to the amount that University System 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 6.3 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.

**6.4** Notwithstanding the foregoing:

(a) As to University System, 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 University System for: (1) personal injury or death caused by University System's negligence or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention by the University System; (2) fraudulent misrepresentation by University System; and (3) damages to tangible property awarded by a court of final adjudication that are caused by the University System's gross negligence or willful misconduct or that of its employees within the scope of their employment or that of University System's Contractor/Agents within the scope of their agency or retention.

(b) Notwithstanding anything to the contrary contained in this Service Addendum, University System'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.

**6.5** 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.

**6.6** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SERVICE ADDENDUM, IN NO EVENT SHALL UNIZIN OR INSTRUMENT HAVE ANY LIABILITY TO UNIVERSITY SYSTEM FOR THE ACTS OR OMISSIONS OF ANY USERS.

**6.7** THE LIMITATIONS IN THIS SECTION 6 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.

**7. Proprietary Rights.** This Service Addendum does not give University System 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 University System or University, nor does it give Unizin any rights to use any trademarks or logos of University System or University, except as specifically set forth herein.

**8. Confidential Information.**

**8.1** All Confidential Information shall be and remain the property of the Person whose Confidential Information it is. For purposes of this Section 8, as to University System'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 University System and University. 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. University System further agrees to not disclose the terms of the Services Agreement to any third party that is not a Unizin Member unless required by law (as discussed below), as necessary to protect its legal rights, if such information becomes public through other sources, or as otherwise permitted in connection with disclosure of Confidential Information under this Section. The existence of this Service Addendum is not confidential.

**8.2** 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, University System 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 University System under the circumstances.

**8.3** Notwithstanding anything to the contrary in this Service Addendum or the Services Agreement, University System 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.

**8.4** The confidentiality obligations of Unizin and University System 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.

**8.5** Notwithstanding anything herein to the contrary, 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 addenda, 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](http://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.

## **9. Press Release and References.**

**9.1** 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 to publicly disclose in a press release or public statement or otherwise that University System has agreed to receive the Services from Instructure, and in connection therewith, subject to University's style

guidelines, to display University's supplied logo on the website of Unizin and any marketing materials pre-approved in writing by University.

**9.2** For the avoidance of doubt, Section 9.1 is not meant to restrict Instructure and Unizin's or University System's respective rights under Sections 1.11 and 14.8 of the Services Agreement.

## **10. Termination.**

**10.1** 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 University System, 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.

**10.2** 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: (a) the other Party becomes insolvent or makes a general assignment for the benefit of creditors; (b) a petition under the Bankruptcy Code is filed by the other Party; or (c) 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.

**10.3** 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.

**10.4** 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 University System.

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

## **11. Data Transfer upon Termination or Expiration.**

**11.1** No later than three (3) business days prior to the expiration or earlier termination of the Term, University System shall contact Instructure and inform Instructure whether to: (a) disable each University's Account(s) and promptly Securely Delete the University Data; or (b) retain University Data in University'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 each University may extract the data using the API, or if University elects to not utilize the API, it may also extract the data in any other reasonable manner.

**11.2** If University System does not make an election under Section 11.1 in a timely manner (*i.e.*, if University System fails to make an election under Section 11.1 at least three (3) business days prior to the expiration or earlier termination of the University Term), University System shall not be deemed in breach of this Service Addendum and University System shall be deemed to have elected option (b) under Section 11.1, such that Instructure shall retain the University Data in accordance with option (b) under Section 11.1. If University System elects, or is deemed to elect, option (b) under Section 11.1 and requires the assistance of Instructure in connection therewith, University System shall reimburse Instructure for any applicable reasonable costs.

**11.3** On the Deletion Date, Instructure shall disable the applicable University's Account(s) and Securely Delete the University Data. Commencing on the Deletion Date, neither the University System nor University shall be able to extract the University Data from University's Account(s).

**11.4** With respect to any Legal Request served on University System or a University for which University System intends to respond, University System may access, copy and/or remove for itself University Data using the API. If University System is unable to access University Data using the tools (which include the API) and Documentation provided by Instructure, then, upon request, Instructure will, at a reasonable cost to University System, provide commercially reasonable assistance to enable University System to obtain for itself and access, copy and/or remove the University 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.

## **12. Miscellaneous.**

**12.1 MSA.** 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 "Service Addendum" shall have the equivalent meaning ascribed to the term "UMAAC" in the Services Agreement, and the term "University Data" used in this Service Addendum shall have the meaning ascribed to the term "Unizin Participant Data" as defined in the Services Agreement.



**12.2 Exhibits.** 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 University System, and all of University System's rights set forth in the Services Agreement, are incorporated into the Service Addendum by reference as if set forth fully herein.

**12.3 Restrictions.** To the maximum extent permitted under Applicable Law and except as otherwise set forth in this Service Addendum or the Services Agreement, University System 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 or provide access to the Services; (d) remove, obscure or alter any notice of copyright, trademark or other proprietary right appearing in or on any component of the Services or (e) reverse engineer the API or use it in a manner (in each case, as reasonably determined by Instructure) that constitutes excessive or abusive usage.

**12.4 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). University System 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.

**12.5 Fees and Invoices.** The terms and conditions governing University System'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. 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 University System is responsible and invoice University System for such amount of Fees in accordance with the MSA.

**12.6 Forwarding Information.** 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 University Data. Unizin shall forward any such reports received from Instructure to University within thirty (30) days of receipt. Additionally, 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 the Family Educational Rights and Privacy Act 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 University System.

**12.7 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, University System shall have the right to recommend features and functionalities to Instructure and Instructure shall consider incorporating them into the Instructure Platform.

**12.8 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.

**12.9 Mutual Representations and Warranties.** Each Party represents and warrants to the other that (a) 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; (b) 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 (c) 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.

**12.10 Contractual Relationship.**

(a) 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 University's behalf under this Service Addendum shall be deemed to be an employee or agent of Unizin or University System.

(b) Instructure shall be deemed a third party beneficiary of this Service Addendum with respect to University System only (and not with respect to Unizin), and then with respect to University System only in connection with enforcing the obligations of University System or bringing claims against University System 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 University), in the event of a breach or alleged breach of this Service Addendum by University System, Instructure shall have the right to assert and pursue claims for breach of contract directly against University System, 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 University System in connection with breaches of the Service Addendum by University System 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.

(c) University System shall be deemed a third party beneficiary of the Services Agreement to the extent set forth therein. As a result, University System 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, University System 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 University System is held to be invalid under Applicable Law by a court of competent jurisdiction, then Unizin's liability to University System in connection with any such claim shall nevertheless be subject to the limitations as set forth in Section 7 above.

(d) 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. University System shall have the right to use independent contractors, subcontractors, or other non-employees ("**University Contractor/Agents**") to perform any of its obligations or to act on behalf of University System. All actions of University System's Contractor/Agents in connection with this Service Addendum are attributable to University System for all purposes under this Service Addendum.

**12.11 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: (a) delivered in person; or (b) 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 University:**

University of Nebraska at Omaha  
c/o Vice Chancellor, Business & Finance  
209 EAB

6001 University Drive North  
Omaha, NE 68182

**To University System:**

University of Nebraska  
Chief Information Officer  
3835 Holdrege Street  
Lincoln, NE 68583

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, Suite 900  
Washington, DC 20004

**12.11 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.

**12.12 Assignment.** Except as expressly provided in the remainder of this Section 12.12, 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 (a) to an Affiliate or (b) 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 (a) or (b), 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 12.12 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 12.12 is not intended to limit either Party's rights or obligations under Section 12.10(d) 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.

**12.13 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 "University Purchase Order" (as defined below), no terms or conditions of any order or similar type of document submitted by a University in connection with this Service Addendum, or the subject matter therein ("**University 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 University 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 University 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 University 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 University Purchase Order.

**12.14 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.

**12.15 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 University'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 University's main campus is located, following good-faith efforts by the Parties and, if applicable, Instructure, to negotiate a resolution. University, 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.

**12.16 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.

**12.17 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 (a) provides the other Party prompt notice of the nature and expected duration of the event, (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such event, (c) provides periodic notice of relevant developments, and (d) provides prompt notice of the end of such event.

**12.18 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.

**12.19 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.

**12.20 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.

**12.21** INSTRUCTURE IS HEREBY DESIGNATED AS A “SCHOOL OFFICIAL” BY UNIVERSITY, AS SUCH TERM IS USED IN SECTION 3.2 OF THE SERVICES AGREEMENT.

*The remainder of this page is left blank, intentionally.*

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

ACCEPTED AND AGREED:

**The Board of Regents of the University of Nebraska,  
on behalf of the University of Nebraska at Omaha**

By: \_\_\_\_\_  
Hank M. Bounds, President

Attest: \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

**Unizin, Ltd.**

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

Name: \_\_\_\_\_

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

67781844v.2



EXHIBIT "A"

[See attached Services Order Form, Order # Q-27348-2, dated 4/24/2017]

# INSTRUCTURE

## Services Order Form

Order #: Q-27348-2

Date: 4/24/2017

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

### Customer Information

Customer:	UNIZIN	Billing Contact:	
Contact:	Amin Qazi	Billing Phone:	
Phone:	(512)-640-6100	Billing Email:	
Email:	amin.qazi@unizin.org		
Address:	720 Brazos St Suite 810		
City:	Austin	P.O. Required?	
State/Province:	TX	P.O. Number:	
Zip/Postal Code:	78701		
Country:	United States	State Sales Tax Exempt?	

### Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2017	6/30/2018	12,402	USD 8.33	USD 103,309
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2017	6/30/2018	1	USD 20,662.00	USD 20,662
Tier 1 Support	User	Support	7/1/2017	6/30/2018	12,402	USD 43,407.00	USD 43,407
Year 1 Sub-Total							USD 167,378
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2018	6/30/2019	12,402	USD 10.72	USD 132,949
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2018	6/30/2019	1	USD 26,590.00	USD 26,590
Tier 1 Support	User	Support	7/1/2018	6/30/2019	12,402	USD 43,407.00	USD 43,407
Year 2 Sub-Total							USD 202,946
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2019	6/30/2020	12,402	USD 11.04	USD 136,918
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2019	6/30/2020	1	USD 27,384.00	USD 27,384
Tier 1 Support	User	Support	7/1/2019	6/30/2020	12,402	USD 43,407.00	USD 43,407
Year 3 Sub-Total							USD 207,709

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2020	6/30/2021	12,402	USD 11.37	USD 141,011
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2020	6/30/2021	1	USD 28,202.00	USD 28,202
Tier 1 Support	User	Support	7/1/2020	6/30/2021	12,402	USD 43,407.00	USD 43,407
Year 4 Sub-Total							USD 212,620
Canvas Cloud Subscription	FTE	Cloud SaaS Subscription	7/1/2021	6/30/2022	12,402	USD 11.71	USD 145,227
24x7 Support	20% of Subscription (Min \$2500)	Support	7/1/2021	6/30/2022	1	USD 29,045.00	USD 29,045
Tier 1 Support	User	Support	7/1/2021	6/30/2022	12,402	USD 43,407.00	USD 43,407
Year 5 Sub-Total							USD 217,679
Total							USD 1,008,332

Non-Recurring

Description	Metric	Category	Start Date	End Date	Qty	Price	Ext. Price
Standard Implementation	Per Implementation	Implementation			1	USD 3,000.00	USD 3,000
Tier 1 Support Setup	One Time Fee	Support			1	USD 500.00	USD 500
Year 1 Sub-Total							USD 3,500
Total							USD 3,500

<b>Grand Total:</b>	USD 1,011,832.00
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Canvas

Deliverables
<p>Access to unlimited instructor-led online training for up to 20 named users from effective date until the earlier of 12 months after subscription start date or the last date of the contracted subscription</p> <p>As needed, your implementation will include the following:</p> <p>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.</p> <p>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.</p> <p>Through the Theme Editor, branding for Canvas including application of a color scheme and logos for the top navigation and login page.</p> <p>Access to guides, public courses, and best practices documentation.</p> <p>Documented best practices for driving high Canvas adoption and usage.</p>

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.

Canvas FTE Data Storage

**Description**

500 MB/subscription metric (FTE/User/Enrollment) of storage is included in the annual subscription fee. Additional storage can be purchased for \$0.50 per 500 MB per total subscription metric count.

**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:** Instructure will commence the provision of support, subscription training and cloud subscription services on the date that is the later of: (i) ninety days prior to the Start Date; and (ii) the effective date. 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. If Customer has purchased any third-party content under this order form, that content will be made available on the start date listed above.

**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 **6/1/2017**

**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 at Omaha**

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

**Instructure, Inc.**

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

## REGISTRATION AGREEMENT

This **REGISTRATION AGREEMENT** (“Agreement”) is made as of **May 16, 2017** (the “Effective Date”), by and between **TURNITIN, LLC**, a California limited liability company (“Turnitin”) and the **BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, A PUBLIC BODY CORPORATE AND AGENCY OF THE STATE OF NEBRASKA, FOR AN ON BEHALF OF THE UNIVERSITY OF NEBRASKA AT KEARNEY, THE UNIVERSITY OF NEBRASKA AT OMAHA AND THE UNIVERSITY OF NEBRASKA MEDICAL CENTER** (“Institution” or “Customer”).

**1. OVERVIEW.** Turnitin has developed and operates a unique service that allows educational institutions to check student work for possible textual matches against Internet-available resources and its own proprietary database (the “Service”). Institution desires to protect and promote academic integrity in its curriculum and students and wishes to subscribe to the Service as a tool for detecting and preventing plagiarism.

**2. SERVICES LICENSE GRANT.** During the Term and subject to Institution’s compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-exclusive license to use the Service. This license shall extend to instructors employed by the Institution (“Instructors”), but only for their use in classes offered through Institution and provided that Instructors shall be subject to the terms and conditions of this Agreement and shall be bound by its provisions as members of Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement. No other license is granted by implication, estoppel or otherwise.

**3. USE OF SERVICE.** With respect to use of the Service, Institution shall:

- a. abide by the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Acceptable Use Policy will be posted on the Turnitin.com site. Continued use of the Service shall constitute Institution’s and its Instructors’ acceptance of future revisions to the policy;
- b. use the Service only in connection with classes offered in its own curriculum, to its own students (“Students”) for the purpose of submitting Student work for evaluation and shall not rent, lease or provide access to or benefits from the Service to any other institution or individual;
- c. use reasonable efforts to retain the confidentiality of any Service passwords;
- d. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
- e. consider Turnitin’s strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially to the effect of the following: “Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site.” If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin’s strong recommendation that equivalent written notice is provided by the Instructor to the Students;
- f. consider Turnitin’s strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment; and, Turnitin may, in its sole discretion, suspend Institutions or any of its Instructor’s or Student’s access to the Service to (i) prevent damages to, or degradation of, the Service; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address a breach of the Acceptable Use Policy set forth in the Usage Policy for the Turnitin.com site. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Service. Turnitin shall restore access to the Service as soon as the event giving rise to suspension has been resolved.

**4. SIMILARITY REPORTS AND SOURCE DATABASE.** With respect to reports evaluating textual sources (“Similarity Reports”) and the database of source documents (“Source Database”), Institution agrees:

- a. to maintain any Turnitin’s notices (including legal notices relating to Turnitin’s proprietary rights (e.g., copyright and trademark notices) and disclaimer on the Similarity Reports;
- b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the Similarity Reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;
- c. any disclosure of an Similarity Report to any third party is at the Institution’s own risk; and,
- d. all papers submitted by Institution and/or its Instructors and Students shall be retained in the Source Database solely for the purposes of using such papers as source material to detect potential plagiarism of such papers in the future, for access by the instructor as an archive of submitted work, and for peer review if the instructor enables such option, except as expressly authorized by Students and/or Instructors.

**5. TURNITIN OBLIGATIONS.** Turnitin agrees to:

- a. enable Instructors and/or account administrators to create Instructor accounts and enable Students to create Student accounts in the Service, subject to their agreement to be bound by and adherence to, as applicable, this Agreement, and the Usage Policy on the Turnitin.com Site;
- b. create an Similarity Report for each submitted paper and to use reasonable efforts to make such Similarity Report available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided

- via request to [www.turnitin.com/help](http://www.turnitin.com/help);
- c. use reasonable efforts to protect the security of accounts, passwords and the Source Database;
- d. comply with the then current Privacy Policy posted on the Turnitin site, incorporated herein by this reference.

**6. OWNERSHIP.** As between the parties, subject to the licenses granted herein and the underlying ownership rights of Students in and to the submitted papers, Turnitin owns all rights in and to the Service and all materials created by the Service, including the format of Similarity Reports, and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

**7. PRICING AND PAYMENT.** Pricing shall be per Turnitin's Service Pricing Agreement ("SPA"), incorporated herein as Exhibit A. The SPA shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the SPA. All payments are 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 Nebraska law.

**8. SUPPORT.** Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours, with any additional support provided according to the terms of an Additional Support Agreement to be entered into by the parties.

**9. TERM AND TERMINATION.**

- a. **Term.** The term ("Term") of this Agreement shall consist of an initial Term and any renewal Terms. The initial Term of this Agreement shall commence on the date set forth in the SPA and extend for a period of one (1) year or for the period of time specified in the SPA. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional one (1) year renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Service regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.
- c. **Survival.** Sections 3(d), 4, 5(c)-(d), 6, and 9-13 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

**10. AVAILABILITY.** Turnitin shall use commercially reasonable efforts to make the Service available for access over the Internet at least 98% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Service due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable.

**11. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP**

- a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Service is limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that Reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.
- b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 11(a) ABOVE, THE SERVICE (INCLUDING THE SIMILARITY REPORTS) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY NEBRASKA LAW.

THE SERVICE IS ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO

OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

- c. **Limitation of Liability.** REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY NEBRASKA STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICE; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A SIMILARITY REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
- d. **Liability Cap.** TO THE EXTENT ALLOWED BY NEBRASKA STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVEN RISE TO LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
- e. **Third-Party Products.** In connection with the Service, Turnitin may make available to user, or Customer may separately license certain third party products (collectively, the "Third Party Products"). Except as otherwise provided in the third party licensor's license agreement, if any, accompanying the Third Party Products, Customer shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD PARTY PRODUCTS, THE THIRD PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR THE THIRD PARTY LICENSOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

**12. INDEMNIFICATION.** TO THE EXTENT ALLOWED BY NEBRASKA STATE LAW, Institution shall defend and indemnify Turnitin 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: (a) Institution's breach of its obligations under this Agreement; or, (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 3(e)-(f). To qualify for the foregoing indemnity obligation, the Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

**13. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by the laws of the United States of America and the State of Nebraska excluding its conflict of laws rules. The parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in the jurisdiction in which the defendant in any such action resides.

**14. OTHER PROVISIONS.** If subscription to the Service is via an individual department, all provisions applying to an Institution herein shall be deemed to apply to the department. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be by actual hardcopy execution by an authorized signatory of each party. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Service in connection with truthful advertising or promotion of the Service. There are no third party beneficiaries of this Agreement.



**ACKNOWLEDGED AND AGREED**, as of the Effective Date:

**TURNITIN, LLC**

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

2101 Webster Street, Suite 1800, Oakland CA 94612

**BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA  
ON BEHALF OF THE UNIVERSITY OF NEBRASKA AT KEARNEY,  
UNIVERSITY OF NEBRASKA AT OMAHA, AND  
UNIVERSITY OF NEBRASKA MEDICAL CENTER**

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

Hank M. Bounds, President

Attest: \_\_\_\_\_

Carmen K. Maurer, Corporation Secretary

Date: \_\_\_\_\_

3835 Holdrege Street, Lincoln NE 68583

**EXHIBIT A  
SERVICES PRICING AGREEMENT**

This **Services Pricing Agreement** (“SPA”) is Exhibit A of the Registration Agreement entered into between **Turnitin** and the **Board of Regents of the University of Nebraska, a public body corporate and agency of the State of Nebraska, for an on behalf of the University of Nebraska at Kearney, the University of Nebraska at Omaha and the University of Nebraska Medical Center** as of the Effective Date.

**PRICING:** Institution shall pay a **Service fee** (“Fee”) in the total amount of **\$ 94,623.12 US\*\***, for a Turnitin Feedback Studio License (including Similarity Check, Online Grading, and Peer Review) for up to **22,089 Students** at the following campuses: Omaha, Kearney, and Medical Center, for the Term.

For information purposes only, the respective fees and Student limitations per each campus are listed here:

- University of Nebraska, Omaha: \$52,100.16; 12,402 students
- University of Nebraska, Kearney: \$25,857.60; 5,970 students
- University of Nebraska, Medical Center: \$16,665.36; 3,717 students

The Service shall include Turnitin FBS with Integration, unlimited submissions of papers, unlimited classes and unlimited Similarity 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 Nebraska 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](mailto:ar@turnitin.com)

**TERM:** Twelve (12) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is **August 21, 2017**.)

**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](http://turnitin.com/en_us/turnitin-training-terms-and-conditions), and this SPA: *N/A*

- In-Person Training** [type].
- Online Training** [type].

**ACKNOWLEDGED AND AGREED**, as of \_\_\_\_\_, 2017:

**TURNITIN, LLC**

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

2101 Webster Street, Suite 1800  
Oakland CA 94612

**BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA  
ON BEHALF OF THE UNIVERSITY OF NEBRASKA AT  
KEARNEY, UNIVERSITY OF NEBRASKA AT OMAHA, AND  
UNIVERSITY OF NEBRASKA MEDICAL CENTER**

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Billing Address: \_\_\_\_\_

\_\_\_\_\_

Billing Email Address: \_\_\_\_\_

\_\_\_\_\_

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: FY 2017-18 Operating Budget and 2017-18 and 2018-19 Tuition Rates

RECOMMENDED ACTION: Approve the University of Nebraska's FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18.

PREVIOUS ACTION: January 27, 2017 – The Board of Regents approved the 2017-19 University of Nebraska at Kearney Collective Bargaining Agreement.  
January 27, 2017 – The Board of Regents approved the 2017-19 University of Nebraska at Omaha Collective Bargaining Agreement.  
July 22, 2016 – The Board of Regents approved the FY 2017-18 and 2018-19 University of Nebraska Biennial Operating Budget Request.

EXPLANATION: The Board's consideration of the 2017-18 operating budget comes as the State of Nebraska is facing significant fiscal challenges. Like most agencies, the University of Nebraska has been impacted. Between reductions approved by the Legislature and additional cuts resulting from Governor Ricketts' budget vetoes, the University's 2017-18 state funding will be nearly \$13 million less than the current year's appropriation. This follows the \$13 million mid-year cut the University took as legislators worked to balance the state's budget. And, more cuts are ahead in 2018-19. When unavoidable cost increases like health insurance and collective bargaining contracts are factored in, it is clear the University faces a significant budget challenge over the next two years.

The budget being brought to the Board reflects these challenges. The proposed budget includes no new investments in academic initiatives. It seeks only a modest increase in the salary pool for employees outside the collective bargaining units. It assumes \$5 million in savings from a University-wide effort to cut spending in operations, with \$22 million more in potential savings projected for the following year. And, in view of the fact that state appropriations and tuition are the only sources of revenue for University operations, the budget proposal includes two years of tuition increases that amount to between \$10-12 more per credit hour next year and \$6-7 the year after for a typical resident undergraduate.

None of these elements is optimal. While the University has been clear that it will be a partner to the state in managing the current fiscal

challenges, the reductions in funding will have an impact across the University, including on jobs and services. The cuts become even more difficult to manage when they are viewed in conjunction with funding trends over the past several decades, in which the University has made up a smaller and smaller share of state spending. The University has become more efficient over time, with virtually the same number of employees funded by tax and tuition dollars on its payroll today as it had in 2000, even as research activity has grown and enrollment has risen from 45,000 to 52,500.

Despite the challenges, the proposed budget also protects, to the greatest extent possible, the highest priority of the Board of Regents: affordable access to a high-quality education. No tuition increase is easy, but even with the proposed increases, the University would remain a great value compared to its peer institutions. As it has done in the past, the University will increase need-based financial aid at the same rate as tuition, so that students with the greatest need will not be impacted. The proposed tuition increases are also moderate enough that they are not projected to impact enrollment.

Furthermore, while we are still finalizing the recommendations of the budget-reduction teams that began their work in January, the good work of the teams is expected to yield meaningful savings in operational areas which will allow the University to preserve the quality of its academic enterprise. Nebraskans can expect their University to continue to do outstanding teaching, research and service that will benefit students, citizens and communities across the state.

The University is in a remarkable position to join with its partners in the public and private sectors to grow Nebraska's economy and quality of life – but continued stable support from the state will be vital. While the University recognizes that great fiscal restraint is necessary in this difficult year, it is clear the University cannot sustain deeper cuts in the future without significantly limiting its ability to meet the needs of students and the state.

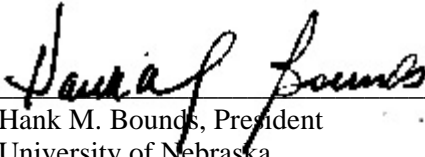
The attached materials provide further details of the University's proposed 2017-18 operating budget. Expenditures, including compensation, are estimated and subject to availability of state funds appropriated to the Board of Regents. To help students and families better plan for the cost of their education, two years of tuition increases are proposed. The 2018-19 tuition rates are based on the State of Nebraska's current budget and are subject to change if the University's state funding is cut further.

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:

May 30, 2017



# University of Nebraska 2017-2018 Operating Budget

Proposal to the Board of Regents  
June 1, 2017

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# Operating Budget

The operating budget has two components. The first is the state-aided budget which includes the University's general operations supported by state tax appropriations and student tuition. The second component is comprised of the University's designated and restricted budgets which includes the operations for self-supporting auxiliary entities of which many are restricted by bond covenants, restricted federal research grants, restricted federal financial aid, and restricted private funds. No capital construction budgets are included in this document.

## State-Aided Less Revolving Funds

**(Operating Budget primarily supported  
by State Appropriations & Tuition)**



**University of Nebraska (Excluding NCTA)**  
**State-aided Operating Budget**  
**FY 2017-18**

(Operating Budget Supported Primarily by State Appropriations and Tuition Funds)

	2016-17		2017-18 (a)			2018-19 Planning Purposes		
	July 1 Budget	Current Budget	Estimates	Chg. from July 1 Amount	Percent	Estimates	Change Amount	Percent
<b>ESTIMATED FUNDING</b>								
State Appropriations	\$ 579,670,569	\$ 579,670,569	\$ 579,670,569	\$ -	0.0%	\$ 579,670,569	\$ -	0.0%
Legislature Cuts		(13,322,749)	(10,000,000)	(10,000,000)	-1.7%	(3,000,000)	7,000,000	1.2%
Governor Vetoes	-	-	(2,867,344)	(2,867,344)	-0.5%	(2,917,344)	(50,000)	0.0%
Legislative Designation: Behavioral Health Professionals			400,000	400,000	0.1%	400,000	-	0.0%
Legislative Designation: IEXCEL						3,000,000	3,000,000	0.5%
<b>Subtotals</b>	<b>579,670,569</b>	<b>566,347,820</b>	<b>567,203,225</b>	<b>(12,467,344)</b>	<b>-2.2%</b>	<b>577,153,225</b>	<b>9,950,000</b>	<b>1.7%</b>
Tuition (less University Remissions)	273,346,904	273,346,904	273,347,000	96	0.0%	273,347,000	-	0.0%
Enrollment Change			3,147,000	3,147,000	1.2%	3,147,000	-	0.0%
UNMC Differential Tuition			1,171,000	1,171,000	0.4%	1,171,000	-	0.0%
2017-18 Rate Increase			15,052,000	15,052,000	5.4%	15,052,000	-	0.0%
2018-19 Rate Increase						9,370,000	9,370,000	3.2%
Distance Education Tuition (less University Remissions)	61,162,304	61,162,304	63,780,000	2,617,696	4.3%	63,780,000	-	0.0%
Investment Income, other cash funds	20,664,149	20,664,149	20,977,181	313,032	1.5%	20,877,181	(100,000)	-0.5%
Federal Smith/Lever Appropriations	6,201,594	6,201,594	6,201,594	-	0.0%	6,201,594	-	0.0%
<b>Total Estimated Funding</b>	<b>941,045,520</b>	<b>927,722,771</b>	<b>950,879,000</b>	<b>9,833,480</b>	<b>1.0%</b>	<b>970,099,000</b>	<b>19,220,000</b>	<b>2.0%</b>
<b>EXPENDITURES (b):</b>								
Salaries (c)	624,398,678	624,398,678	636,298,678	11,900,000	1.9%	648,398,678	12,100,000	1.9%
Benefits	73,455,762	73,455,762	75,005,762	1,550,000	2.1%	76,605,762	1,600,000	2.1%
Health Insurance	65,926,803	65,926,803	72,526,803	6,600,000	10.0%	79,776,803	7,250,000	10.0%
Workers Compensation	2,534,077	2,534,077	2,134,077	(400,000)	-15.8%	2,134,077	-	0.0%
General Operations	84,014,376	84,014,376	84,864,376	850,000	1.0%	85,714,376	850,000	1.0%
Utilities	48,169,824	48,169,824	48,169,824	-	0.0%	48,169,824	-	0.0%
Initiatives: Programs of Excellence	30,000,000	30,000,000	30,000,000	-	0.0%	30,000,000	-	0.0%
Initiatives: College Bound Nebraska (need-based aid)	11,296,000	11,296,000	11,910,000	614,000	5.4%	12,290,000	380,000	3.2%
<b>Core Operations</b>	<b>939,795,520</b>	<b>939,795,520</b>	<b>960,909,520</b>	<b>21,114,000</b>	<b>2.2%</b>	<b>983,089,520</b>	<b>22,180,000</b>	<b>2.3%</b>
Building O&M: UNO First Data Building			500,000	500,000		900,000	400,000	
Building O&M: UNO Strauss						215,000	215,000	
Building O&M: UNMC Nursing Lincoln						417,000	417,000	
Tuition Designation: UNMC Differential Tuition (d)			1,171,000	1,171,000		1,171,000	-	
Tuition Designation: Distance Education (d)			2,617,696	2,617,696		2,617,696	-	
Legislative Designation: Behavioral Health Professions			400,000	400,000		400,000	-	
Legislative Designation: IEXCEL			-	-		3,000,000	3,000,000	
Legislative Designation: Yeutter Institute Endowment	1,250,000	1,250,000	-	(1,250,000)		-	-	
One-time non-strategic actions (hiring freeze, etc.)		(8,284,633)						
<b>Total Expenses</b>	<b>941,045,520</b>	<b>932,760,887</b>	<b>965,598,216</b>	<b>24,552,696</b>	<b>2.6%</b>	<b>991,810,216</b>	<b>26,212,000</b>	<b>2.7%</b>
<b>Funding Less Expenses</b>	<b>-</b>	<b>(5,038,116)</b>	<b>(14,719,216)</b>	<b>(14,719,216)</b>		<b>(21,711,216)</b>	<b>(6,992,000)</b>	
Budget Response Team Spending Cuts		-	(5,000,000)	(5,000,000)		(22,000,000)	(17,000,000)	
<b>Remaining Shortfall</b>	<b>-</b>	<b>(5,038,116)</b>	<b>(9,719,216)</b>	<b>(9,719,216)</b>		<b>288,784</b>	<b>10,008,000</b>	
Transfers from (to) cash reserves	-	5,038,116	9,719,216	9,719,216		(288,784)	(10,008,000)	
<b>NET ACTIVITY</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ -</b>	

**Notes:**

- (a) An estimated \$100 million of one-time carry forward funds (encumbrances and other one-time commitments) are not reflected above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are not shown.
- (b) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents.
- (c) Reflects a 1.75% merit salary pool to be distributed on employee performance. An additional 0.25% increase is included for faculty tenure and promotions.
- (d) Differential and distance tuition rates, which are market driven, vary by course to course and are approved by the President. These funds are allocated for specific priorities.

# Total Budget (All Funds)

## University of Nebraska (Excluding NCTA) Total Budget - All Funds FY 2017-18

	2016-17 July 1 Budget	2017-18 Estimates	Chg from July 1	
			Amount	Percent
State-aided Funds	\$ 941,045,520	\$ 950,879,000	\$ 9,833,480	1.0%
Designated Cash Funds	81,575,000	82,375,000	800,000	1.0%
Revolving/Auxiliary Funds	635,600,578	657,902,000	22,301,422	3.5%
Restricted Federal Funds	511,928,286	523,280,000	11,351,714	2.2%
Restricted Trust Funds	382,694,807	397,500,000	14,805,193	3.9%
<b>Total Funds</b>	<b>2,552,844,191</b>	<b>2,611,936,000</b>	<b>59,091,809</b>	<b>2.3%</b>
State-aided expenses	941,045,520	950,879,000	9,833,480	1.0%
Non state-aided expenses	1,611,798,671	1,661,057,000	49,258,329	3.1%
<b>Total Expenses</b>	<b>\$ 2,552,844,191</b>	<b>2,611,936,000</b>	<b>59,091,809</b>	<b>2.3%</b>

# Tuition Rates

## University of Nebraska - Lincoln

Student Category	Per Tuition Unit	2016-17 Rate	2017-18 Rate	Change	2018-19 Rate	Change
<b>Undergraduate</b>						
Resident	Sem. Credit Hr.	\$225.25	\$237.50	\$12.25	\$245.00	\$7.50
Nonresident	Sem. Credit Hr.	\$709.25	\$747.50	\$38.25	\$771.50	\$24.00
<b>Graduate</b>						
Resident	Sem. Credit Hr.	\$297.25	\$313.25	\$16.00	\$323.25	\$10.00
Nonresident	Sem. Credit Hr.	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>College of Architecture Undergraduate</b>						
Resident	Sem. Credit Hr.	\$304.50	\$321.00	\$16.50	\$331.25	\$10.25
Nonresident	Sem. Credit Hr.	\$906.50	\$955.50	\$49.00	\$986.00	\$30.50
<b>College of Architecture Graduate</b>						
Resident	Sem. Credit Hr.	\$393.75	\$415.00	\$21.25	\$428.25	\$13.25
Nonresident	Sem. Credit Hr.	\$1,082.25	\$1,140.75	\$58.50	\$1,177.25	\$36.50
<b>College of Business Administration Undergraduate</b>						
Resident	Sem. Credit Hr.	\$279.50	\$294.50	\$15.00	\$304.00	\$9.50
Nonresident	Sem. Credit Hr.	\$878.00	\$925.50	\$47.50	\$955.00	\$29.50
<b>College of Business Administration Graduate</b>						
Resident	Sem. Credit Hr.	\$367.75	\$387.50	\$19.75	\$400.00	\$12.50
Nonresident	Sem. Credit Hr.	\$1,051.50	\$1,108.25	\$56.75	\$1,143.75	\$35.50
<b>College of Engineering Undergraduate</b>						
Resident	Sem. Credit Hr.	\$322.75	\$340.25	\$17.50	\$351.25	\$11.00
Nonresident	Sem. Credit Hr.	\$923.75	\$973.75	\$50.00	\$1,005.00	\$31.25
<b>College of Engineering Graduate</b>						
Resident	Sem. Credit Hr.	\$411.00	\$433.25	\$22.25	\$447.00	\$13.75
Nonresident	Sem. Credit Hr.	\$1,097.50	\$1,156.75	\$59.25	\$1,193.75	\$37.00
<b>Law</b>						
Resident	Sem. Credit Hr.	\$353.75	\$372.75	\$19.00	\$384.75	\$12.00
Nonresident	Sem. Credit Hr.	\$934.25	\$984.75	\$50.50	\$1,016.25	\$31.50

Rates rounded to the nearest \$0.25.

## University of Nebraska at Omaha

Student Category	Per Tuition Unit	2016-17 Rate	2017-18 Rate	Change	2018-19 Rate	Change
<b>Undergraduate</b>						
Resident	Sem. Credit Hr.	\$205.25	\$216.25	\$11.00	\$223.25	\$7.00
Nonresident	Sem. Credit Hr.	\$642.50	\$677.25	\$34.75	\$699.00	\$21.75
<b>Graduate</b>						
Resident	Sem. Credit Hr.	\$255.75	\$269.50	\$13.75	\$278.00	\$8.50
Nonresident	Sem. Credit Hr.	\$714.50	\$753.00	\$38.50	\$777.00	\$24.00
<b>College of Business Administration Undergraduate</b>						
Resident	Sem. Credit Hr.	\$256.50	\$270.25	\$13.75	\$279.00	\$8.75
Nonresident	Sem. Credit Hr.	\$719.25	\$758.00	\$38.75	\$782.25	\$24.25
<b>College of Business Administration Graduate</b>						
Resident	Sem. Credit Hr.	\$332.50	\$350.50	\$18.00	\$361.75	\$11.25
Nonresident	Sem. Credit Hr.	\$829.75	\$874.50	\$44.75	\$902.50	\$28.00

Rates rounded to the nearest \$0.25.

## University of Nebraska at Kearney

Student Category	Per Tuition Unit	2016-17 Rate	2017-18 Rate	Change	2018-19 Rate	Change
<b>Undergraduate</b>						
Resident	Sem. Credit Hr.	\$182.00	\$191.75	\$9.75	\$198.00	\$6.25
Nonresident	Sem. Credit Hr.	\$396.25	\$417.75	\$21.50	\$431.00	\$13.25
<b>Graduate</b>						
Resident	Sem. Credit Hr.	\$225.75	\$238.00	\$12.25	\$245.50	\$7.50
Nonresident	Sem. Credit Hr.	\$495.25	\$522.00	\$26.75	\$538.75	\$16.75

Rates rounded to the nearest \$0.25.

**University of Nebraska Medical Center Tuition Rates**

<b>Student Category</b>	<b>Per Tuition Unit</b>	<b>2016-17 with Differential</b>	<b>2017-18 Rate</b>	<b>Change</b>	<b>2018-19 Rate</b>	<b>Change</b>
<b>Undergraduate</b>						
Resident	Sem. Credit Hr.	\$225.25	\$237.50	\$12.25	\$245.00	\$7.50
Nonresident	Sem. Credit Hr.	\$709.25	\$747.50	\$38.25	\$771.50	\$24.00
<b>Graduate</b>						
Resident	Sem. Credit Hr.	\$297.25	\$313.25	\$16.00	\$323.25	\$10.00
Nonresident	Sem. Credit Hr.	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>Allied Health Physical Therapy (Semester)</b>						
Resident	Semester	\$7,051	\$7,432	\$381	\$7,670	\$238
Nonresident	Semester	\$12,413	\$13,083	\$670	\$13,502	\$419
<b>Allied Health Physical Therapy (Summer)</b>						
Resident	Session	\$3,974	\$4,189	\$215	\$4,323	\$134
Nonresident	Session	\$7,005	\$7,383	\$378	\$7,619	\$236
<b>Allied Health Physician Assistant</b>						
Resident	Session	\$327.25	\$345.00	\$17.75	\$356.00	\$11.00
Nonresident	Session	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>Allied Health Medical Nutrition</b>						
Resident	Semester	\$3,447	\$3,633	\$186	\$3,749	\$116
Nonresident	Semester	\$5,320	\$5,607	\$287	\$5,786	\$179
<b>Allied Health Cytotechnology</b>						
Resident	Semester	\$327.25	\$345.00	\$17.75	\$356.00	\$11.00
Nonresident	Semester	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>Allied Health Clinical Perfusion</b>						
Resident	Semester	\$327.25	\$345.00	\$17.75	\$356.00	\$11.00
Nonresident	Semester	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>College of Public Health - Doctoral Programs</b>						
Resident	Sem. Credit Hr.	\$297.25	\$313.25	\$16.00	\$323.25	\$10.00
Nonresident	Sem. Credit Hr.	\$850.50	\$896.50	\$46.00	\$925.25	\$28.75
<b>College of Public Health - Professional Programs</b>						
Resident	Sem. Credit Hr.	\$389.50	\$410.50	\$21.00	\$423.75	\$13.25
Nonresident	Sem. Credit Hr.	\$975.50	\$1,028.25	\$52.75	\$1,061.25	\$33.00
<b>Dentistry (Semester)</b>						
Resident	Semester	\$12,808	\$13,500	\$692	\$13,932	\$432
Nonresident	Semester	\$29,370	\$30,956	\$1,586	\$31,947	\$991
<b>Dentistry (Summer)</b>						
Resident	Session	\$6,403	\$6,749	\$346	\$6,965	\$216
Nonresident	Session	\$14,685	\$15,478	\$793	\$15,973	\$495
<b>Medicine</b>						
Resident	Semester	\$15,397	\$16,228	\$831	\$16,747	\$519
Nonresident	Semester	\$36,311	\$38,272	\$1,961	\$39,497	\$1,225
<b>Nursing Undergraduate</b>						
Resident	Sem. Credit Hr.	\$313.75	\$330.75	\$17.00	\$341.25	\$10.50
Nonresident	Sem. Credit Hr.	\$885.75	\$933.50	\$47.75	\$963.25	\$29.75
<b>Nursing Graduate</b>						
Resident	Sem. Credit Hr.	\$504.25	\$531.50	\$27.25	\$548.50	\$17.00
Nonresident	Sem. Credit Hr.	\$956.50	\$1,008.25	\$51.75	\$1,040.50	\$32.25
<b>Pharmacy</b>						
Resident First Year	Semester	\$11,307	\$11,918	\$611	\$12,299	\$381
Nonresident	Semester	\$19,692	\$20,755	\$1,063	\$21,419	\$664

Differential rates may only apply to new students.

# Details and Rationale

## Compensation

### Salaries, Wages and Benefits

A 1.75 percent salary merit pool is proposed. The UNO and UNK collective bargaining contracts will be funded at their negotiated 1.75 percent levels. An additional 0.25 percent is included for faculty promotions. Corresponding fringe benefits were adjusted accordingly (FICA, retirement contributions, etc.).

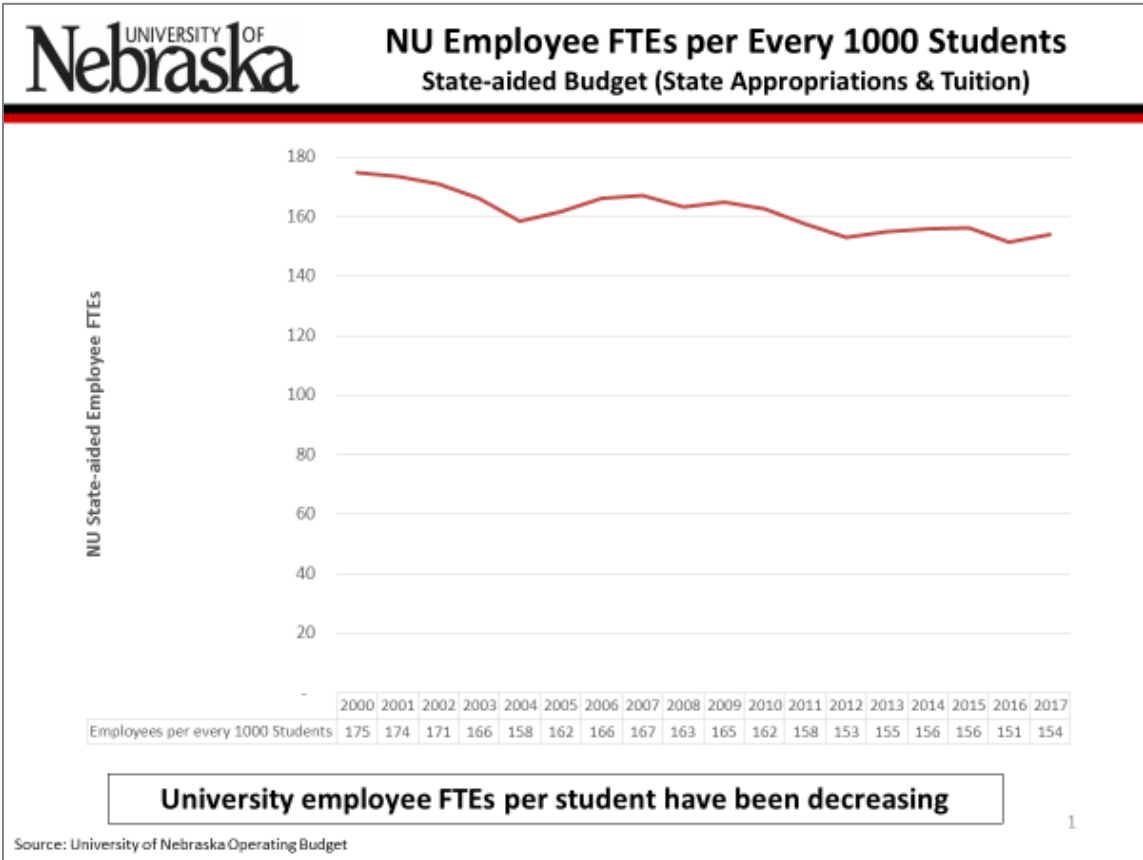
None of the University's goals would be possible without people. Talented, dedicated, hard-working people who share a commitment to the fundamental values of public higher education. The University of Nebraska wouldn't have the impact that it does without the 16,000 people who are working daily on behalf of students and the state.

Nebraska cannot recruit and retain talent with mountains, beaches, or the promise of year-round seventy-degree weather. But we can be a great place to work by compensating our talented employees competitively.

Like most universities, personnel costs are the largest spending component of our budget, accounting for over 80% of the expenses in our state-aided budget (spending supported by state tax dollars and tuition). Thus, compensation strategy is a key priority for the University.

Although compensation is a huge component of our budget, compensation costs have not been increasing due to additional employees being added to the state-aided payroll. As the chart on the next page demonstrates, the number of University of Nebraska employees per student has decreased over the past two decades.

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 bank
Milliman	Independent actuaries – provide projections used to set premiums

The plan, which operates on a calendar year basis, collects premiums through payroll deductions from eligible, participating employees and combines them with University premium contributions. The Plan deposits these funds into a trust account held by a trustee bank, Wells Fargo. Under state law, the Board of Regents is fully empowered to establish trust accounts, as they ensure the funds are protected and, in this case, can only be spent for health care purposes.

When covered employees and their dependents incur medical expenses, health providers (hospitals, doctors, pharmacies) send their bills to either (a) BlueCross BlueShield of Nebraska (BCBSNE) for medical and dental claims or (b) CVS Caremark (CVS) for pharmacy claims. BCBSNE and CVS, as third-party administrators, assure that the submitted claims are valid using coverage criteria, limits, deductibles and co-pays as set by the University. When BCBSNE and CVS pay claims, they are reimbursed by Wells Fargo, the trustee bank, for the claims cost plus an administrative fee.

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.

Based on the actuarial expense projections, premiums are projected to increase 10 percent during the next fiscal year.

### **Workers Compensation**

The University belongs to the State of Nebraska's workers' compensation plan. Workers compensation premiums are assessed by the Department of Administrative Services, and per the State of Nebraska's budget instructions, will decrease in FY 2017-18.

## **Operations**

### **General Operations - Inflation**

While inflation (Consumer Price Index – CPI) has increased by about 2.2 percent this past year, given the limited resources available only a 1 percent inflationary increase is included in the 2017-18 budget. Campuses have the discretion to further increase their operating budgets, if they so choose, by internally reallocating their existing budgets.

### **Utilities**

No centralized funding for utility increases will be provided in the FY 2017-18 budget given the limited resources available. Campuses have the discretion to increase their campus utility budgets, if they so choose, by internally reallocating their existing budgets.

### **Building Operating and Maintenance**

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

500,000 of "O&M" funding is included in the 2017-18 operating budget as UNO will soon begin occupying certain levels of the First Data Resource building that was acquired with private funds. Projected O&M for the UNO Strauss and UNMC Lincoln Nursing division projects is included in the 2018-19 budget.



## Initiatives

### **Programs of Excellence**

Through \$30 million of targeted investments in Programs of Excellence, the university has built on premier academic programs in areas that are both important to Nebraska and strengths for the university. But given the limited resources available, no new funding has been identified for Programs of Excellence in the 2017-18 budget.

### **Need Based Aid (Collegebound Nebraska)**

While the benefits of a college degree have never been clearer, cost and access are key areas of concern for Nebraska students and families. The university must continue to keep costs reasonable so that all Nebraskans can attend regardless of their economic status – while also maintaining high academic standards. Collegebound Nebraska now promises full tuition coverage for nearly 7,000 Nebraska undergraduates attending the university – and the university intends to grow that figure

The FY 2017-18 proposed budget includes increases for need based aid to keep pace with the proposed tuition price changes.

### **Yeutter Institute**

During the 2015-17 biennium, the Governor and the Legislature made a \$1.25 million annual investment in the international trade and finance institute named in honor of former U.S. Secretary of Agriculture Clayton Yeutter. These funds, matched with private donations, will be used to establish faculty chair positions at UNL. The state appropriated funds will sunset on June 30, 2017 and this lapse is reflected in the 2017-18 budget.

## Budget Response Teams

The University laid out its approach in January of how it would manage the difficult budget challenges coming during the next biennium. Ten working groups convened to look for efficiencies, consolidations, eliminations or other options in a range of operational areas including finance, human resources, information technology, public relations and communications. Based on discussions with each working group chair and members of an overarching steering committee, University leadership believes the work of the budget response teams could result in \$5 million of potential cost savings in 2017-18 and \$22 million of potential cost savings by the second year of the biennium.

Working group recommendations are currently being considered by the President and chancellors. It is too early to speculate on specifics because the University needs time for stakeholder engagement and deliberation, but it is clear the cuts will impact people, services and the University's statewide presence. These cuts are going to impact the University's ability to expand at a time when it has great momentum and can be a tremendous asset in helping to grow Nebraska.

TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: FY 2017-18 Operating Budget and 2017-18 and 2018-19 Tuition Rates for the Nebraska College of Technical Agriculture

RECOMMENDED ACTION: Approve the Nebraska College of Technical Agriculture's FY 2017-18 Operating Budget and tuition rates for FY 2017-18 and FY 2018-19. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2017 that are committed to be spent in FY 2017-18.

PREVIOUS ACTION: July 22, 2016 – The Board of Regents approved the FY 2017-18 and 2018-19 Nebraska College of Technical Agriculture Biennial Operating Budget Request.

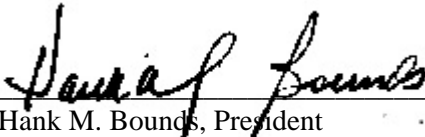
EXPLANATION: The attached materials provide an overview of the University's proposed 2017-18 operating budget. Expenditures, including compensation, are estimated and subject to availability of state funds appropriated to the Board of Regents.

To help students and families better plan for the cost of their education, two years of tuition increases are proposed. The 2018-19 tuition rates are based on the State of Nebraska's current budget and are subject to change if the University's state funding is cut further.

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

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: May 30, 2017

# State-Aided Less Revolving Funds

(Operating Budget primarily supported from State Appropriations & Tuition)

## Nebraska College of Technical Agriculture State-aided Operating Budget FY 2017-18

(Operating Budget Supported Primarily by State Appropriations and Tuition Funds)

	2016-17	2017-18 (a)			2018-19 Planning Purposes		
	July 1 Budget	Estimates	Chg. from July 1		Estimates	Change	
			Amount	Percent		Amount	Percent
<b>ESTIMATED FUNDING</b>							
State Appropriations	\$ 3,398,163	\$ 3,398,163	\$ -	0.0%	\$ 3,398,163	\$ -	0.0%
Tuition (less University Remissions)	968,700	968,700	-	0.0%	968,700	-	0.0%
Enrollment Change/Other Adjustments		(112,815)	(112,815)	-11.6%	(112,815)	-	0.0%
2017-18 Rate Increase		46,218	46,218	5.4%	46,218	-	0.0%
2018-19 Rate Increase			-	0.0%	28,867	28,867	3.2%
<b>Total Tuition</b>	<b>968,700</b>	<b>902,103</b>	<b>(66,597)</b>	<b>-6.9%</b>	<b>930,970</b>	<b>28,867</b>	<b>3.2%</b>
<b>Total Estimated Funding</b>	<b>4,366,863</b>	<b>4,300,266</b>	<b>(66,597)</b>	<b>-1.5%</b>	<b>4,329,133</b>	<b>28,867</b>	<b>0.7%</b>
<b>EXPENDITURES (b):</b>							
Salaries (c)	2,596,602	2,645,937	49,335	1.9%	2,696,210	50,273	1.9%
Benefits	329,845	336,442	6,597	2.0%	343,171	6,729	2.0%
Health Insurance	355,819	391,401	35,582	10.0%	430,541	39,140	10.0%
General Operations	626,391	632,655	6,264	1.0%	638,981	6,327	1.0%
Utilities	458,206	458,206	-	0.0%	458,206	-	0.0%
<b>Total Expenses</b>	<b>4,366,863</b>	<b>4,464,641</b>	<b>97,778</b>	<b>2.2%</b>	<b>4,567,109</b>	<b>102,468</b>	<b>2.3%</b>
<b>Funding Less Expenses</b>	<b>-</b>	<b>(164,375)</b>	<b>(164,375)</b>		<b>(237,976)</b>	<b>(73,601)</b>	
Budget Response Team Spending Cuts		-			(240,000)	(240,000)	
<b>Remaining Shortfall</b>	<b>-</b>	<b>(164,375)</b>	<b>(164,375)</b>		<b>2,024</b>	<b>166,399</b>	
Transfers from (to) cash reserves	-	164,375			(2,024)		
<b>NET ACTIVITY</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ (0)</b>		

**Notes:**

- (a) An estimated \$700,000 of one-time carry forward funds (encumbrances and other one-time commitments) are not reflected above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are not shown.
- (b) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents.
- (c) Reflects a 1.75% merit salary pool to be distributed on employee performance. An additional 0.25% increase is included for faculty tenure and promotions.

# Total Budget (All Funds)

## Nebraska Technical College of Agriculture (NCTA) Total Budget - All Funds FY 2017-18

	2016-17 July 1 Budget	2017-18 Estimates	Chg from July 1	
			Amount	Percent
State-aided Funds	\$ 4,366,863	\$ 4,300,266	\$ (66,597)	-1.5%
Revolving/Auxiliary Funds	1,750,000	1,830,000	80,000	4.6%
<b>Total Funds</b>	<b>6,116,863</b>	<b>6,130,266</b>	<b>13,403</b>	<b>0.2%</b>
State-aided expenses	4,366,863	4,300,266	(66,597)	-1.5%
Non state-aided expenses	1,750,000	1,830,000	80,000	4.6%
<b>Total Expenses</b>	<b>\$ 6,116,863</b>	<b>6,130,266</b>	<b>13,403</b>	<b>0.2%</b>

# Tuition Rates

<b>Student Category</b>	<b>Per Tuition Unit</b>	<b>2016-17</b>	<b>2017-18</b>	<b>Change</b>	<b>2018-19</b>	<b>Change</b>
Nonresident	Sem. Credit Hr.	\$121.00	\$127.50	\$6.50	\$131.50	\$4.00

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

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: May 8, 2017

## **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.*



- 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

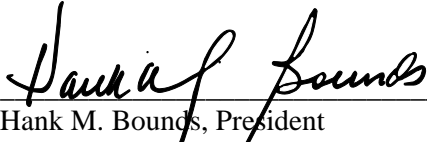
MEETING DATE: June 1, 2017

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: May 8, 2017

## 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)	<del>Jan. 2016</del> 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"> <li>• UNL increase enrollment 4.6%</li> <li>• UNO increase enrollment 4.0%</li> <li>• UNK &amp; UNMC increase enrollment over previous year</li> </ul>	Nov. 2016	Academic
Fall 2017	<ul style="list-style-type: none"> <li>• UNL increase enrollment 3.0%</li> <li>• UNO increase enrollment 4.0%</li> <li>• UNK &amp; UNMC increase enrollment over previous year</li> </ul>	Oct. 2017	Academic
Fall 2018	<ul style="list-style-type: none"> <li>• UNL increase enrollment 2.9%</li> <li>• UNO increase enrollment 4.5%</li> <li>• UNK &amp; UNMC increase enrollment over previous year</li> </ul>	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"> <li>1) Each campus will maintain or reach the average six-year graduation rate of its peers.</li> <li>2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.</li> </ol>	<del>Jan. 2016</del> March 2016	Academic
2014-15 Academic Year	<ol style="list-style-type: none"> <li>1) Each campus will maintain or reach the average six-year graduation rate of its peers.</li> <li>2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.</li> </ol>	Jan. 2017	Academic
2015-16 Academic Year	<ol style="list-style-type: none"> <li>1) Each campus will maintain or reach the average six-year graduation rate of its peers.</li> <li>2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee.</li> </ol>	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"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	May 2016	Business
FY 2016-17	<ol style="list-style-type: none"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	June 2017	Business
FY 2017-18	<ol style="list-style-type: none"> <li>1) All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance.</li> </ol>	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"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Jan. 2016	Academic
Fall 2015	<ol style="list-style-type: none"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	Jan. 2017	Academic
Fall 2016	<ol style="list-style-type: none"> <li>1) Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers.</li> </ol>	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"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa1 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> </ol>	<ol style="list-style-type: none"> <li>1) June 2016</li> <li><del>2) January 2016</del> December 2015</li> <li><del>3) January 2016</del> December 2015</li> <li>4) Quarterly</li> <li>5) May 2016</li> </ol>	Business
2016 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa1 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> </ol>	<ol style="list-style-type: none"> <li>1) June 2017</li> <li>2) January 2017</li> <li>3) January 2017</li> <li>4) Quarterly</li> <li>5) June 2017</li> </ol>	Business
2017 Calendar Year	<ol style="list-style-type: none"> <li>1) Short-Term Cash/Investments: Exceed average of similar fund types</li> <li>2) Endowments: Exceed average of similar fund types</li> <li>3) Debt: Maintain Aa1 rating; exceed 1.15 coverage</li> <li>4) Capital: Report on Capital Queue</li> <li>5) Human Resources: Meet midpoint of peers in faculty and staff salaries</li> </ol>	<ol style="list-style-type: none"> <li>1) June 2018</li> <li>2) January 2018</li> <li>3) January 2018</li> <li>4) Quarterly</li> <li>5) May 2018</li> </ol>	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"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	July 2016	Academic
Fall 2016	<ol style="list-style-type: none"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	August 2017	Academic
Fall 2017	<ol style="list-style-type: none"> <li>1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	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

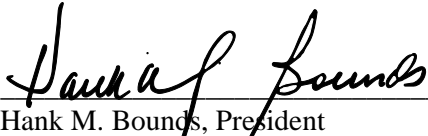
MEETING DATE: June 1, 2017

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. Bounds, President  
University of Nebraska

DATE: May 8, 2017

## Strategic Framework Accountability Measure Reporting and Updating Calendar

Revised for June 1, 2017 meeting

<b>Board Meeting Date</b>	<b>Academic Affairs Committee</b>	<b>Business Affairs Committee</b>
January 27, 2017	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>(Short-term Cash/Investments, Capital Queue)</i>
March 31, 2017	Workforce Development [3-h-i & iii] Entrepreneurship [5-d] Research [4-a-i]	Administrative/Business Efficiencies [6-c-ii] <i>(Endowment, Capital Queue)</i>
April 21, 2017	UNK campus visit with discussion of campus strategic plan and performance indicators.	
June 1, 2017	None	Administrative/Business Efficiencies [6-c-ii] <i>(Debt Management)</i>
August 11, 2017	Study Abroad [3-d-i] Student Learning Assessment [6-g]	State Funding [1-a-i] Tuition [1-a-ii] Faculty Merit Compensation [2-a-i] Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue, HR)</i>
September 22, 2017	UNO campus visit with discussion of campus strategic plan and performance indicators.	
October 5, 2017	None	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>
December 5, 2017	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii]	None



TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

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: May 8, 2017

## University of Nebraska Strategic Dashboard Indicators (Updated as of March 31, 2017)

State Funding Change (1.a.i) FY2016-17		Tuition Change (1.a.ii) FY 2016-17		Enrollment Change (1.b.i) Fall 2016		Retention (1.b.i) Fall 2014		Need-Based Aid (1.a.iii) FY2015-16				
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= 4.6% increase		UNO= 4.0% increase		80% retention rate		Raise at least \$9 million in private funds	Raised \$12.1 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= 4.6% increase UNO= 4.0% increase UNK= increase UNMC= increase		UNO= 4.0% increase UNK= increase UNMC= increase		80% retention rate		Raise at least \$9 million in private funds		Raised \$12.1 million
Women Faculty (2.a.iii) Fall 2014		Minority Faculty (2.a.iii) Fall 2014		Top 25% Enrollment (3.b.i) Fall 2016		Nonresident Students (3.c.i) Fall 2016		Merit-Based Aid (3.b.ii) FY2015-16				
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 2015		Raise at least \$9 million in private funds	Raised \$39.0 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 2015		Raise at least \$9 million in private funds		Raised \$39.0 million		
Study Abroad (3.d.i) AY2014-15		International Students (3.d.ii) Fall 2016		Distance Education (3.g.i) AY2015-16		Six-Year Graduation Rate (1.b.iii) AY2014-15						
Target	Outcome	Target	Outcome	Target	Outcome	Campus	Target	Outcome				
	50% increase over 2011-12 number by 2019-20 5% increase over prior year		Double base of 3,018 students by 2019-20 4.7% increase over prior year		Resident and nonresident growth above public four-year national average Resident =+22.8% Nonresident =17.3%		UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers	2015= -6.1% 2014= -5.5%			
50% increase over 2011-12 number by 2019-20 5% increase over prior year		Double base of 3,018 students by 2019-20 4.7% increase over prior year		Resident and nonresident growth above public four-year national average Resident =+22.8% Nonresident =17.3%			UNO	Maintain or show progress toward reaching the average six-year graduation rate of peers	2015= +3.0% 2014= +1.5%			
							UNK		2015= +4.1% 2014= +4.9%			
							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 March 31, 2017)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2015-16						Faculty Salaries (2.a.i) FY2015-16			
	<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	3.4%	-1.92%		UNMC	0.99%		UNL	2016= -4.2% 2015= -5.2%
								UNMC	Significant progress toward exceeding midpoint of peers
								UNO	*
								UNK	*

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	<b>Four-Year Graduation Guarantee (1.b.iii) AY2014-15</b>	All prospective and current undergraduate students are informed about the University's four-year graduation guarantee.	All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website.
	<b>Faculty Salaries (2.a.1) Fall 2015</b>	Award all salary increases, to the extent possible, on the basis of merit.	Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement.
	<b>Entrepreneurship (5.d) 2015-16</b>	Increase over FY 2014 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) 2015=8,441; 2016=10,943 2) 2015=2,791; 2016=3,692 3) 2015=12,313; 2016=11,642 4) 2015=152,485; 2016=189,723 5) 2015=26; 2016=31 6) 2015=206; 2016=178 (patents filed), 2015=43; 2016=60 (patents awarded) 7) 2015=8,837; 2016=8,756 8) 2015=\$200,079; 2016=\$343,578 9) 2015=\$85,843; 2016=\$458,142 10) 2015=451; 2016=994 11) 2015=1,173; 2016=644

**LEGEND:**



Target Met or Exceeded









Progress Toward Target



Target Not Met

## University of Nebraska Strategic Dashboard Indicators (Updated as of March 31, 2017)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	<b>Workforce Development (3.h.i and 3.h.iii) Fall 2015</b>	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.
	<b>Student Learning Assessment (6.g) Fall 2015</b>	<ol style="list-style-type: none"> <li>1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.</li> </ol>	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is above average for all campuses.</p> <p>Campuses are taking a variety of approaches to participation in pilot programs designed to measure learning outcomes, including exploring processes for assessing general studies requirements and past participation in the administration of the College Assessment of Academic Proficiency (CAAP).</p>
	<b>Business Process Efficiencies (6.c.ii)</b>		
	<b>Short Term Cash Investments January 2017</b>	Exceed average of similar fund types.	The 2015 return on the State's Operating Investment Pool (1.5%) exceeded the benchmark value of 1.3%.
	<b>Endowments December 2015</b>	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.
	<b>Debt December 2015</b>	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 coverage.
	<b>Human Resources June 2015</b>	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:**



TO: The Board of Regents  
Academic Affairs

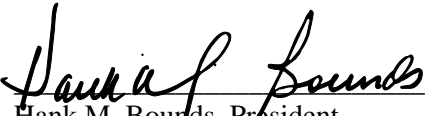
MEETING DATE: June 1, 2017

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. Bourds, President  
University of Nebraska

DATE: May 19, 2017

Alignment of University's Strategic Goals with Board of Regents Agenda Items  
June 1, 2017

- 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 recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program reviews to the NCCPE
  - Approve a contract with Arrow State Lines to provide shuttle service between Lincoln and Omaha for the College of Engineering
  - Approve request to create the Masters in Athletic Training and to phase-out the B.S. in Athletic Training in the Department of Kinesiology and Sports Medicine in the College of Education at UNK
  - Approve the Fund B University Program and Facilities Fees (UPFF) 2017-2018 allocations for UNL, UNK, UNMC, and UNO
  - Approve a two-year contract with Unizin for the purchase of Canvas and a two-year contract with Turnitin for UNK, UNO, and UNMC
  - Report on laboratory, student, and miscellaneous fees for 2017-18
  - Report on renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online)
  - Report on Memorandum of Understanding between the Department of Educational Administration in the College of Education at UNK and the Department of Educational Administration in the College of Education and Human Sciences at UNL to form an Educational Administration Joint Doctorate (Ed.D.) program
  
- 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 recommendations relating to academic program reviews required by the NCCPE and approve forwarding of the program reviews to the NCCPE
  - Approve request to create the Masters in Athletic Training and to phase-out the B.S. in Athletic Training in the Department of Kinesiology and Sports Medicine in the College of Education at UNK
  - Report on renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online)
  - Report on expedited approval of the Biomedical Science Graduate Certificate in the Department of Biology in the College of Arts and Sciences at UNO
  - Report on renaming the American Government Graduate Certificate to the Government Graduate Certificate in the Department of Political Science in the College of Arts and Sciences at UNO
  - Report on renaming the Bachelor of Arts (B.A.) in Black Studies to the Bachelor of Science (B.S.) in Black Studies to include elimination of the B.A. degree and creation of the B.S. degree with a nearly identical curriculum in the Department of Black Studies in the College of Arts and Sciences at UNO
  - Report on Memorandum of Understanding between the Department of Educational Administration in the College of Education at UNK and the Department of Educational Administration in the College of Education and Human Sciences at UNL to form an Educational Administration Joint Doctorate (Ed.D.) program
  - Report on expedited approval of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner Post-Masters Certificate Program in the College of Nursing at the University of Nebraska Medical Center

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.**
  - Academic Affairs committee Global Center for Health Security presentation
  - Approve a contract with Arrow State Lines to provide shuttle service between Lincoln and Omaha for the College of Engineering
  - Approve request to create the Masters in Athletic Training and to phase-out the B.S. in Athletic Training in the Department of Kinesiology and Sports Medicine in the College of Education at UNK
  - Approve the request to establish the Global Center for Health Security (GCHS) at UNMC
  - Report on renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online)
  - Report on Memorandum of Understanding between the Department of Educational Administration in the College of Education at UNK and the Department of Educational Administration in the College of Education and Human Sciences at UNL to form an Educational Administration Joint Doctorate (Ed.D.) program
  - Report on expedited approval of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner Post-Masters Certificate Program in the College of Nursing at the University of Nebraska Medical Center
  
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.**
  - Academic Affairs committee Nebraska Food for Health Center presentation
  - Academic Affairs committee Child Health Research Initiative presentation
  - Academic Affairs committee Global Center for Health Security presentation
  - Approve the sole source purchase of a Femtosecond Laser Surface Processor
  - Approve the sole source purchase of a Fourier transform ion cyclotron resonance mass spectrometer
  - Approve the sole source purchase of an X-Ray Photoelectron Spectroscopy System
  - Approve the sole source purchase of a Fujifilm VisualSonics LAZR-X imaging system
  - Approve the sole source purchase of a Computer Assisted Rehabilitation ENvironment (CAREN)
  - Approve the request to establish the Nebraska Food for Health Center at UNL
  - Approve the request to establish the Child Health Research Institute at UNMC
  - Approve the request to establish the Global Center for Health Security (GCHS) at UNMC
  - Approve the amendment to the lease of the C.L. Werner Cancer Hospital to Nebraska Medicine
  
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 amendment to the lease of the C.L. Werner Cancer Hospital to Nebraska Medicine
  - Authorize the President to approve and execute a contract with Elmwood Pharmacy in Omaha, Nebraska to supply primary pharmacy services for HIV-positive patients
  
6. **The University of Nebraska will be cost effective and accountable to the citizens of the state.**
  - Approve amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska*, and addition of 6.7 to the *Policies of the Board of Regents*, and amendments to 5.10 of the *Policies* related to directory information for employees and students
  - Approve amendments to the Audit Committee Charter

- Approve the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the Nebraska Innovation Campus Development Corporation (NICDC) effective July 1, 2017 (for a term of office to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development), and the reappointment of Larry Miller and Ronnie D. Green as members of the “Class C” of the NICDC Board of Directors for three-year terms effective July 1, 2017.
- Approve the naming of the new East Campus residence hall “Massengale Residential Center”
- Approve a contract with Arrow State Lines to provide shuttle service between Lincoln and Omaha for the College of Engineering
- Approve the Easement Agreement between the University of Nebraska at Omaha and First Data Corporation and Reciprocal Access Easement between the University of Nebraska at Omaha and the University of Nebraska Foundation
- Approve the request to eliminate the Bachelor of Arts and Bachelor of Science degrees in Great Plains Studies in the College of Arts and Sciences at UNL
- Approve amendments to the *Bylaws of the University of Nebraska-Lincoln*
- Approve program statement for Mabel Lee Hall renovations
- Approve the naming of the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning” at UNMC
- Approve the Program Statement for the renovation of the Joseph D. & Millie E. Williams Science Hall at UNMC
- Approve the project budget to remove underground tanks and concrete from University properties at 4605 Farnam Street and 795 South 48<sup>th</sup> Street, Omaha, Nebraska and complete remediation and restoration of these projects for UNMC
- Approve an eight-year agreement with Adidas America, Inc. (Adidas) for an exclusive sponsorship of the intercollegiate athletic programs of the University of Nebraska at Omaha
- Approve a two-year contract with Unizin for the purchase of Canvas and a two-year contract with Turnitin for UNK, UNO, and UNMC
- Report on revisions to rules and regulations for faculty and student self-government organizations: Bylaws of the Faculty of the University of Nebraska Medical Center
- Intermediate Design Reports for:
  - Strauss Performing Arts
  - Morrill Hall 4<sup>th</sup> Floor Redevelopment
- Reports on namings of:
  - Two interview rooms within the College of Law Marvin and Virginia Schmid Clinic Building the “Kutak Rock Interview Room” and the “Rembolt Ludtke Interview Room”
  - Three internal rooms within the Cather Dining Complex “Red Cloud A, B, C, and Atrium”, “Pioneer A and B”, and “Lark A and B”
  - The new UNO parking structure at 67<sup>th</sup> and Pacific Street as the “Pacific Street Garage”
- Approve or accept various regular reports including:
  - Quarterly status of capital construction projects
  - Report on bids and contracts
  - Quarterly report on gifts, grants, contracts, and bequests
- Strategic Framework report on debt management



TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Personnel Reports

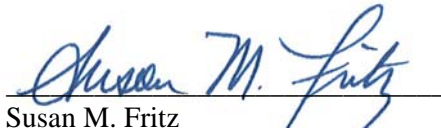
RECOMMENDED ACTION: Report

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

EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the 1st quarter of 2017 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: May 8, 2017

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Sladek, Amanda	English	Assistant Professor	Specific Term	1/1/2017		49,000 AY	1.00
Smith, Gary	Criminal Justice	Assistant Professor	Specific Term	1/1/2017		48,500 AY	1.00

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Abadie, Roberto	Sociology	Research Assistant Professor	Special	3/1/2017	7/31/2019	51,600 FY	1.00
Bavarian, Mona	Chemical and Biomolecular Engineering	Research Assistant Professor	Special	1/1/2017	12/31/2017	48,000 FY	1.00
Lyons, Sara	School of Biological Sciences	Assistant Professor	Specific Term	1/2/2017		75,000 AY	1.00
Park, Andrew	Johnny Carson School of Theatre and Film	Artistic Director	Special	1/2/2017	1/5/2020	68,000 AY	1.00
		Nebraska Repertory Professorship (Stipend)	Special	1/2/2017	1/5/2020	10,000 AY	0.00
Riehle, Catherine	University Libraries	Associate Professor	Continuous	1/1/2017		81,300 FY	1.00
Taylor, Johanna	Special Education and Communication Disorders	Assistant Professor of Practice	Special	2/20/2017	6/30/2019	75,000 FY	1.00
Wagner, Peter	Earth and Atmospheric Sciences	Associate Professor	Specific Term	1/2/2017		46,200 AY	0.60
	School of Biological Sciences	Associate Professor	Special	1/2/2017		30,800 AY	0.40
Wittich, Christine	Civil Engineering	Assistant Professor	Continuous	1/2/2017		86,000 AY	1.00

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Benson, John	School of Natural Resources	Assistant Professor	Specific Term	1/1/2017		84,000 FY	1.00
Danao, Mary Grace	Food Processing Center	Research Associate Professor	Special	1/1/2017	12/31/2019	65,000 FY	1.00
Douglass, Matthew	College of Agricultural Sciences and Natural Resources	Assistant Professor of Practice	Special	1/1/2017	12/31/2019	65,000 FY	1.00
Krehbiel, Clinton	Animal Science	Department Head (Includes stipend)	Special	1/1/2017		115,818 FY	0.60
		Professor	Continuous	1/1/2017		66,182 FY	0.40
		Dr. Marvel L. Baker Professor of Animal Science	Special	1/1/2017	12/31/2021	0 FY	0.00
Laux, Therese	Eastern Nebraska Research and Extension Center	Extension Educator	Special	3/1/2017		65,000 FY	1.00
Messer, Tiffany	Biological Systems Engineering	Assistant Professor	Specific Term	1/1/2017		84,500 FY	1.00
<sup>1</sup> Porter, John	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/17/2017		27,500 FY	0.50
Reddish, Linda	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	2/8/2017		63,000 FY	1.00

<sup>1</sup> Additional .50 appointment with Nebraska College of Technical Agriculture

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN IANR**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Shi, Yeyin	Biological Systems Engineering	Assistant Professor	Specific Term	1/1/2017		81,000 FY	1.00
Stokes, Jeffrey	Agricultural Economics	Professor	Continuous	1/1/2017		153,000 FY	1.00
		Ronald J. Hanson Chair in Agricultural Banking and Finance	Special	1/1/2017		15,000 FY	0.00
Ulmer, Kristen	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/17/2017		53,000 FY	1.00
Wachs, Rebecca	Biological Systems Engineering	Assistant Professor	Specific Term	1/1/2017		86,000 FY	1.00
Westra, John	Eastern Nebraska Research and Extension Center	Associate Director	Special	1/1/2017		145,000 FY	1.00
Yu, Jiujiu	Nutrition and Health Sciences	Assistant Professor	Specific Term	1/2/2017		73,000 AY	1.00

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Arnzen, Jeffrey	Internal Medicine	Assistant Professor	Special	1/1/2017		27,000 FY	0.60
Borstelmann, Lynn	College of Nursing-Omaha Division	Assistant Professor	Special	1/3/2017	5/12/2017	7,500 AY	0.15
Brunelli, Luca	Pediatrics	Associate Professor	Health Prof	1/1/2017	6/30/2018	45,000 FY	1.00
Callahan, Ty	Neurological Sciences	Assistant Professor	Special	1/1/2017		50,000 FY	0.90
Carithers, Cathrin	College of Nursing-Kearney Division	Clinical Associate Professor	Special	1/1/2017		119,000 FY	1.00
		Assistant Dean (Stipend)	Special	1/1/2017		5,000 FY	0.00
Dzewaltowski, David	Health Promotion, Social and Behavioral Health	Professor	Continuous	1/1/2017		185,100 FY	1.00
		Community Chair in Activity, Nutrition, and Obesity Prevention (Stipend)	Special	1/1/2017	12/31/2021	40,000 FY	0.00
Fletcher, Derek	Surgery	Assistant Professor	Health Prof	2/1/2017	6/30/2019	45,000 FY	1.00
Grace, Helen	Pediatrics	Assistant Professor	Health Prof	3/1/2017	6/30/2018	45,000 FY	1.00
Jenson, Amy	Business and Finance	Executive Director of Healing Arts	Special	1/1/2017		125,000 FY	1.00
Johnson, Maria	Pediatrics	Assistant Professor	Health Prof	2/1/2017	6/30/2018	45,000 FY	1.00
Kappen, James	Neurological Sciences	Assistant Professor	Special	1/1/2017		50,000 FY	1.00

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Lauer, Scott	Pathology and Microbiology	Associate Professor	Health Prof	3/1/2017	6/30/2018	50,000	FY 1.00
Lessman, Katherine	Obstetrics and Gynecology	Assistant Professor	Special	2/1/2017		33,750	FY 0.75
Najdawi, Eyad	Pediatrics	Assistant Professor	Special	1/1/2017		45,000	FY 1.00
Nelson Sheese, Amelia	Neurological Sciences	Assistant Professor	Special	1/1/2017		50,000	FY 1.00
Pare, Nadia	Neurological Sciences	Assistant Professor	Special	1/1/2017		50,000	FY 1.00
Salzbrenner, Stephen	Psychiatry	Assistant Professor	Special	1/1/2017		45,000	FY 1.00
Schuelke, Sue	College of Nursing-Lincoln Division	Assistant Professor	Special	1/23/2017	5/12/2017	31,814	AY 1.00
Sikorski, Jonathan	Psychiatry	Assistant Professor	Special	1/1/2017		85,000	FY 1.00
Wheelhouse, Carey	Physician Assistant Education	Assistant Professor	Special	2/6/2017		98,000	FY 1.00
		Clinical Director (Stipend)	Special	2/6/2017		4,000	FY 0.00

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA AT OMAHA**

**NEW APPOINTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Heppler, Jason	Criss Library	Assistant Professor for Digital Engagement	Specific	1/3/2017		52,000 FY	1.00
Malcolm, Philippe	Biomechanics	Assistant Professor	Specific	1/3/2017		78,000 AY	1.00
Subramanian, Roma	Communication	Assistant Professor	Specific	1/3/2017		52,500 AY	1.00



**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN NCTA**

<b>NEW APPOINTMENTS</b>							
<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
<sup>2</sup> Porter, John	Nebraska College of Technical Agriculture	Assistant Professor	Special	1/17/2017		27,500 FY	0.50

<sup>2</sup> Additional .50 appointment with Eastern Nebraska Research and Extension Center

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Asay, Sylvia	Family Studies and Interior Design	Professor	Continuous	1/1/2017		46,494 AY	0.60
		Professor	Continuous		12/31/2016	77,490 AY	1.00
		Chair (Includes stipend)	Special	1/1/2017		35,943 AY	0.40
		N/A	N/A			0 AY	0.00
Ellis, Mark	History	Professor	Continuous			46,494 AY	0.60
		Professor	Continuous			46,494 AY	0.60
		Chair (Includes stipend)	Special			35,943 AY	0.40
		Chair (Includes stipend)	Special			35,943 AY	0.40
	Physics and Astronomy	Acting Chair (Includes stipend)	Special	2/1/2017		5,000 AY	0.00
		N/A	N/A			0 AY	0.00
<sup>3</sup> Gallagher, Kathleen	Teacher Education	Professor	Continuous	8/15/2016		48,250 AY	0.50
		Professor	Continuous			96,500 AY	1.00
		Cille and Ron Williams Community Chair for Early Childhood Education	Special	8/15/2016		48,250 AY	0.50
		N/A	N/A			0 AY	0.00

<sup>3</sup> Correction to July-September 2016 quarterly report

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA AT KEARNEY**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Shaffer, Julie	Biology	Professor	Continuous	1/1/2017		46,494 AY	0.60
		Professor	Continuous		12/31/2016	77,490 AY	1.00
		Chair (Includes stipend)	Special	1/1/2017		35,943 AY	0.40
		N/A	N/A			0 AY	0.00
Steele, Janet	Biology	Professor	Continuous	1/1/2017		39,906 AY	0.50
		Professor	Continuous		12/31/2016	47,887 AY	0.60
		Associate Dean (Includes stipend)	Special	1/1/2017		44,853 AY	0.50
		Chair (Includes stipend)	Special		12/31/2016	36,872 AY	0.40
Trantham, Kenneth	Physics and Astronomy	Associate Professor	Continuous	2/1/2017		72,489 AY	1.00
		Associate Professor	Continuous		1/31/2017	43,494 AY	0.60
		N/A	N/A	2/1/2017		0 AY	0.00
		Chair (Includes stipend)	Special		1/31/2017	33,942 AY	0.40

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Carr, Timothy	Nutrition and Health Sciences	Chairperson (Includes stipend)	Special	1/1/2017		99,996 FY	0.60	
		Chairperson (Includes stipend)	Special		12/31/2016	78,579 FY	0.50	
	College of Education and Human Sciences	Professor	Continuous	1/1/2017		57,143 FY	0.40	
		Acting Associate Dean (Includes stipend)	Special		12/31/2016	96,560 FY	0.50	
		Nutrition and Health Sciences	J.S. Tinstman Professor of Nutrition and Health Sciences	Special			10,000 FY	0.00
			J.S. Tinstman Professor of Nutrition and Health Sciences	Special			10,000 FY	0.00
DeFrain, Erica	University Libraries	Assistant Professor	Specific Term			61,300 AY	1.00	
		Assistant Professor	Specific Term			61,300 AY	1.00	
	C.Y. Thompson Academic Commons Librarian (Stipend)	Special	2/1/2017		6,000 AY	0.00		
		N/A	N/A		0 AY	0.00		

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA-LINCOLN**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
DeFusco, Richard	Finance	Professor	Continuous	1/1/2017		71,338 AY	0.40
		Professor	Continuous		12/31/2016	178,346 AY	1.00
		Chairperson (Includes stipend)	Special	1/1/2017	5/10/2019	107,008 AY	0.60
		Executive Director of Graduate Programs (Stipend)	Special		12/31/2017	16,213 AY	0.00
Doll, Beth	College of Education and Human Sciences	Associate Dean (Includes stipend)	Special	1/1/2017		163,856 FY	1.00
		Interim Dean (Includes stipend)	Special		12/31/2016	194,340 AY	1.00
Farrell, Thomas	Office of the Chancellor	Senior Advisor to the Chancellor, International Affairs	Special	1/3/2017		54,107 FY	0.25
		Senior Advisor to the Chancellor, International Affairs	Special		1/2/2017	216,429 AY	1.00
<sup>4</sup> Gogos, George	Mechanical and Materials Engineering	Professor	Continuous	1/3/2017		145,383 AY	1.00
		Professor	Continuous		1/2/2017	144,383 AY	1.00

<sup>4</sup> Mid-year merit adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

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**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
<sup>5</sup> Handa, Rumiko	Architecture	Professor	Continuous			100,312 AY	1.00
		Professor	Continuous			100,312 AY	1.00
	College of Architecture	Interim Associate Dean (Stipend)	Special	1/3/2017		2,500 AY	0.00
		Interim Associate Dean (Stipend)	Special		1/2/2017	37,500 AY	0.00
<sup>6</sup> Hansen, David	Psychology	Professor	Continuous	1/3/2017		154,500 AY	1.00
		Professor	Continuous		1/2/2017	152,500 AY	1.00
Hansen, Tamiko	Institutional Equity and Compliance	Assistant to the Chancellor	Special	1/1/2017		145,000 FY	1.00
		Interim Assistant to the Chancellor	Special		12/31/2016	145,000 FY	1.00
Hurwitz, Justin	College of Law	Assistant Professor	Specific Term			113,878 AY	1.00
		Assistant Professor	Specific Term			113,878 AY	1.00
		Co-Director, Space, Cyber and Telecommunications Law Program (Stipend)	Special	1/3/2017		5,525 AY	0.00
		N/A	N/A			0 AY	0.00

<sup>5</sup> New letter of offer with new administrative stipend

<sup>6</sup> Correction to July 1, 2016 salary

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

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Kostelnik, Marjorie	College of Education and Human Sciences	Dean (Includes Stipend)	Special	1/1/2017		232,188 FY	0.88
		Interim Senior Vice Chancellor	Special		12/31/2016	303,370 FY	1.00
	Academic Affairs	Associate Director (Includes stipend)	Special	1/1/2017		31,695 FY	0.12
		N/A	N/A			0 FY	0.00
Le Sueur, James	Agricultural Research	Chairperson (Includes stipend)	Special			59,394 AY	0.60
		Chairperson (Includes stipend)	Special			59,394 AY	0.60
	History	Professor	Continuous			35,996 AY	0.40
		Professor	Continuous			35,996 AY	0.40
		Samuel Clark Waugh Professor of International Relations	Special	1/2/2017	1/1/2022	7,500 AY	0.00
		N/A	N/A			0 AY	0.00
Messersmith, Jake	Management	Associate Professor	Continuous			167,145 AY	1.00
		Associate Professor	Continuous			167,145 AY	1.00
	Management	Executive Director of Graduate Programs (Stipend)	Special	1/3/2017	5/10/2019	16,715 AY	0.00
		N/A	N/A			0 AY	0.00

*Reflects new or ongoing appointment*

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<sup>7</sup> Paudel, Tula	Physics and Astronomy	Research Assistant Professor	Special	1/1/2017	12/31/2017	52,598	FY 1.00
		Research Assistant Professor	Special		12/31/2016	49,621	FY 1.00
<sup>7</sup> Qian, Wen	Mechanical and Materials Engineering	Research Assistant Professor	Special	1/1/2017	6/30/2018	76,875	FY 1.00
		Research Assistant Professor	Special		12/31/2016	75,000	FY 1.00
Raikes, Helen	Child, Youth and Family Studies	Professor	Continuous	1/3/2017		91,118	AY 0.75
		Professor	Continuous		1/2/2017	121,491	AY 1.00
		Cather Professor	Special	1/3/2017	8/31/2017	3,750	AY 0.00
		Cather Professor	Special		1/2/2017	5,000	AY 0.00
<sup>8</sup> Riley, Michael	Athletics	Head Coach-Football	Special	3/1/2017		2,900,000	FY 1.00
		Head Coach-Football	Special		2/28/2017	2,800,000	FY 1.00
Rumann, Corey	Educational Administration	Assistant Professor of Practice	Special	1/3/2017		67,068	AY 1.00
		Assistant Professor of Practice	Special		1/2/2017	46,948	AY 0.70

<sup>7</sup> New letter of offer

<sup>8</sup> Raise pursuant to contract

*Reflects new or ongoing appointment*

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Sallee, Sheri	Advertising	Assistant Professor of Practice	Special	1/3/2017		30,134 AY	0.33
		Assistant Professor of Practice	Special		1/2/2017	68,486 AY	0.75
Schaefer, Matthew	College of Law	Professor	Continuous			163,539 AY	1.00
		Professor	Continuous			163,539 AY	1.00
		Co-Director, Space, Cyber and Telecommunications Law Program (Stipend)	Special	1/1/2017		16,576 AY	0.00
		Director, Space, Cyber and Telecommunications Law Program (Stipend)	Special		12/31/2016	22,101 AY	0.00
		Veronica A. Haggart and Charles R. Work Professor of International Trade Law	Special			15,000 AY	0.00
		Veronica A. Haggart and Charles R. Work Professor of International Trade Law	Special			15,000 AY	0.00
Smith, Harris	Johnny Carson School of Theatre and Film	Director (Includes stipend)	Special	1/1/2017		110,236 FY	1.00
		Interim Director (Stipend)	Special		12/31/2016	10,000 AY	0.00
		N/A	N/A	1/1/2017		0 AY	0.00
		Associate Professor	Continuous		12/31/2016	77,920 AY	1.00

*Reflects new or ongoing appointment*

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9 Thomas, William	History	Professor	Continuous	1/3/2017		145,604	AY 1.00	
		Professor	Continuous		1/2/2017	132,488	AY 1.00	
		John and Catherine Angle Professor in the Humanities	Special			10,000	AY 0.00	
		John and Catherine Angle Professor in the Humanities	Special			10,000	AY 0.00	
		Associate Professor	Continuous			223,059	AY 1.00	
		Associate Professor	Continuous			223,059	AY 1.00	
Unlu, Emre	Finance	Paul C. Burmeister Professor of Investments	Special			10,000	AY 0.00	
		Paul C. Burmeister Professor of Investments	Special			10,000	AY 0.00	
		Director of Executive Education (Stipend)		1/3/2017	5/10/2019	22,306	AY 0.00	
		N/A	N/A			0	AY 0.00	

9 Retention offer

*Reflects new or ongoing appointment*  
*Un-shaded reflects old appointment*

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**ADJUSTMENTS**

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Balschweid, Mark	Agricultural Leadership, Education and Communication	Department Head (Includes stipend)	Special	1/1/2017		113,116 FY	0.60
		Department Head (Includes stipend)	Special		12/31/2016	96,955 FY	0.50
	Office of Vice President/Vice Chancellor IANR	Professor	Continuous	1/1/2017		64,637 FY	0.40
		Associate Vice Chancellor (Includes stipend)	Special		12/31/2016	96,955 FY	0.50
<sup>10</sup> Benson, Andrew	Nebraska Food for Health Center	Director (Includes stipend)	Special	1/1/2017		86,364 FY	0.40
		N/A	N/A			0 FY	0.00
		Nebraska Food for Health Center Professorship	Special	1/1/2017		30,000 FY	0.00
	Food Science and Technology	W.W. Marshall Distinguished Professor of Biotechnology	Special		12/31/2016	15,000 FY	0.00
		Professor	Continuous	1/1/2017		103,636 AY	0.60
		Professor	Continuous		12/31/2016	150,086 AY	1.00

<sup>10</sup> New letter of offer

*Reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

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<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Dev, Dipti	School of Natural Resources	Assistant Professor	Specific term			84,512 FY	1.00
		Assistant Professor	Specific term			84,512 FY	1.00
		Robinson Professorship for Child, Youth and Family Studies	Special	1/1/2017	12/31/2021	3,000 FY	0.00
		N/A	N/A			0 FY	0.00
Gratopp, Emily	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/17/2017		49,000 FY	1.00
		Managerial/Professional	Other		1/16/2017	36,036 FY	1.00
Hernandez Jarquin, Juan	Agronomy and Horticulture	Research Assistant Professor	Special	1/3/2017	1/2/2018	52,000 FY	1.00
		Post Doc Research Associate	Other		1/2/2017	45,210 FY	1.00
<sup>11</sup> Jansen, Jim	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	3/1/2017		62,500 FY	1.00
		Assistant Extension Educator	Special		2/28/2017	57,953 FY	1.00
Meuleners, Jessica	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/17/2017		52,000 FY	1.00
		Managerial/Professional	Special		1/16/2017	36,054 FY	1.00

<sup>11</sup> Change of Duties

*Reflects new or ongoing appointment*

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Miller, Phillip	Animal Science	Professor	Continuous	1/1/2017		118,720 FY	1.00
		Interim Department Head (Includes stipend)	Special		12/31/2016	130,592 FY	1.00
Odhiambo, Lameck	Biological Systems Engineering	Research Associate Professor	Special	3/1/2017	2/28/2018	72,042 FY	1.00
		Research Associate Professor	Special		2/28/2017	72,042 FY	1.00
<sup>12</sup> Ramer-Tait, Amanda	Food Science and Technology	Assistant Professor	Specific Term	1/1/2017		91,901 AY	1.00
		Assistant Professor	Specific Term		12/31/2016	88,939 AY	1.00
Schacht, Walter	Agronomy and Horticulture	Professor	Continuous			139,655 FY	1.00
		Professor	Continuous			139,655 FY	1.00
		Sunkist Fiesta Bowl Professor of Agronomy	Special	1/1/2017	12/31/2021	15,000 FY	0.00
		Sunkist Fiesta Bowl Professor of Agronomy	Special		12/31/2016	15,000 FY	0.00
Sehi, Natalie	Nutrition and Health Sciences	Associate Extension Educator	Special	2/1/2017		50,367 FY	0.90
		Associate Extension Educator	Special		1/31/2017	44,771 FY	0.80

<sup>12</sup> Market increase

*Reflects new or ongoing appointment*

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Stiles, Crystal	School of Natural Resources	Assistant Geoscientist	Special	2/1/2017		59,000 FY	1.00
		Post Doc Research Associate	Other		1/31/2017	55,319 FY	1.00
<sup>13</sup> Tadesse, Tsegaye	School of Natural Resources-Survey Division	Research Associate Professor	Special	1/1/2017		85,058 FY	1.00
		Research Associate Professor	Special		12/31/2016	78,035 FY	1.00
Varner, David	Cooperative Extension Division	Associate Dean/Associate Director (Includes stipend)	Special	1/1/2017		176,000 FY	1.00
	Eastern Nebraska Research and Extension Center	Interim Director/Chair (Includes stipend)	Special		12/31/2016	160,115 FY	1.00

<sup>13</sup> Market increase

*Reflects new or ongoing appointment*

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14 Adabala, Murty	Pediatrics	Assistant Professor	Health Prof	3/1/2017		55,000	FY 1.00
		Assistant Professor	Health Prof		2/28/2017	40,200	FY 1.00
Are, Chandrakanth	Surgery	Professor	Continuous			79,798	FY 1.00
		Professor	Continuous			79,798	FY 1.00
		Jerald L. and Carolynn J. Varner Professor for Surgical Oncology and Global Health	Special			0	FY 0.00
	Jerald L. and Carolynn J. Varner Professor for Surgical Oncology and Global Health	Special			0	FY 0.00	
	College of Medicine	Associate Dean for Graduate Medical Education (Stipend)	Special	2/1/2017		10,000	FY 0.00
		N/A	N/A			0	FY 0.00
Baldwin, Jeffrey	Pharmacy Practice	Professor	Continuous			142,000	FY 1.00
		Professor	Continuous			142,000	FY 1.00
	N/A	N/A	2/1/2017		0	FY 0.00	
	Vice Chair for Education (Stipend)	Special		1/31/2017	5,000	FY 0.00	
15 Baranovskiy, Andrey	Eppley Institute	Research Assistant Professor	Special	1/1/2017		62,000	FY 1.00
		Research Assistant Professor	Special		12/31/2016	50,252	FY 1.00

14 Administrative adjustment

15 Equity adjustment

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Bares, Sara	Internal Medicine	Assistant Professor	Special	3/1/2017		32,278	FY 0.93
		Assistant Professor	Health Prof		2/28/2017	40,300	FY 1.00
Britigan, Denise	Health Promotion, Social and Behavioral Health	Assistant Professor	Health Prof	2/5/2017		96,845	FY 1.00
		Assistant Professor	Health Prof		2/4/2017	67,791	FY 0.70
	Academic Affairs	N/A	N/A	2/5/2017		0	FY 0.00
	Director for Community Engagement (Includes stipend)	Special		2/4/2017	34,054	FY 0.30	
<sup>16</sup> Ciborowski, Pawel	Pharmacology and Experimental Neuroscience	Professor	Continuous	1/1/2017		125,694	FY 1.00
		Professor	Continuous		12/31/2016	114,507	FY 1.00
<sup>17</sup> Clemens, Dahn	Internal Medicine	Associate Professor	Special	2/1/2017		105,000	FY 1.00
		Associate Professor	Special		1/31/2017	46,436	FY 0.45
Culross, Beth	College of Nursing-Omaha Division	Assistant Professor	Special			73,334	AY 1.00
		Assistant Professor	Special			73,334	AY 1.00
	Director, Learning Resource Center (Stipend)	Special	1/1/2017		3,000	AY 0.00	
	N/A	N/A			0	AY 0.00	

<sup>16</sup> Equity adjustment

<sup>17</sup> Salary discrepancy due to rounding

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<sup>18</sup> Dave, Bhavana	Munroe-Meyer Institute	Professor	Special			127,248	FY 1.00
		Professor	Special			127,248	FY 1.00
		Director, Human Genetics (Stipend)	Special	12/1/2016		8,000	FY 0.00
		N/A	N/A			0	FY 0.00
	Pediatrics	Professor	Continuous			0	FY 0.00
		Professor	Continuous			0	FY 0.00
Fisher, Wayne	Munroe-Meyer Institute	Professor	Continuous			222,958	FY 0.78
		Professor	Continuous			222,958	FY 0.78
		Hattie B. Munroe Endowed Professorship	Special	1/1/2017	12/31/2020	56,911	FY 0.22
		Hattie B. Munroe Endowed Professorship	Special		12/31/2016	56,911	FY 0.22
		Discipline Director	Special			0	FY 0.00
		Discipline Director	Special			0	FY 0.00
Gao, Lie	Cellular and Integrative Physiology	Assistant Professor	Special	3/1/2017		84,875	FY 1.00
		Assistant Professor	Health Prof		2/28/2017	84,875	FY 1.00

<sup>18</sup> Delay in reporting; department finalized paperwork after 4th quarterly report was submitted

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Gould, Karen	Genetics, Cell Biology and Anatomy	Associate Professor	Continuous			114,204	FY	1.00
		Associate Professor	Continuous			114,204	FY	1.00
		Vice Chair, Graduate Education (Stipend)	Special			5,000	FY	0.00
		Vice Chair, Graduate Education (Stipend)	Special			5,000	FY	0.00
	Academic Affairs	Co-Director, Interdisciplinary Graduate Program in Biomedical Sciences (Stipend)	Special	1/1/2017		15,000	FY	0.00
		N/A	N/A			0	FY	0.00
Healy, Kathleen	Neurological Sciences	Assistant Professor	Special	2/1/2017		87,423	FY	0.80
		Assistant Professor	Special			109,279	FY	1.00

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Hollingsworth, Michael	Eppley Institute	Professor	Continuous			226,393	FY 1.00
		Professor	Continuous			226,393	FY 1.00
		Director, Pancreatic Cancer Group (Stipend)	Special			17,750	FY 0.00
		Director, Pancreatic Cancer Group (Stipend)	Special			17,750	FY 0.00
		Director, Cancer Biomarkers Group (Stipend)	Special			17,750	FY 0.00
		Director, Cancer Biomarkers Group (Stipend)	Special			17,750	FY 0.00
	Fred and Pamela Buffett Cancer Center	Leon Professor of Cancer	Special			0	FY 0.00
		Leon Professor of Cancer	Special			0	FY 0.00
		Associate Director of Basic Research (Stipend)	Special	1/1/2017		20,000	FY 0.00
		N/A	N/A			0	FY 0.00

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<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Hultquist, Teresa	College of Nursing-Omaha Division	Associate Professor	Continuous			109,623	FY 1.00
		Associate Professor	Continuous			109,623	FY 1.00
		Director, Evaluation (Stipend)	Special	1/1/2017		3,000	FY 0.00
		Interim Director, Evaluation (Stipend)	Special		12/31/2016	3,000	FY 0.00
		Coordinator (Stipend)	Special			1,500	FY 0.00
		Coordinator (Stipend)	Special			1,500	FY 0.00
Kaiser, Margaret	College of Nursing-Omaha Division	Associate Professor	Continuous			99,956	FY 1.00
		Associate Professor	Continuous			99,956	FY 1.00
	Learning Resource Center	N/A	N/A	1/1/2017		0	FY 0.00
		Acting Director (Stipend)	Special		12/31/2016	3,000	FY 0.00
Keeler, Heidi	College of Nursing-Omaha Division	Assistant Professor	Health Prof			65,614	FY 0.70
		Assistant Professor	Health Prof			93,734	FY 1.00
		Director (Stipend)	Special			3,000	FY 0.00
		Director (Stipend)	Special			3,000	FY 0.00
	Academic Affairs	Interim Director, Office of Community Engagement (Includes stipend)	Special	2/15/2017		33,120	FY 0.30
		N/A	N/A			0	FY 0.00

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Klepser, Donald	Pharmacy Practice	Associate Professor	Continuous			120,400	FY 1.00
		Associate Professor	Continuous			120,400	FY 1.00
		Vice Chair for Education (Stipend)	Special	2/1/2017		5,000	FY 0.00
		N/A	N/A			0	FY 0.00
Kutty, Shelby	Pediatrics	Associate Professor	Health Prof			95,130	FY 1.00
		Associate Professor	Health Prof			95,130	FY 1.00
		Vice Chair for Faculty Development (Stipend)	Special	3/1/2017		10,000	FY 0.00
		N/A	N/A			0	FY 0.00
Meza, Jane	Biostatistics	Professor	Continuous			233,651	FY 1.00
		Professor	Continuous			233,651	FY 1.00
		Chairperson (Stipend)	Special			5,000	FY 0.00
		Chairperson (Stipend)	Special			5,000	FY 0.00
	College of Public Health	Senior Associate Dean (Stipend)	Special			15,000	FY 0.00
		Senior Associate Dean (Stipend)	Special			15,000	FY 0.00
	Academic Affairs	Interim Associate Vice Chancellor for Global and Student Support (Stipend)	Special	1/1/2017		5,000	FY 0.00
		N/A	N/A			0	FY 0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Monaghan, Daniel	Pharmacology and Experimental Neuroscience	Professor	Continuous			167,226 FY	1.00
		Professor	Continuous			167,226 FY	1.00
	Academic Affairs	Co-Director, Interdisciplinary Graduate Program in Biomedical Sciences (Stipend)	Special	1/1/2017		15,000 FY	0.00
	Pharmacology and Experimental Neuroscience	Director, Biomedical Research Training Program (Stipend)	Special		12/31/2016	10,000 FY	0.00
Rizzo, William	Pediatrics	Professor	Health Prof			178,034 FY	1.00
		Professor	Health Prof			178,034 FY	1.00
		Vice Chair for Research (Stipend)	Special	3/1/2017		10,000 FY	0.00
		N/A	N/A			0 FY	0.00
		Helen Freytag Chair in Pediatrics	Special			0 FY	0.00
		Helen Freytag Chair in Pediatrics	Special			0 FY	0.00
Sayyed, Samer	Internal Medicine	Associate Professor	Health Prof			91,300 FY	1.00
		Associate Professor	Health Prof			91,300 FY	1.00
		Ward Chambers Professor of Cardiology	Special	2/1/2017	1/31/2022	0 FY	0.00
		N/A	N/A			0 FY	0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
19 Shillcutt, Sasha	Anesthesiology	Associate Professor	Health Prof	10/1/2016	6/30/2018	96,309	FY 1.00
		Associate Professor	Special		9/30/2016	96,309	FY 1.00
20 Siahpush, Mohammad	Health Promotion, Social and Behavioral Health	Professor	Continuous			165,236	FY 1.00
		Professor	Continuous			165,236	FY 1.00
	College of Public Health	Associate Dean for Research (Stipend)	Special	3/1/2017		21,741	FY 0.00
		Associate Dean for Research (Stipend)	Special		2/28/2017	10,000	FY 0.00
Simonsen, Kari	Pediatrics	Associate Professor	Health Prof			109,628	FY 1.00
		Associate Professor	Health Prof			109,628	FY 1.00
		Director, Undergraduate Education (Stipend)	Special			10,000	FY 0.00
		Director, Undergraduate Education (Stipend)	Special			10,000	FY 0.00
		Vice Chair for Clinical and Academic Affairs (Stipend)	Special	3/1/2017		10,000	FY 0.00
		N/A	N/A			0	FY 0.00

19 Delay in reporting; department finalized paperwork after 4th quarterly report was submitted

20 Equity adjustment

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Swarts, Keith	Business and Finance	Director	Manag-Prof			185,084	FY 1.00
		Director	Manag-Prof			185,084	FY 1.00
	Academic Affairs	Interim Director, Asia Pacific Rim Development Program	Special	1/1/2017		0	FY 0.00
		N/A	N/A			0	FY 0.00
Thompson, Cheryl	College of Nursing-Omaha Division	Associate Professor	Continuous	1/1/2017		6,220	FY 0.05
		Associate Professor	Continuous		12/31/2016	31,101	FY 0.25
	Academic Affairs	Associate Vice Chancellor (Includes stipend)	Special	1/1/2017		130,603	FY 0.95
		Assistant Vice Chancellor (Includes stipend)	Special		12/31/2016	105,722	FY 0.75
Tomek, Debra	Pediatrics	Associate Professor	Special	2/11/2017		25,488	FY 0.60
		Associate Professor	Health Prof		2/10/2017	42,480	FY 1.00
Wester, Rebecca	Family Medicine	Associate Professor	Special	3/1/2017		12,150	FY 0.10
		Associate Professor	Health Prof		2/28/2017	121,508	FY 1.00

*Shaded reflects new or ongoing appointment*  
*Un-shaded reflects old appointment*



**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA MEDICAL CENTER**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Zimmerman, Lani	College of Nursing-Lincoln Division	Professor	Continuous			158,100	FY 1.00
		Professor	Continuous			158,100	FY 1.00
	Center for Patient Family and Community Engagement in Chronic Care Management	Director (Stipend)	Special			3,000	FY 0.00
		Director (Stipend)	Special			3,000	FY 0.00
	College of Nursing-Omaha Division	Niedfelt Professor	Special	1/1/2017	6/30/2017	0	FY 0.00
		Niedfelt Professor	Special		12/31/2016	0	FY 0.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**1/1/2017 - 3/31/2017**  
**UNIVERSITY OF NEBRASKA AT OMAHA**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
21 Heidel, Jack	Mathematics	Professor	Continuous	1/3/2017	5/11/2018	51,302 AY	0.50
		Interim Chairperson (Includes stipend)	Special		12/16/2016	54,902 AY	0.50
Porter, Evan	Athletics	Head Coach-Baseball	Special	1/1/2017		62,000 FY	1.00
		Interim Head Coach-Baseball	Special		12/31/2016	62,000 FY	1.00
Rogers, Jimmy	Mathematics	Associate Professor	Continuous	1/3/2017		28,321 AY	0.40
		Associate Professor	Continuous		1/2/2017	70,803 AY	1.00
		Chairperson (Includes stipend)	Special	1/3/2017		46,082 AY	0.60
		N/A	N/A			0 AY	0.00
Walters II, Timothy	Athletics	Head Coach-Women's Soccer	Special	1/3/2017		60,000 FY	1.00
		Assistant Coach-Men's Soccer	Special		1/2/2017	35,540 FY	1.00

21 Phased retirement

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

**PERSONNEL REPORT**  
**01/01/2017 - 03/31/2017**  
**UNIVERSITY OF NEBRASKA ADMINISTRATION**

**ADJUSTMENTS**

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Scrogin, Tara	Vice President and General Counsel	Associate General Counsel for Health Sciences	Special	2/1/2017		102,900	FY 1.00
		Interim Associate General Counsel for Health Sciences	Special		1/31/2017	79,178	FY 1.00

*Shaded reflects new or ongoing appointment*

*Un-shaded reflects old appointment*

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Laboratory, Student, and Miscellaneous Fees for 2017-2018

RECOMMENDED ACTION: Report

PREVIOUS ACTION: July 18, 2013 – The Board of Regents approved changes to *Board of Regents Policies* RP-5.9.2 and RP-5.9.3 concerning Course, Laboratory and Miscellaneous Fees:

RP-5.9.2 Course and Laboratory Fees; Miscellaneous Fees

Course fees are established to cover the costs related to a particular course, for example, the costs associated with the bulk purchase of self-assessments or copyright fees. A laboratory fee is defined as a charge made to students to underwrite, in whole or in part, the cost of service, rentals, and consumable supplies utilized in a laboratory environment. These include, for example, such materials as manuals, chemicals, glassware, protective or other clothing, computer related software and expendables, paints, brushes and canvasses. A miscellaneous student fee is defined as all fees other than UPFF, course, and laboratory fees charged to students incidental to the providing of instruction. Examples of fees included within this category are application fees, transcript fees, teacher placement fees, special instructional fees, late payment fees, and returned check fees.

RP-5.9.3 Reporting of Course, Laboratory, and Miscellaneous Fees

The Chancellors on each of the campuses shall report to the President no later than March 1 of each year a listing of all planned changes in student fees of any nature for the next academic year. Any planned increase in fees must be approved by the President and subsequently included as a report to the Board of Regents in a meeting agenda, prior to the proposed implementation of the increased fees. A list of all laboratory fees will be included in the schedule of classes which is provided to students prior to the time that they register for classes.

EXPLANATION: Earlier this year, the President requested the Chancellors closely scrutinize fee increase requests to insure they reflect increases in costs passed through to students. The changes approved by the President for the University of Nebraska for the 2017-2018 academic year are listed on the attached reports by campus.

This report includes information on all categories of fees requested by the Board and all changes to fees that would affect the campus student body. On several campuses, a screening committee, often with student representatives, has reviewed proposed changes. Each item on the report has been reviewed and approved by campus administration.

PROGRAM COST: None


SOURCE OF FUNDS: None

RECOMMENDED: Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

APPROVED:   
Hank Bounds, President  
University of Nebraska

DATE: May 15, 2017

**University of Nebraska at Kearney  
Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course Number	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Natural and Social Sciences</b>				
Biology	Biology Graduate Distance Education Fee (per credit hour)	\$ 25.00	\$ -	(1)
<b>Miscellaneous Other Fees</b>				
Distance Education	Online Course Fee (per credit hour)	\$ 25.00	\$ 35.00	(2)

(1) Expenses identified in 2003 to justify the fee are no longer relevant to the current program.

(2) The Online Course Fee (formerly Distance Education Fee) was last increased in 2007; at that time, the fee was increased from \$20 to \$25 per credit hour. During the last five academic years, online course credit hours earned by students who take all coursework online and those who take a combination of online and face-to-face courses has increased significantly. The costs of course development, faculty and student preparedness, instruction and compliance to accreditation standards also has continued to increase.

**University of Nebraska-Lincoln**  
**Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Agricultural Sciences and Natural Resources</b>				
Agricultural Leadership, Education and Communication	ALEC 202	\$ 20.00	\$ -	(3)
Agronomy and Horticulture	AGRO 132	\$ 20.00	\$ 10.00	(4)
Agronomy and Horticulture	AGRO 411/811	\$ 50.00	\$ -	(3)
Agronomy and Horticulture	HORT 265	\$ 15.00	\$ 10.00	(5)
Animal Science	ASCI 330	\$ -	\$ 20.00	(6)
School of Natural Resources	NRES 434/834	\$ 20.00	\$ 40.00	(7)
School of Natural Resources	NRES 438/838 (new course)	\$ -	\$ 10.00	(8)
School of Natural Resources	NRES 489/889 (crosslisting BIOS 489/889)	\$ 10.00	\$ 20.00	(9)
School of Natural Resources	WATS 481/881 (crosslisting BIOS 481; NRES 481)	\$ -	\$ 20.00	(10)
<b>College of Arts and Sciences</b>				
School of Biological Sciences	BIOS 136 (new course)	\$ -	\$ 50.00	(11)
School of Biological Sciences	BIOS 317 (new course)	\$ -	\$ 30.00	(12)
<b>College of Business Administration</b>				
Finance	FINA 465/865	\$ 20.00	\$ -	(3)
<b>College of Education and Human Sciences</b>				
Educational Psychology	EDPS 953	\$ 125.00	\$ 55.00	(13)
Educational Psychology	EDPS 975	\$ 10.00	\$ 25.00	(14)
Special Education and Communication Disorders	SLPA 461L	\$ -	\$ 5.00	(15)
Special Education and Communication Disorders	SLPA 897A	\$ 25.00	\$ 60.00	(16)
Special Education and Communication Disorders	SLPA 897B	\$ 25.00	\$ 100.00	(17)
Special Education and Communication Disorders	SLPA 966L	\$ -	\$ 10.00	(18)
Textiles, Merchandising and Fashion Design	TMFD 112	\$ 30.00	\$ 80.00	(19)
Textiles, Merchandising and Fashion Design	TMFD 216	\$ 20.00	\$ 30.00	(20)
Textiles, Merchandising and Fashion Design	TMFD 314	\$ 20.00	\$ 60.00	(21)
Textiles, Merchandising and Fashion Design	TMFD 403/803	\$ 15.00	\$ 25.00	(22)
Textiles, Merchandising and Fashion Design	TMFD 413/813	\$ 20.00	\$ 30.00	(23)
Textiles, Merchandising and Fashion Design	TMFD 471	\$ 30.00	\$ 35.00	(24)
Textiles, Merchandising and Fashion Design	TMFD 809	\$ -	\$ 30.00	(25)
Textiles, Merchandising and Fashion Design	TMFD 876	\$ -	\$ 10.00	(26)
<b>College of Engineering</b>				
Civil Engineering	CIVE 828	\$ 40.00	\$ -	(3)

**University of Nebraska-Lincoln**  
**Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course	Current Fee 2016-2017	Proposed Fee 2017-2018
<b>Miscellaneous Fees</b>			
Distance Education	Online Course Fee (per credit hour)	\$ 25.00	\$ 35.00 <sup>(27)</sup>

(3) Fee is no longer needed.

(4) Fee will support: labor for gardeners and campus garden/experiment maintenance (soil preparation, planting, weeding, watering, pruning, harvesting, and clean-up) @ \$950/year; garden maintenance equipment (tiller, shovels, hoses, etc.) @ \$200/year; classroom aids (shovels, meter sticks, wet marking pencils) @ \$100/year; classroom consumables (potting soil, petri dishes, pots, bags, trays) @ \$200/year. Total \$1,450/year. Average Enrollment: 145 students/year. The fee is being reduced from \$20 to \$10 because enrollment has grown substantially and fewer supplies have been needed. Utilizing student workers as gardeners to grow and maintain plants used in the classroom is far more cost effective than purchasing plants used to be.

(5) Costs include drafting paper, drawing and rendering supplies, maps and materials: \$50. There are a number of supplies that have become available through other means. Thus, fewer supplies are needed and the fee is being reduced to \$10. Total \$40/year. Enrollment: 4 students/year.

(6) Fee will cover the expenses of real-life genotyping examples, including the use of genotyping of student owned animals to identify the breed(s) comprising a mixed-breed dog, and for variants associated with known traits (e.g., color, size, health conditions). Plastics, consumables, PCR primers/reagents, gel electrophoresis supplies for DNA isolation and testing @ \$1,200/year; Mars Wisdom Panel - Dog DNA test @ \$450/year; Total: \$1650/year. Enrollment: 75 students/year.

(7) Fee will support: clue cards, fish prints, seed paper kits @ \$331.43/year; insect bags, isectigations, snake science kits @ \$36.52/year; Thames and Kosmos Alternative Energy kits @ \$41.34/year; speed ball, block printing kits @ \$49.41/year; animal prints, pellets, proves, charts/kits @ \$243.49/year. Total \$702. Enrollment: 17 students.

(8) Fee will support the following for five field trips: daily van rental @ \$218.48/year; student trip insurance @ \$24/year; fuel @ \$54.59/year; vehicle mileage @ \$25.20/year; driver authorization for extra van drivers @ \$3/year. Total: \$325/year. Enrollment: 24 students/year.

(9) Fee will support the following for two field trips: vehicle rental (for 4 trips) @ \$237.44/year; fuel (for 4 trips) @ \$97.08/year; trip insurance @ \$12/year; mileage reimbursement for transport of lab supplies \$363.90; Total \$710.42; annual enrollment: 24 students.

(10) Fee will support the following for a minimum of two field trips: gloves @ \$21.05/year; sample vials @ \$118.25/year; ethyl alcohol @ \$26.66/year; daily vehicle rental @ \$168/year; fuel @ \$110/year; trip insurance @ \$10.50/year. Total \$454.46/year. Enrollment: 20 students/year.

(11) Fee will support the cost of consumables and reagents that need to be freshly purchased each time the course is offered and routine maintenance of the microscopes. An application to the College of Arts and Sciences Instructional Improvement Fund is in progress to secure funds for the purchase of small equipment (including microscopes) for the course. Plastic ware, petri plates, micropipette tips, microfuge tubes, syringes, syringe filters, tube filters, serological pipettes, and other single use items such as gloves and culture tubes @ \$400/year; Reagents (anti-fungal and antibiotic chemicals) and media components for growth of bacteria (agar, nutrient broth, salts), DNA isolation kit, restriction enzymes, agarose and electron microscopy grids @ \$400/year; Electron microscopy service fee @ \$100/year. Total: \$900/year. Enrollment: 18 students/year.

(12) Fee will support course-specific greenhouse fees @ \$150/year; Ecosystem Analysis Lab expenses @ \$90/year; microscope repairs and maintenance @ \$100/year; miscellaneous lab equipment replacement and repairs @ \$10/year; consumable supplies for LI-6400, including CO2 cartridges, soda lime, and drierite @ \$30/year; Other supplies such as, microscope slides, cover slips, razor blades, plastic petri dishes, replacement glassware, eye-droppers, etc. @ \$45/year; Consumable chemical reagents @ \$45/year; Plants, seeds, vegetables and fruits @ \$65/year; Ziploc bags, paper bags, pencils @ \$30/year; Kim wipes, paper towels, markers, and soap @ \$35/year. Total: \$600/year. Enrollment: 20 students/year.

(13) Fee is being reduced to \$55 per student based on curriculum changes. It is not possible to reuse the instrument and scoring sheets once it has been administered. Total \$550/year. Estimated Enrollment: 10 students.

(14) Each graduate student enrolled in this course is required to take two psychological assessments, one per semester at a cost of \$26. The Myers-Briggs Type Indicator (\$16) is a commercially available assessment instrument (\$16). The Strong Interest Inventor (\$10) is a commercially available interest inventory. It is not possible to reuse these instruments once they have been administered. Total \$500/year. Enrollment: 20 students/year.

(15) Fee will support two assessment tools, the CELF-2 record form @ \$275/year and the SALT license which is used to evaluate the CELF-2 record form @ \$200/year. Total \$475. Average enrollment is 58.

(16) Fee will support: Typhon subscriptions based on a pay-per-NEW student pricing (\$1400 per year - 14 new students onboarded per year, \$100/student); Electrophysiology supplies such as electrodes, skin cleaning wipes (\$500 per year); Earmold supplies (\$200 per year); Vestibular assessment supplies (\$200 per year); Earphone tips/specula/towellettes and other supplies (\$500 per year); Formal assessments (\$200 per year); Disinfectant/cleaning supplies (\$700 per year); Printer cartridges (\$750 per year); Paper (\$100 per year); Medical supplies such as gloves, gauze, etc. (\$350 per year). Total: \$4900/year. Enrollment: 56 students/year.

(17) Fee will support: Typhon subscriptions based on a pay-per- NEW student pricing (\$3500 per year - 35 new students onboarded per year, \$100/student); Commercial assessments, such as Peabody Picture Vocabulary Test (\$1500 per year); Paper (\$200 per year); Printer cartridges used exclusively for SLP clinic purposes for materials produced with specialized software or downloaded clinic materials (\$4000 per year); Copies of clinic materials (\$750 per year); Craft supplies (\$500 per year); Cleaning and sanitizing products (\$1100 per year); Clinic materials - toys and books (\$200 per year); Protective supplies such as exam gloves, face masks (\$100 per year). Total: \$11,850/year. Enrollment: 105 students/year.

(18) Fee will support various supplies for conducting hands-on assessments: Tongue depressors, gloves @ \$45/year; food and beverages @ \$70/year; Table serve ware @ \$20/year; Tracheotomy tubes @ \$240/year; Trach speaking valves @ \$112/year; Life-sized soft body dolls @ \$25/year; Swaddling blankets, various bottles, sippy cups, positioning devices @ \$56/year. Total: \$568/year. Enrollment: 35 students/year.



**University of Nebraska-Lincoln**  
**Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course	Current Fee 2016-2017	Proposed Fee 2017-2018
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- (19) Fee will support commercial apparel patterns: \$1000/year; fabric: \$2000/year; sewing supplies (needles and thread): \$120/year; zippers: \$1200/year; replacement bobbin cases: \$240/year; sewing machine maintenance: \$1200/year. Total: \$5760. Enrollment: 72 students/year.
- (20) Fee will support specialized paper used for pattern manipulations @ \$240/year; heavyweight paper for pattern block development @ \$410/year; L-Squares for pattern making @ \$75/year; vari-form curve tool for specialized pattern making @ \$60/year. Total \$785/year. Enrollment: 24 students/year.
- (21) Fee will support: basic tools and supplies for installing window display: \$250/year; WindowsWear: \$999/year; visual retailing (Mockshop): \$1500/year. Total \$2749/year. Enrollment: 25 students/year.
- (22) Fee will support serger thread and needles: \$20/year; serger sewing machine servicing and repair from Husker Sew Vac: \$480/year. Total: \$500/year. Enrollment: 20 students/year.
- (23) Fee will support the cost of the Visual Retailing (VR) Mockshop Software. This software is unique to students in the Textiles, Merchandising, and Fashion Design Department and is not "general-use" software. VR Mockshop Software is an essential tool specifically for merchandising students. Note. Only part of the annual cost of this software will be covered by this course. The remaining cost of the software will be covered through other means. Visual Retailing Mockshop Software: \$1500/year. Enrollment: 25 students/year.
- (24) Fee will support a variety of novelty fabrics and textiles needed for challenge exercises and exploratory activities. Fabric and leather: \$525/year. Enrollment: 15 students/year.
- (25) Fee will support: silk crepeline @\$55.35/year; distilled water @\$15.90/year; hydrogen peroxide @\$12.81/year; sodium hydroxide 5lb microbeads @\$7.93/year; ethafoam plank @\$39.60/year; acid-free unbuffered tissue paper @\$26.75/year; aew-on velcro tape and sticky-backed velcro picture mounting tape @\$47.99/year; pacon foam board @\$33.32/year; unbleached muslin sheeting @\$35.90/year. Total: \$275.55/year. Enrollment: 7 students/year.
- (26) Fee will support the purchase of supplies for activities that include lab-based identification of fibers through microscopy, burn tests, and solubility tests: slide making kit @ \$3.36/year; acetone @ \$6.73/year; tea light candles @ \$2.82/year; 4mil nitrile gloves @ \$7.33/year; bleach @ \$0.93/year; formic acid @\$3.92/year; fabric swatch kit @\$24.19/year; long tweezers @\$7/year; safety goggles @\$14.78/year. Total: \$71.06/year. Enrollment: 7
- (27) The Online Course Fee (formerly Distance Education Fee) was last increased in 2007; at that time, the fee was increased from \$20 to \$25 per credit hour. During the last five academic years, online course credit hours earned by students who take all coursework online and those who take a combination of online and face-to-face courses has increased significantly. The costs of course development, faculty and student preparedness, instruction and compliance to accreditation standards also has continued to increase.

Nebraska College of Technical Agriculture  
 Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018

Department	Miscellaneous Fees	Current Fee 2016-2017	Proposed Fee 2017-2018
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The FY 2016-2017 fee schedule for NCTA will remain in effect with no changes requested for FY 2017-2018.

**University of Nebraska Medical Center  
Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Fee Type	Course	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Allied Health Professions</b>				
Course Fees	<b>Medical Imaging and Therapeutic Sciences (formerly Radiation Sciences and Therapeutic Sciences)</b>			
	RSTE 413 N	\$ 20.00	\$ -	(28)
	RSTE 414N, 415N, 418N,423N,614N,615N, 618N,623N	\$ 5.00	\$ -	(28)
	RSTE 417 N	\$ 10.00	\$ -	(28)
	RSTE 421 N, 621N	\$ 30.00	\$ -	(28)
	RSTE 431N, 631N	\$ 130.00	\$ -	(28)
	MIT5 445T Comprehensive Seminar and Board Review	\$ -	\$ 10.00	(29)
	MIT5 645T Comprehensive Seminar & Board Review	\$ -	\$ 10.00	(29)
		\$ -		
Course Fees	<b>Medical Laboratory Science (formerly Clinical Laboratory Science)</b>			
	MLS 500	\$ 30.00	\$ 25.00	(30)
	MLS 511 & 552	\$ 20.00	\$ 5.00	(30)
	MLS Manual Fee - Fall Semester	\$ 130.00	\$ 40.00	(30)
	MLS Manual Fee - Spring Semester	\$ 45.00	\$ 15.00	(30)
	MLS Microscope Rental Fee - Fall Semester	\$ 35.00	\$ 40.00	(31)
	MLS Microscope Lab Supplies Fee - Fall Semester	\$ 240.00	\$ 280.00	(32)
Course Fees	<b>Medical Nutrition Education</b>			
	MNED 720	\$ 110.00	\$ 75.00	(33)
	MNED 722	\$ 30.00	\$ 235.00	(33)
	MNED 724 & 760	\$ 30.00	\$ -	(34)
	MNED 777 & 877	\$ 25.00	\$ 93.00	(35)
	MNED 779	\$ 167.00	\$ 462.00	(36)
	MNED 787 Nutrition Therapy & Nutrition Care Process	\$ -	\$ 93.00	(35)
	MNED 790 Capstone (per semester)	\$ 150.00	\$ 75.00	(37)
Course Fees	<b>Physical Therapy - PT 1's (Per Course)</b>			
	PHYT 550	\$ 12.50	\$ 9.50	(38)
Course Fees	<b>Physical Therapy - PT 2's (Per Course)</b>			
	PHYT 606	\$ 7.00	\$ 5.00	(39)
	PHYT 622	\$ 5.00	\$ -	(40)
	PHYT 650	\$ 10.00	\$ 7.00	(41)
Course Fees	<b>Physical Therapy - PT 3's (Per Course)</b>			
	PHYT 750, 751, 752	\$ 10.00	\$ 7.00	(42)
Course Fees	<b>Physician Assistant Education Phase I (Per Course)</b>			
	PHAS 620	\$ 20.00	\$ -	(43)
Course Fees	<b>Physician Assistant Education Phase II (Per Course)</b>			
	PHAS 700 (per semester)	\$ 267.00	\$ 178.00	(44)
<b>College of Dentistry</b>				
Course Fees	Dental Student Books & Instruments D1 Students	\$ 3,975.00	\$ 2,875.00	(45)
	Dental Hygiene Student Books & Instruments DH3 Students	\$ 1,900.00	\$ 1,030.00	(45)

University of Nebraska Medical Center Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018				
Fee Type	Course	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Medicine</b>				
	<b>Pathology/Microbiology</b>			
Course Fees	PAMM 690 Biology of Disease	\$ 45.00	\$ -	(46)
<b>College of Nursing</b>				
Course Fees	NRSG 386 W Leadership in Healthcare Outcomes	\$ 20.00	\$ 1,600.00	(47)
	NRSG 452 W	\$ 1,600.00	\$ 20.00	(47)
<b>College of Allied Health Professions</b>				
Laboratory Fees	PHYT 616	\$ 8.00	\$ 10.00	(48)
<b>College of Medicine</b>				
	<b>Genetics, Cell Biology &amp; Anatomy</b>			
Laboratory Fees	GCBA 812, 814, 830, 832, 908, & 924	\$ 111.00	\$ 117.00	(49)
	GCBA 825	\$ 166.00	\$ 174.00	(49)
	GCBA 826	\$ 111.00	\$ 174.00	(49)
	GCBA 909 & 913	\$ 1,654.00	\$ 1,737.00	(49)
	GCBA 910/920 - <b>Both Courses</b>	\$ 315.00	\$ 331.00	(49)
	Technology Fee-All Maters in Medical Anatomy (per year)	\$ 157.00	\$ 165.00	(49)
	GCBA/Anatomy for PAs & PTs (per year)	\$ 756.00	\$ 794.00	(49)
Laboratory Fees	M-ID 570 Structure Human Body MO1 - 1st Semester	\$ 756.00	\$ -	(50)
	M-ID 580 Neurosciences (per course)	\$ 111.00	\$ -	(50)
	M-ID 711 Anatomic Dissection	\$ 370.00	\$ 794.00	(49)
<b>College of Allied Health Professions</b>				
Miscellaneous Fees	CAHP Technology Fee PT1 Students	\$ 225.00	\$ -	(51)
	CAHP Technology Fee PA1 Students	\$ 225.00	\$ -	(51)
	CAHP Technology Fee MLS Students - previously named CLS	\$ 125.00	\$ 150.00	(52)
	CAHP Exam Soft Fee - All CAHP Students except PT3, PA2, and PA3	\$ 37.00	\$ -	(53)
<b>College of Dentistry</b>				
Miscellaneous Fees	DDS Deposit (non-refundable)	\$ 200.00	\$ 500.00	(54)
	Dental Hygiene (non-refundable)	\$ 200.00	\$ 300.00	(54)
	Application Fee - COD Dental Hygiene	\$ 50.00	\$ 60.00	(55)
	Application Fee - COD Undergrad-DDS	\$ 50.00	\$ 60.00	(55)
<b>College of Medicine</b>				
Miscellaneous Fees	COM Anatomy and Neuroanatomy Fee (First Year Only) 1st Semester- replaces courses M-ID 570 & 580	\$ -	\$ 911.00	(56)
<b>Additional Fees</b>				
Miscellaneous Fees	Copyright Fee	\$ 55.00	\$ -	(57)
Miscellaneous Fees	Doctoral Dissertation	\$ 65.00	\$ -	(58)
Miscellaneous Fees	Master's Thesis	\$ 55.00	\$ -	(58)
Miscellaneous Fees	Online Course Fee (per credit hour)	\$ 25.00	\$ 35.00	(59)

**University of Nebraska Medical Center**  
**Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Fee Type	Course	Current Fee 2016-2017	Proposed Fee 2017-2018
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- (28) Delete course fee. No longer active courses. RSTE 413N, 414N, 415N, 417N, 418N, 421N, 431N, 614N, 615N, 618N, 621N, 623N
- (29) MITS 445T & MITS 645T- Fee is added to cover the use of board exam materials.
- (30) MLS 500, 511, 552, MLS Manual Fee Fall & Spring Semester- Fee is being reduced because printing has decreased.
- (31) MLS Microscope Rental Fee (Fall Semester)- Yearly cleaning cost and replacement parts/repairs have increased.
- (32) MLS Microscope Lab Supplies Fee (Fall Semester)- Lab supplies have increased in cost.
- (33) MNED 720- Fee is being decreased because a portion of the fee is being moved to a different course (MNED 722) where it is more appropriate. This fee covers a white coat (\$40/student) and pager usage for 5 months. MNED 722- Fee is being increased because a portion of the fee is being moved from a different course (MNED 720). This fee covers registration for a professional meeting (\$200/student) and pager usage for 5 months (\$35/student).
- (34) MNED 724 & 760- Fee is being eliminated as it is no longer needed.
- (35) MNED 777, 787 & 877- Fee is being increased to cover the use of standardized patients.
- (36) MNED 779 Fee is being increased to cover a new exam study guide.
- (37) MNED 790 Capstone per Semester - Fee is being decreased because it is being split over two semesters instead of one.
- (38) PHYT 550- Fee is being decreased because an increase in the class size resulted in overall reduced cost per student.
- (39) PHYT 606- Fee is being decreased because of a decrease in printing for the course.
- (40) PHYT 622- Fee is being removed because the printing has been removed for the course and the fee is no longer necessary.
- (41) PHYT 650- Fee is being decreased because an increase in the class size resulted in overall reduced cost per student.
- (42) PHYT 750, 751, 752- Fee is being decreased because an increase in the class size resulted in overall reduced cost per student.
- (43) PHAS 620- Fee is being eliminated as it is no longer needed.
- (44) PHAS 700- Fee is being decreased because it is being split over three semesters instead of two. Students have three semesters of clinical clerkships.
- (45) Dental Student Books & Instruments, D1 Students & Dental Hygiene Student Books & Instruments, DH3 Students- Students will purchase books on their own.
- (46) PAMM 690- The program is going to online material and it will be eliminating the microscopes and the expenses associated with them.
- (47) NRSRG 386W Leadership in Healthcare Outcomes and NRSRG 452W. 386W fee is currently assessed in NRSRG 452W which is the last course in the RN-BSN Program. We propose moving 452W to NRSRG 386W. This course fee covers all three courses, (NRSRG 386W, 451W and 452W), but is assessed and payable upon registration for NRSRG 386W.
- (48) PHYT 616 -Fee is being increased to cover the increased number of standardized patients in the lab.
- (49) GCBA 812, 814, 825, 826, 830, 832, 908, 909, 910/920, 913, 924 Technology Fee-All Masters in Medical Anatomy, GCBA/Anatomy for PA's and PT's, and M-ID 711. The funds will be used to support the salaries, operating expenses, and supplies of the anatomy lab and to make GCBA 826 equitable with similar courses that use the same resources.
- (50) M-ID 570 and M-ID 580 is being replaced by COM Anatomy & Neuroanatomy Fee (first Year Only) 1st Semester. The funds will be used to support the salaries, operating expenses and supplies of the anatomy lab.
- (51) CAHP Technology Fee PT1 Students & CAHP Technology Fee PA1 Students,- Fee is being eliminated as an increased differential for this subset of students is no longer required.
- (52) CAHP Technology Fee MLS Students- Fee is being increased to include student access to web-based viewer.
- (53) CAHP Exam Soft Fee All CAHP Students except PT3, PA2, and PA3- Fee is being eliminated as ExamSoft was purchased by the entire campus so student fee is no longer needed.
- (54) DDS and Dental Hygiene Deposits (non-refundable)- To keep pace with our Big Ten peers. Newly admitted students at other Big Ten institutions pay an average of \$500 for a deposit. This will strengthen the financial commitment of the newly admitted students and decrease students who accept and then later decline our offer of admission.
- (55) COD Dental Hygiene & Undergrad Application Fees- This modest increase will keep pace with peer programs where the average application fee is \$60.00
- (56) COM Anatomy & Neuroanatomy Fee (first Year Only) 1st Semester- This fee replaces the following fees - M-ID 570 and M-ID 580. The funds will be used to support the salaries, operating expenses and supplies of the anatomy lab.
- (57) Copyright Fee-This fee is charged by the United States Copyright Office and it is paid directly to that office so this fee can be eliminated.
- (58) Doctoral Dissertation and Master's Thesis Fees- Students no longer have to submit dissertations or theses to ProQuest, so these fees can be eliminated.
- (59) The Online Course Fee (formerly Distance Education Fee) was last increased in 2007; at that time, the fee was increased from \$20 to \$25 per credit hour. During the last five academic years, online course credit hours earned by students who take all coursework online and those who take a combination of online and face-to-face courses has increased significantly. The costs of course development, faculty and student preparedness, instruction and compliance to accreditation standards also has continued to increase.

University of Nebraska at Omaha Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018				
Department	Course Number	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Arts and Sciences</b>				
Neuroscience	NEUR 4200 Advanced Neuroscience Laboratory	\$ -	\$ 90.00	(60)
<b>College of Business Administration</b>				
Business Administration	BSAD 8060 Essential Leadership Skills	\$ 25.00	moratorium for 2017-18 only	
Business Administration	BSAD 8800 Policy Planning and Strategy	\$ 30.00	moratorium for 2017-18 only	
Business Administration	BSAD 8880 Arts and the Executive	\$ 80.00	moratorium for 2017-18 only	
Finance and Banking	FNBK 3250 Principles of Financial Management (per semester)	\$ -	\$ 25.00	(61)
Finance and Banking	FNBK 3500 Financial Markets (per semester/per student)	\$ -	\$ 215.00	(62)
Management	MGMT 4480 CORP & BUS Strategy	\$ 25.00	moratorium for 2017-18 only	
Real Estate and Land Use Economics	RELU 4390 Real Estate Investments (per student)	\$ -	\$ 100.00	(63)
<b>College of Communication, Fine Arts and Media</b>				
Art and Art History	ART 1110 Foundation Drawing and Design: Three Dimensional Applications (per student in FY17 to per student/per semester in FY18)	\$ 25.00	\$ 150.00	(64)
Art and Art History	ART 3170 Digital Game Design (per student/per semester)	\$ -	\$ 100.00	(65)
Art and Art History	ART 4140 CGI: Computer Generated Imagery II (per student/per semester)	\$ -	\$ 100.00	(65)
Art and Art History	ART 4180: Advanced Digital Game Design (per student/ per semester)	\$ -	\$ 100.00	(65)
Communication Studies	CMST 1110 Public Speaking Fundamentals (per student/ per semester)	\$ -	\$ 5.00	(66)
Journalism and Mass Communications	JMC 2320 Video Field Production (per student/per semester)	\$ -	\$ 15.00	(67)
Journalism and Mass Communications	JMC 4460 Journalism and Media Communication Capstone II (per student/per semester)	\$ -	\$ 15.00	(67)
Journalism and Mass Communications	JMC 4040 Social Media Measurement and Management (per student/per semester)	\$ -	\$ 15.00	(67)
Journalism and Mass Communications	JMC 8046 Social Media Measurement and Management (per student/per semester)	\$ -	\$ 15.00	(67)
Theatre	THEA 1510 Stage Costume (per student/per semester)	\$ -	\$ 54.00	(68)
Theatre	THEA 1550 Costume and Makeup for Theatre (per student/per semester)	\$ -	\$ 65.00	(69)
Theatre	THEA 1610 Scenic Production Laboratory (per student/ per semester)	\$ -	\$ 15.00	(70)
Theatre	THEA 2510 Costume Patterning and Draping (per student/per semester)	\$ -	\$ 54.00	(71)
Writer's Workshop	WRWS 2600 Basic Screenwriting and Television Writing Studio (per student/per semester)	\$ -	\$ 18.00	(72)
Writer's Workshop	WRWS 3600 Intermediate Screenwriting Studio (per student/per semester)	\$ -	\$ 18.00	(72)
Writer's Workshop	WRWS 4600 Advanced Screenwriting Studio (per student/per semester)	\$ -	\$ 18.00	(72)

University of Nebraska at Omaha Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018				
Department	Course Number	Current Fee 2016-2017	Proposed Fee 2017-2018	
<b>College of Education</b>				
Counseling	COUN 8220 Counseling Practicum (per student)	\$ -	\$ 15.00	(73)
Counseling	COUN 8360 Group Therapy and Techniques (per student)	\$ -	\$ 200.00	(74)
Health Physical Education and Recreation	PE 4010 Laboratory Methods in Exercise Science (per student/per semester)	\$ -	\$ 40.00	(75)
Special Education and Communication Disorders	SPED 8500 Basic Clinical Practicum in Speech-Language Pathology (per student/per semester)	\$ -	\$ 50.00	(76)
<b>College of Information Science and Technology</b>				
Computer Science	BIOI 3500 Advanced Bioinformatics Programming (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CIST 1300 Introduction to Web Development (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CIST 1400 Introduction to Computer Programming (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CIST 1404 Introduction to Computer Programming Laboratory (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CIST 2500 Introduction to Applied Statistics for IS&T (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 1200 Computer Science Principles (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 1204 Computer Science Principles Laboratory (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 1620 Introduction to Computer Science II (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 2240 Introduction to Programming (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 2850 Programming on the Internet (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CSCI 3320 Data Structures (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CYBR 1100 Introduction to Information Security (per credit hour)	\$ -	\$ 10.00	(77)
Computer Science	CYBR 2250 Low-Level Programming (per credit hour)	\$ -	\$ 10.00	(77)
<b>Miscellaneous Fees</b>				
Academic and Student Affairs	Online Course Fee (per credit hour)	\$ 25.00	\$ 35.00	(78)
Academic and Student Affairs	Student Access and Success Fee (per semester)	\$ 88.30	\$ 92.95	(79)
College of Communication, Fine Arts and Media	Cultural Enrichment Fee (per student/per semester)	\$ 5.00	\$ 7.50	(80)
International Studies	International Student Fee (per semester)	\$ 26.25	\$ 27.56	(81)
Parking	Annual Permit Fee-surface (student)	\$ 260.00	\$ 285.00	
Parking	East Structure (student)	\$ 270.00	\$ 280.00	
Parking	Pacific Parking Structure (student)	\$ -	\$ 265.00	
Parking	West Structure (student)	\$ 255.00	\$ 265.00	

(60) NEUR 4200 is an upper-level, capstone laboratory course for ALL Neuroscience majors that seeks to introduce them to inquiry-based laboratory experiences. The specific laboratory experiences offered to students vary depending on the expertise and resources available to the instructor. Until now, resources have been provided using funds either from the instructor's home department or their individual (i.e., research) laboratory budgets. The Neuroscience program is interdisciplinary, currently lacks an operating budget, and the home department budgets of its faculty are already heavily committed. Since NEUR 4200 is a required capstone course for neuroscience majors, which currently number about 150, there have been funding challenges. For example, in the 2015-16 academic year, even though tech-fee funds were obtained and used to purchase ~\$25,000 worth of laboratory equipment, this equipment could not be fully utilized due to the lack of ~\$700. This resulted in significant alterations to the laboratory experienced provided to students. Therefore, a laboratory fee is requested to be able to provide for supplies for laboratory experiences over the long term and sustain this course's major role within the Neuroscience curriculum. Estimated enrollment/semester is 15 students.

**University of Nebraska at Omaha  
Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course Number	Current Fee 2016-2017	Proposed Fee 2017-2018
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(61) All BS in Business Administration majors must take FNBK 3250, which is a challenging course that historically has high withdrawal and failure rates. In response to the demanding rigor of the class and requests from Finance students, the Finance Lab was established with the goal of enhancing FNBK 3250 completion rates. The College of Business Administration funded the "pilot" of the Finance Lab beginning with the Summer 2016 semester; the lab has proven useful and successful, with many students utilizing the services and reporting better classroom performance as a result of using the Lab's services. The proposed fee of \$25 per FNBK 3250 enrollee will cover all costs associated with the Finance Lab. Annual enrollment: 475 students across all FNBK 3250 sections.

(62) The required textbook for FNBK 3500 is exclusively offered by a third party, Securities Training Corporation (STC). Students currently pay \$215 directly to STC for their textbooks and access to an online learning management system which provides progress quizzes, practice exams, and review content. We would like to add the lab fee so that students pay for their book and online access with the rest of their tuition/fees; therefore, they can use financial aid. STC does not work directly with school bookstores, and so the lab fee is the best option. Estimated enrollment/semester is 60 students.

(63) ARGUS Enterprise is an industry-standard application used for real estate asset management. The ARGUS Company offers the opportunity for universities to offer the certification class to students at the greatly-reduced rate of \$500/student. The \$500 includes a 6-month ARGUS Enterprise License, a Certification Guide, Prep Exam, and the Certification Exam. The UNO Real Estate Center will pay \$400 for each student who takes the course, leaving a \$100 student fee. It is anticipated that RELU 4390 will be taught once a year in the Spring. Estimated enrollment/semester is 10-15 students.

(64) 3D Design has been covered by a \$25 fee for 30 years. Costs of supplies, materials, equipment and additional expendables have been deferred to students and partially covered by the departmental budget. Student access to materials sold in large quantities and scale is limited. The introduction of more sophisticated technologies and new 3D Design practices requires students to be trained in a wider range of materials and technologies. A student fee of \$150 would adequately provide for the materials, tools and expendables necessary to conduct a quality 3D Design class. The proposed fee will allow the department to provide all materials, etc. to the student for the class, therefore streamlining the teaching process. Estimated enrollment/semester is 15 students.

(65) The Game Design track in the Media Arts concentration is the only game design program among all universities in Nebraska. This program, which includes six core courses (Art 3140, Art 3160, Art 3170, Art 4140, Art 4180, and Art 4190), has already attracted many digital generation students not only from media arts, but also from graphic design, computer science, music, and communication at UNO and local regions. The Media Arts concentration does not have any consistent/annual funding reserved from the Art and Art History unit to keep up with current gaming technology or even purchasing professional software. Also, Media Arts courses are not allowed to charge course/lab fees for updating the technology resources so as to enrich the student learning experience, while other studio art, art history, and graphic design concentrations call collect course/lab fees to do so. In the 21st century digital age, the traditional concept of materials for course/lab fee needs to be redefined and expanded to be applicable and beneficial for Media Arts/Game Design students. That is, art materials (brushes, ink, printing paper, art slides, etc.) for other studio art, graphic design, or art history are equivalent to a variety of digital media and technology (such as "paid" professional software, mobile devices, online services, video game titles, and gaming accessories...) for media arts. These digital media and technology are our "digital materials" in addition to computer desktops in the computer labs. Estimated enrollment/semester is 18 students.

(66) CMST 1110 is a general education course which requires the use of a Speech Center lab. The addition of this fee is vital to the continued success of this lab, which in turn, is vital to the continued development of the students taking Public Speaking Fundamentals. This lab fee would help provide necessary items for the success of the students, including, copy paper and toner; notebooks, pencils, books, cabinet keys, print shop costs; DVDs, microphones, DVD recorders, and display monitors; cameras, chairs, and headphones; replacement of overhead projector; and repairs to monitors and other equipment. Estimated enrollment/semester is 1,000 students.

(67) JMC 2320, JMC 4460, JMC 4040, and JMC 8046 have been held continuously in the School of Communication labs. Students in these courses use computers, printers, video cameras, audio, and other equipment, requiring the replacement of paper and toner and maintenance of the equipment. There is a fee attached to other courses using these same labs, but the courses listed above have not been added to the list of courses in which the existing \$15 lab fee has been charged to students. The addition of this fee to these courses is vital to the continued success of these labs, which in turn, is vital to the continued development of the students taking courses in these labs. Estimated enrollment/semester is 185 students.

(68) THEA 1510 is an experiential learning course, with many kinesthetic lessons, demos and projects that are required for students to develop the knowledge and understanding of terms, techniques, materials, machines and safety required in the construction of theatrical costumes. This lab fee helps cover the cost of in-class supplies such as fabric shears, fabric, and sewing notions required for projects executed within the class. It also helps defray the costs of maintaining classroom equipment such as sewing machines and sergers, department scissor and blade sharpening, general sewing notions and supplies, as well as materials needed to maintain proper safety. Estimated enrollment/semester is 14 students.

(69) THEA 1550 is an experiential learning course, with many kinesthetic lessons, demos and projects that are required for students to develop the knowledge and understanding of terms, techniques, materials, machines and safety required in the application of theatrical makeup. This lab fee helps cover the cost of in-class supplies such as makeup kits, applicators, casting materials, cleaning fluids and other supplies required for projects executed within the class. The majority of the fee covers the cost of a personalized makeup kit that the student then retains at the end of the class. Estimated enrollment/semester is 10 students.

(70) THEA 1610 is an introductory course to the areas of scenery in theatre that include tools, scenery construction, properties, scene painting, drafting, and model building. There are five projects in the course (wood working project that required two sheets of plywood; molding and casting project that uses molding and casting kits; series of scene painting exercises that require two cans of scene paint; drafting project that requires drafting paper and tape; and building scenic models project that requires two sheets of foam core and hobby knife blades). The fees only cover materials used by the entire class. Additional needs will be purchased by the individual students. Estimated enrollment/semester is 15 students.

(71) THEA 2510 is an experiential learning course, with many kinesthetic lessons, demos and projects that are required for students to develop a greater depth of knowledge and understanding of terms, techniques, materials, machines and safety required in the draping, patterning and construction of theatrical costumes. This lab fee helps cover the cost of in-class supplies such as fabric shears, fabric, sewing notions required for projects executed within the class. It also helps defray the costs of maintaining classroom equipment such as sewing machines and sergers, department scissor and blade sharpening, general sewing notions and supplies, as well as materials needed to maintain proper safety. Estimated enrollment/semester is 5 students.

(72) This fee applies to WRWS 2600, 3600, and 4600. Screenwriting students will attend screenings at Film Streams three times per semester. Each movie costs \$6 (student group rate) for a total of \$18 for the semester. Estimated enrollment/semester is 20 students.

(73) Currently, the Counseling Department operates an in-house Community Counseling Clinic; it is a requirement by CACREP accreditation that graduate students complete 700 hours of clinical experience with 280 of those hours being direct client contact. The department based Community Counseling Clinic provides students with a clinical experience that has direct supervision from a licensed clinical coordinator on site. In order to provide this opportunity to the students, a licensed clinical coordinator is hired to staff the clinic during clinical sessions. There also are operational costs incurred which include telephone and other miscellaneous office supplies. These costs are shared with COUN 8360, which is required of all Counseling majors. Estimated enrollment/semester is 12 students.



**University of Nebraska at Omaha  
Laboratory, Student, and Miscellaneous Fee Changes for 2017-2018**

Department	Course Number	Current Fee 2016-2017	Proposed Fee 2017-2018
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(74) Currently, the Counseling Department offers a Group Counseling experience to students through the Community Counseling Clinic. All students admitted to the Clinical Mental Health Counseling, School Counseling and the Student Affairs programs are required to participate in a group experience. Currently, the students may attend a 10-hour private counseling group session and that cost to the student is \$200 or more. Proving the Group Experience through the Community Counseling Clinic will reduce the educational costs of the Counseling students and ensure that all students receive a quality experience. These sessions must be run by a licensed mental health professional; moving these to the in-house Counseling Clinic will help offset the operational costs of the clinic. In order to provide this opportunity to our students, a clinical coordinator is hired to staff the clinic during clinical sessions. There also are operational costs incurred which include telephone and other miscellaneous office supplies. These costs also are shared with COUN 8220. Estimated enrollment/semester is 9-10 students.

(75) The cost of the supplies for PE 4010/8016 has come out of the School of HPER general operating budget for the past 20 years. As the cost of these supplies has increased, it has put a strain on the HPER budget and the School can no longer afford to subsidize these costs. This is a six credit hour course that is required by all students majoring in Physical Education with a concentration in exercise science and those in Athletic Training. In the last three years, the School of HPER has had a 9% increase in the number of majors requiring this course, and all indications are that this enrollment gain will continue. Metabolic cart supplies; body comp supplies; cardio-pulmonary supplies; and blood metabolites are expendable items needed for the students to be able to complete the various labs required for this course. This fee will allow the School to continue to offer valuable hands-on experience relative to exercise testing. Estimated enrollment/semester is 35.

(76) Graduate Students in speech-language pathology are enrolled in three on-campus clinical experiences. During these experiences, student clinicians are required to administer diagnostics that utilize test record forms that can only be used once and are copyrighted. In addition, test kits and other consumable supplies are utilized for clinic sessions. These costs vary by each client; however, these regularly include copies, paper, tissues, etc. along with the yearly fee for CALIPSO (web-based clinic application manager) and the calibration of equipment. Prior to Fall 2016, the clinic charged clients a nominal fee for services which assisted in supporting the supplies necessary for the clinic. A new ASHA interpretation of the Medicare guidelines has resulted in clinics being unable to charge fees and serve Medicare clients. In order for our students to have a range of experiences, we need to continue to serve Medicare clients. Estimated enrollment/semester is 60 students.

(77) The College of IS&T provides zero credit labs and hands-on tutoring services to students who take the following classes in the college: CSCI 1200/1204; CIST 1300; CIST 1400/1404; CSCI 1620; CSCI 3320; CSCI 2240; CSCI 2850/ CIST 2500; CYBR 1100 CYBR 2250; and BIOI 3500. We currently pay the costs for a Director, student (peer) tutors, and computer equipment in the lab. Enrollment in the College of IS&T has increased by 50% in the past five years. There has been an enormous demand for programming related tutoring and lab services which has come to a head after the college received a grant to establish a CS learning center to support students in some of the critical and challenging classes in the curriculum. Since the cost of current services are supported by the college and through this time-limited grant, a fee is the only recourse to generate funds to continue to support similar services. In addition, given these resources, we hope to scale up the number of tutors and their availability while also expanding and equipping the space needed for the lab. Estimated enrollment/semester is 4,500 students.

(78) The Online Course Fee (formerly Distance Education Fee) was last increased in 2007; at that time, the fee was increased from \$20 to \$25 per credit hour. During the last five academic years, online course credit hours earned by students who take all coursework online and those who take a combination of online and face-to-face courses has increased significantly. The costs of course development, faculty and student preparedness, instruction and compliance to accreditation standards also has continued to increase.

(79) In 2014-2015, the New Student Enrollment Fee and the Enrollment Services Fee was eliminated and the Student Access and Success Fee was created. The restructured fee dramatically decreased the costs for students in the first semester and for summer only enrollments. Additionally, students completing their degrees in four years or less pay less overall with the Student Access and Success Fee than they did with the two former fees. The fee is critical to UNO's strategic enrollment plan with a focus on recruitment and retention. Programs and staff partially supported by the fee include student enrollment services, student information system, marketing, testing, and orientation. Since the inception of the fee, annual increases have been limited to expected increases for salary and benefits. For 2017-2018, the increase will cover anticipated 1.5% salary pool, increases in retirement/FICA/Life Insurance, and health insurance as well as necessary enhancements for accessibility services and recruitment and retention in undergraduate and graduate student services.

(80) The Cultural Enrichment Fee should be raised for the following reasons: 1) a modest request of \$7.50 would provide necessary additional resources to support the productions, recitals, exhibits and speakers that are available without additional charge to all UNO students; 2) a cursory review of other universities with cultural fees found that most if not all of those fees were more than the current UNO fee; 3) a majority of those universities used maintenance of equipment and the venue as a reason for the fee, along with attracting more events. In some cases, universities actually charged two fees — one for event planning and a second for venue maintenance; and 4) our costs have risen in eight years. That fact, combined with maintenance work that must be done and yet was not accounted for in the original proposal, moves UNO further behind than was envisioned when the fee was originally proposed.

(81) International Programs is requesting an increase of 5% in the International Student Fee, raising the fee from \$26.25 to \$27.56. This fee increase will help support student services and student activities, both of which have increased in 2016-2017 and will continue to grow. It is estimated that this will provide an additional \$3800 in funds for 2017-2018. As New Student Orientation for international students has received increase support from Student Affairs, several support services have been added, include additional paid meals for students and guest meal cards. The addition of the \$10 guest card for each student alone has increased the annual budget need by \$3000. Additional meals throughout welcome week have increased the need by another \$4,500. Fees paid by continuing international students also support important activities for students, including cultural visits around Omaha, Nebraska Neighbors visits to regional communities, on-campus events, such as Café International and Conversation and Culture Hour, and activities in collaboration with Student Affairs, such as trips to Maverick sporting events. These costs increase annually and as the number of activities grow, as well as the cost of the staff support for these activities and other student support services.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Revisions to rules and regulations for faculty and student self-government organizations

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 and are attached for your information:

- April 2017 Amendments to the *Bylaws of the Faculty of the University of Nebraska Medical Center*

REPORTED BY:   
Carmen K. Maurer  
Corporation Secretary

DATE: May 9, 2017

March 15, 2013 April XX, 2017

Bylaws of the Faculty  
of the  
University of Nebraska Medical Center

ARTICLE I  
Purpose

The purpose of these Bylaws is to establish the organizational structure and rules of procedure by which the faculty of the University of Nebraska Medical Center (UNMC) will participate in the academic governance process, as provided in Section 2.12 and 2.12.1 of the *Bylaws of the Board of Regents of the University of Nebraska*.

ARTICLE II  
Definitions

Section 1. Faculty. All individuals duly appointed to ~~Medical Center~~UNMC faculty positions by the Board of Regents shall be represented through the organizational structure and procedures set forth in these Bylaws.

Section 2. Voting Faculty. The privilege of voting in ~~Medical Center~~UNMC faculty elections, referenda, and meetings shall be extended to full-time faculty members (1.00 FTE) at the ranks of Instructor, Assistant Professor, Associate Professor, or Professor. Full-time faculty include faculty members with part-time UNMC appointments supplemented by a Veterans Administration Hospital appointment to equal 1.00 FTE. Individuals with a .50 FTE or greater faculty appointment and the remaining FTE as Managerial-Professional are voting faculty (must equal 1.0 FTE.). This provision does not include volunteer or courtesy appointments.

Section 3. Alternates. For the purposes of these Bylaws, alternates are persons elected to fulfill the term of a vacant senate seat. Alternates may not serve as proxies for meeting attendance or voting.

Section 4. Major Academic Unit and other faculty Representation. For the purposes of these Bylaws, "major academic unit" shall be interpreted to mean a formally established College, School, or Institute in which faculty appointments are authorized. The faculty members of a School will participate in the academic governance process through its own "major academic unit," and under this definition will not be considered to be voting faculty members of the College within which the School exists.

For ~~the purpose~~ purposes of these Bylaws, "other faculty" shall be as defined in Article V, Section 2.

Since the Graduate College faculty members on the UNMC campus all hold faculty rank in a major academic unit, they shall be represented through these units and shall not qualify as a major academic unit or other faculty.

Section 5. Academic Year. For the purpose of these Bylaws, "academic year" shall be interpreted to mean a nine-month period commencing on September 1 and terminating on May 31.

ARTICLE III  
Organization

Section 1. UNMC Faculty. The authority of the UNMC faculty resides in the voting faculty as a whole, but this authority will usually be delegated to the Faculty Senate which shall be elected by the voting faculty in accordance with these Bylaws. The voting faculty may submit any issue over which the faculty has jurisdiction to a referendum of the entire voting faculty, following the procedures specified in Article IV. The adoption of a referendum by the voting faculty as a whole shall supersede any action taken by the Faculty Senate.

Section 2. Faculty Senate. The UNMC faculty shall elect a body of representatives, which shall be known as the Faculty Senate of the University of Nebraska Medical Center. The Faculty Senate shall serve as a governing body empowered to represent the UNMC faculty in matters of concern to all major academic units or other faculty or to matters of concern to more than one major academic unit or other faculty. The Faculty Senate shall be governed by these Bylaws and by the *Bylaws of the Board of Regents of the University of Nebraska*. Nothing in these Bylaws shall be construed to be in conflict with any applicable law or with the *Bylaws of the Board of Regents*.

#### ARTICLE IV UNMC General Faculty Meetings

Section 1. Annual Meeting. A UNMC general faculty meeting shall be called annually prior to the Spring Commencement Exercises. The officers of the Faculty Senate shall report on the activities of the Senate during the prior year and shall conduct such other business as is scheduled to come before the group.

Section 2. Special Meetings. Special meetings of the UNMC general faculty may be called: (a) by vote of the Faculty Senate, or (b) upon the written request of twenty-five voting faculty members.

Section 3. Presiding Officer. The President of the Faculty Senate shall preside at all meetings of the UNMC general faculty. In the absence of the President, the Vice President or another officer of the Senate will preside.

Section 4. Quorum. A quorum of ten percent of all voting faculty members must be present at a UNMC general faculty meeting in order to transact business legally.

Section 5. Authority. The decision-making authority of those assembled at a UNMC general faculty meeting shall be limited to the origination of a referendum.

Section 6. Voting at Meetings. A motion to conduct a referendum will be considered passed if approved by two-thirds of the votes cast in person by voting faculty members.

Section 7. Voting in Referenda. The preparation of ballots and the supervision of the voting process for duly initiated faculty referenda shall be the responsibility of the Faculty Senate's Standing Committee on Membership and Elections. A referendum shall be considered adopted by the faculty when approved by a majority of the legal votes cast by the voting faculty of ~~UNMC, the Medical Center.~~

Section 8. Rules of Order. Meetings will be conducted in accordance with the current edition of the Sturgis Standard Code of Parliamentary Procedure. The Faculty Senate Parliamentarian will serve as Parliamentarian at UNMC general faculty meetings.

#### ARTICLE V Faculty Senate Composition

Section 1. Major Academic Unit Representation. Each major academic unit shall elect one senator for every 25 voting faculty members, or major fraction thereof, in accordance with the procedures set forth in Article VI. In no case, however, will a major academic unit be represented by fewer than two

senators. Each major academic unit shall also elect one alternate senator for every five senators to fill vacant seats as defined in Article VI, Section 8.

Section 2. Other Faculty Representation. UNMC faculty members whose academic appointments are not in one of the major academic units will be grouped together for the purpose of electing representatives. This group shall elect one senator for every 25 voting faculty members, or major fraction thereof, in accordance with the procedures set forth in Article VI.

## ARTICLE VI Election of Senators

Section 1. Eligibility for Election. Only voting faculty members who have served on the UNMC faculty for one academic year or more are eligible for election to the Senate. Chancellors, Vice Chancellors, Associate Vice Chancellors, Assistant Vice Chancellors, Deans, Associate Deans, Assistant Deans, Institute Directors, and ~~Department Chairs~~ ~~Departmental Chairpersons~~ are ineligible for election to the Senate. If an elected Faculty Senate member is appointed to one of these positions at UNMC, such Senator shall resign from the Senate and the vacancy shall be filled as described in Article VI, Section 8. Persons serving in an interim or acting capacity in the above positions may continue to serve on the Senate.

Section 2. Terms of Service. Senators will be elected to three-year terms, commencing on June 1 of the year of election.

Section 3. Re-election. Senators shall be eligible for re-election.

Section 4. Nominations. Each major academic unit ~~or~~ shall establish its own process for securing nominees for election to the Faculty Senate in accordance with the guidelines established by the Faculty Senate's Standing Committee of Membership and Elections. The Office of the Vice Chancellor for Academic Affairs will coordinate the nomination process of ~~those other~~ faculty members ~~not assigned to a major academic unit, or are other faculty.~~

The list of nominees from each unit must be submitted to the Standing Committee on Memberships and Elections in accordance with the schedule provided in Article VI, Section 7, and must contain exactly twice as many candidates as there are senate seats to be filled. The Standing Committee on Membership and Elections will then verify eligibility of the nominees and prepare the official ballot for each unit.

Section 5. Eligibility to Vote. Only those faculty members defined as "voting faculty" in Article II, Section 2, shall be eligible to vote in Faculty Senate elections. The Faculty Senate's Standing Committee on Membership and Elections shall approve the list of eligible voters prior to each election, and this list shall serve as the basis for determining the number of representatives that each unit shall have in the Faculty Senate. The list of eligible voters shall not include faculty members who are on unpaid leaves~~ss~~ of absence.

Section 6. Elections. The official ballots for each major academic unit and other faculty will list only those senate nominees from that unit. Each voting faculty member shall receive only one ballot and that ballot shall be for the major academic unit or other faculty, in which his/her primary academic appointment is based. The individuals receiving the highest number of votes fill the vacant senate seats. The individuals receiving the next highest number of votes after filling the vacant senate seats shall be declared the Alternate member(s) from the respective major academic unit as described in Article V, Section 1 ~~or~~ other faculty as described in Article V, Section 2.

Section 7. Schedule of Nominations and Elections. In the spring of each year, the Faculty Senate's Standing Committee on Membership and Elections shall initiate and supervise the following regular election activities which shall occur on or before the indicated dates:

Call for nominations	April 5
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Close of nominations	April 20
Distribute official ballots	May 1
Close of balloting	May 15
Notification of results	May 20

While this schedule of activities may be completed prior to the indicated dates, in no case shall the period between the call for nominations and the close of nominations be less than 15 days, and in no case shall the period between the distribution of ballots and the close of balloting be less than 14 days.

Section 8. Elections to Fill Vacant Seats. If a senator is absent for four regular meetings of the Senate during an academic year, terminates his/her faculty appointment, or resigns from the Senate, the President of the Senate shall declare the seat vacant and fill that seat with the elected alternate from that unit. If no alternate is available, within thirty days, the Faculty Senate President shall order a special election to fill the unexpired term. If a special election is required, it shall be conducted in a manner similar to the annual election including all steps outlined above (Article VI, Section 7) under a time-table to be set by the President of the Senate.

ARTICLE VII  
Organization of the Senate

~~Section 1. Officers. Organization for the next academic year shall occur at the June meeting of the Faculty Senate. At this meeting the Senate will elect from its membership a Vice-President and Secretary/Treasurer. The Vice President will be the President-elect of the Faculty Senate. The terms of service for each of these officers shall commence immediately after the election and continue until the June meeting in the following year, at which time the Vice President will assume the position of President. The Immediate Past President will continue to serve as an officer of the Faculty Senate~~

Section 1. Officers. Organization of the Senate shall occur at the June meeting of the Faculty Senate each year. At this meeting the Senate will elect from its membership a Vice-President/President-elect and Secretary/Treasurer. The one year term of service for each of the officers shall commence immediately after the election and continue until the June meeting in the following year. Upon completion of the term as Vice-President/President-elect this senator becomes the President of the Senate for the upcoming year. The outgoing President shall become the Immediate Past President and serve as an officer for one year of the Faculty Senate.

Section 2. Duties and Special Terms of Officers. The President shall preside at all Faculty Senate meetings and at all UNMC faculty meetings and shall exercise the following administrative duties:

1. Supervise all activities that are undertaken by, or on behalf of, the Senate.
2. Represent and speak for the Senate in dealings with University Administration, with the Board of Regents, with other organizations, and with the public.
3. Appoint and charge committees.
4. Sign letters and documents necessary to carry out the will of the Senate.

~~The Vice President shall assume the duties of the President in case of the absence or incapacity of the President and shall become President on the death, resignation, or permanent incapacity of the President. The Vice President shall also assist the President in fulfilling the administrative duties of that office.~~

The Vice President/President-elect is a member of the Faculty Senate Executive Committee. Vice President shall assume the duties of the President in case of absence or incapacity of the President and shall become President on the death, resignation, or permanent incapacity of the President. The Vice President/President-elect shall also assist the President in fulfilling the administrative duties of that office.

Vice President/President-elect shall be encouraged to attend the Board of Regent meeting with the President.

The Immediate Past President shall assist and provide counsel to the incoming President and newly elected Vice President/President-elect.

~~The Immediate Past President shall assist and provide counsel to the President and Vice President.~~

~~The President-Elect shall join the Executive Committee and shall be encouraged to attend the Board of Regents meetings along with the President.~~

The Secretary/Treasurer shall maintain an accurate set of minutes reflecting the proceedings of the Faculty Senate and UNMC faculty meetings and shall preserve all records, reports, and official documents of the organization. ~~The Secretary/Treasurer shall also be responsible for the collection and expenditure of all funds of the Senate which shall be deposited in and expended from a UNMC account specially designated for the Faculty Senate.~~

If necessary, the elected term of the Vice President, President, or Immediate Past President shall automatically extend as a senator until the expiration of service as Immediate Past President.

Section 3. Parliamentarian. By the second Faculty Senate meeting after June 1, the newly elected President shall appoint a Parliamentarian, subject to confirmation by a vote of the Senate. The Parliamentarian's responsibilities shall commence immediately after the appointment is confirmed and continue until a new Parliamentarian is confirmed. The Parliamentarian need not be a member of the Senate and may be reappointed to successive terms without limit.

The Parliamentarian shall aid the presiding officers and members of the Senate by being a source of information on parliamentary procedure. All rulings on matters of parliamentary procedure shall be made by the presiding officers.

Section 4. Committees. There shall be a standing committee on membership and elections charged to carry out the duties assigned in Articles IV and VI of these Bylaws and to complete such other tasks as are assigned by the President or the Senate. This committee shall consist of three members appointed annually by the newly-elected President and drawn from the Senate.

Other standing committees may be established by vote of the Senate, in which case they shall continue until such time as the Senate votes to eliminate them. In establishing standing committees, the Senate must specify the name, method of selecting members, usual duties, terms of office, and requirements for reports. Standing committees established by the Senate are listed in Appendix to the Faculty Bylaws. An ad hoc committee to review the Bylaws will be appointed by the President at least every four years. The President may appoint additional ad hoc committees to perform specific assignments.

Unless a committee's membership is specifically restricted to senators, any voting member of the UNMC faculty may be appointed to serve a term on a standing Faculty Senate committee.

The Executive Committee shall consist of the officers of the Senate (President, Vice President, Immediate Past President, and Secretary/Treasurer) and additional members selected from the Faculty Senate such that each major academic unit and other faculty are represented in the committee membership. The Executive Committee prepares the agenda for Senate meetings, coordinates the activities of standing and ad hoc committees, and plans and coordinates such other activities as may be required. The Executive Committee shall be empowered to make decisions in the name of the Senate when immediacy demands such action and the Senate is unable to assemble a quorum to consider the issue. The quorum and voting requirements reflected in Article VIII, Sections 4 and 65 will be used when the Executive Committee makes decisions in the name of the Senate. All decisions taken under this grant of authority must be presented to the Senate at its next regular meeting and a motion of approval voted upon.

Section 5. Representation on Senior Administrative Advisory Committees. Senior administrative officers shall be defined as vice chancellors or academic administrators who report directly to the Chancellor such as deans, directors, or equivalent administrators. In the event of a vacancy of a senior administrative

office, the appointing officer will inform the President of the Faculty Senate who will, with the advice of the Senate, submit a list of names which is at least twice the number of representatives to be chosen there from. As specified in amended Section 2.1.c of the *Bylaws of the Board of Regents of the University of Nebraska* (~~December 10, 1994~~October 18, 1991) the appointing officer shall appoint Faculty Senate representation from the list submitted.

## ARTICLE VIII Faculty Senate Meetings

Section 1. Regular Meetings. The Faculty Senate shall hold a regular meeting at a stated time in June and during each month of the academic year. No item of new business will be acted upon during a regular meeting unless it has been previously noted. Previous notation shall be constituted as: presentation at a prior meeting; or distribution to each senator at least five working days prior to the meeting; or inclusion on the agenda for the meeting. Five working days prior to each regular meeting, an agenda including all known items of business to be brought before the Senate will be prepared and distributed to each senator along with supporting documents. Action upon new business brought forward on the floor during a meeting will be postponed until a future designated meeting. Under extraordinary circumstances requiring prompt action by the Senate, this rule may be suspended.

Section 2. Special Meetings. The President will call a special meeting of the Faculty Senate when he/she deems such a meeting to be necessary or when requested to do so by the Chancellor of UNMC ~~the Medical Center~~ or by seven or more members of the Senate. An effort shall be made to post an agenda 24 hours in advance of any special meeting that is called.

Section 3. Open Meetings. All meetings of the Faculty Senate shall be open to anyone desiring to attend with the exception that executive sessions of the Senate may be called by a two-thirds vote of the senators present.

Section 4. Quorum. A quorum of sixty percent of all senators must be present to take official action on matters brought before the group.

Section 5. Tele-technology. Senators may attend regular and special meetings of Faculty Senate using tele-technologies that allow for two-way communication between the originating site and the remote location from which they are attending.

Section 6. Voting Requirements. A two-thirds vote of the senators present at a meeting and voting shall be required to pass main motions, subsidiary motions, and privileged motions. For those attending by tele-technology, the roll shall be called unless provision for a secret ballot has been made. Voting by proxy shall not be permitted. The requirements for a two-thirds vote of the members present and voting shall not apply in the election of Faculty Senate officers, votes to confirm appointments by the President or to establish standing committees, and appeals from the decision of the Chair. These matters shall be decided by a majority of the votes cast.

Section 7. Rules of Order. Meetings will be conducted in accordance with the Sturgis Standard Code of Parliamentary Procedure.

## ARTICLE IX Amendments

Section 1. Initiation. Amendments to the Bylaws may be initiated by the Faculty Senate, or by an assembly of UNMC faculty members called in accordance with the provisions of Article IV of these Bylaws. Proposals to amend the Bylaws may be introduced at any regularly scheduled meeting of the Faculty Senate, but action on such proposals shall be deferred until the next regularly scheduled meeting at which time an open hearing will be held on the proposed amendments. Proposals to amend the Bylaws may be introduced at a meeting of the UNMC faculty if a formal notice of the proposed amendments is included in the call for the



meeting. A request to include such a notice in the call for the meeting must be supported by a written petition bearing the signatures of 25 voting members of the UNMC faculty. The procedures for the initiation of referenda specified in Article IV shall apply to any Bylaws amendments proposed at a UNMC faculty meeting.

Section 2. Approval. Amendments to these Bylaws initiated under the provisions of Article IX, Section 1, shall be submitted to the voting faculty of ~~UNMCthe Medical Center~~ for approval or rejection by secret ballot. If approved by a majority of the legal votes cast, the amendments will be filed by the Corporation Secretary for report to the Board of Regents. ~~forwarded to the Chancellor who will transmit them to the President of the University and the Board of Regents. Bylaws amendments become effective upon approval by the Board of Regents.~~

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October 20, 1978, copy (with provisions of acceptance and initial implementation noted in italics) approved by the full-time faculty of the University of Nebraska Medical Center on November 3, 1978, and approved by the Board of Regents of the University of Nebraska on November 10, 1978.

January 23, 1979, copy (with provisions of acceptance and initial implementation deleted) approved by the University of Nebraska Medical Center Faculty Senate on January 23, 1979, and reported to the Board of Regents on February 10, 1979.

April 13, 1983, copy approved by the University of Nebraska Medical Center Faculty Senate on April 13, 1983, and approved by the Board of Regents of the University of Nebraska on July 23, 1983.

January 14, 1985, copy approved by the University of Nebraska Medical Center Faculty Senate on January 14, 1985, and approved by the Board of Regents of the University of Nebraska on June 8, 1985.

December 1, 1986, copy approved by the University of Nebraska Medical Center Faculty Senate on December 1, 1986, and approved by the Board of Regents of the University of Nebraska on April 11, 1987.

June 6, 1988, copy approved by the University of Nebraska Medical Center Faculty Senate on May 2, 1988 and June 6, 1988, and approved by the Board of Regents of the University of Nebraska on September 2, 1988.

October 3, 1988, copy approved by the University of Nebraska Medical Center Faculty Senate on October 3, 1988, and approved by the Board of Regents of the University of Nebraska on January 14, 1989.

May 4, 1992, copy approved by the University of Nebraska Medical Center Faculty Senate on May 4, 1992 and approved by the Board of Regents of the University of Nebraska on July 11, 1992.

May 3, 1993, copy approved by the University of Nebraska Medical Center Faculty Senate on May 3, 1993 and approved by the Board of Regents of the University of Nebraska on October 15, 1993.

March 4, 1996, copy approved by the University of Nebraska Medical Center Faculty Senate on March 4, 1996 and approved by the Board of Regents of the University of Nebraska on June 1, 1996.

April 3, 2000, copy approved by the University of Nebraska Medical Center Faculty Senate on April 3, 2000 and approved by the Board of Regents of the University of Nebraska on June 16, 2000.

November 5, 2001, copy approved by the University of Nebraska Medical Center Faculty Senate on November 5, 2001 and approved by the Board of Regents of the University of Nebraska on August 30, 2002.

December 5, 2005, copy approved by the University of Nebraska Medical Center Faculty Senate on December 5, 2005 and approved by the Board of Regents of the University of Nebraska on March 3, 2006.

May 5, 2008, copy (with provisions of acceptance and initial implementation noted in red) approved by the full-time faculty of the University of Nebraska Medical Center on June 10, 2008, and approved by the Board of Regents of the University of Nebraska on September 5, 2008.

June 6, 2011, copy (with provisions of acceptance and initial implementation noted in red) approved by the full-time faculty of the University of Nebraska Medical Center on September 8, 2011; approved by the General Counsel of the University of Nebraska on September 27, 2011; and reported to the Board of Regents of the University of Nebraska on October 28, 2011.

February 14, 2013, copy (with provisions of acceptance and initial implementation noted in red) approved by the full-time faculty of the University of Nebraska Medical Center on February 22, 2013; approved by the General Counsel of

the University of Nebraska on March 5, 2013; and reported to the Board of Regents of the University of Nebraska on March 15, 2013.

June 2013, copy (with provisions of acceptance and initial implementation noted in red) approved by the full-time faculty of the University of Nebraska Medical Center on February 22, 2013; approved by the General Counsel of the University of Nebraska on February 26, 2013; and reported to the Board of Regents of the University of Nebraska on March 15, 2013.

**Appendix to the Faculty Bylaws**  
~~March 2013~~ **March 2017**

**UNMC FACULTY SENATE**  
**STANDING COMMITTEES**

**ACADEMIC FREEDOM AND TENURE COMMITTEE (AF&TC)** (specified in Section 4.14 of *Bylaws of the Board of Regents*):

**Responsibilities** (Section 4.14.2 *Bylaws of the Board of Regents*):

- a) The committee shall draft rules or procedures not inconsistent with these *Bylaws* for the prompt, orderly, and fair hearing of all complaints filed with the committee. Said rules shall be submitted to the Board and when approved or modified, after notice and hearing, shall constitute a part of the Rules of the Board.
- b) The committee shall consider any complaint filed by any member of the professional staff alleging any grievance that constitutes an allegation that action taken, or threatened, violates the complainant's academic freedom or academic tenure.
- c) The committee shall consider a complaint filed against any member of the faculty seeking to terminate his or her Continuous Appointment, his or her Appointment for a Specific Term prior to the termination date stated in the appointment, his or her Special Appointment as a faculty member prior to its termination date, or his or her Health Professions Appointment prior to the end of its stated term.

**Membership:**

Five members and one alternate member, with no more than one representative from each major academic unit, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

**GRIEVANCE COMMITTEE (GC)** (authorized in Section 4.13 of *Bylaws of the Board of Regents*):

**Responsibilities** (Section 4.13.2, *Bylaws of the Board of Regents*):

- a) To draft rules of procedure for the orderly and fair handling of grievances by the Committee, which rules shall become effective after notice and hearing when approved or modified by the Board, and upon approval, shall be effective as a part of the Rules of the Board.
- b) To consider a complaint filed by any faculty member alleging any grievance.
- c) To seek to settle the grievance by informal methods of adjustment and settlement, either itself or by using the services of any officer or body directed to settle grievances and disputes by mediation, conciliation, or other informal methods.
- d) To proceed, if informal methods fail to resolve the matter satisfactorily, with further proceedings, to be conducted in accordance with the Rules of Procedure approved by the Board.

**Membership:**

Five members and one alternate member, with no more than one representative from each major academic unit, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

**PROFESSIONAL CONDUCT COMMITTEE (PCC)** (authorized in Section 4.15 of *Bylaws of the Board of Regents*):

**Responsibilities** (Section 4.15.2 *Bylaws of the Board of Regents*):

- a) To receive complaints from any person charging a member of the professional staff with professional misconduct.
- b) To investigate the facts relevant to the charge and to make factual determinations. Said investigation shall include advising the affected party of the charge, hearing his or her response, and considering any evidence produced by such party.
- c) To conclude whether there are reasonable grounds to believe that the person against whom the charge is directed committed acts which amount to professional misconduct.
- d) To advise the person filing the charge, and any other appropriate person or groups, of the committee's conclusion and factual findings.
- e) To recommend to the appropriate University Officer or group, whether action should be taken with respect to the charge, and the nature of such action.

**Membership:**

Five members and one alternate member, with no more than one representative from each major academic unit, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

**CONCILIATION COMMITTEE**

**Responsibility:**

To assign complaints to the proper Faculty Governance Committee.

**Membership:**

The three chairpersons for the UNMC Academic Freedom and Tenure Committee, the UNMC Faculty Grievance Committee, and the UNMC Faculty Professional Conduct Committee will simultaneously serve on the Complaint Coordinating Committee.

**FACULTY SENATE EXECUTIVE COMMITTEE:**

**Responsibilities:**

To prepare the agenda for Senate meetings, coordinate the activities of standing and ad hoc committees, and plan and coordinate such other activities as may be required. The committee is empowered to make decisions in the name of the Senate when immediacy demands such action and the Senate is unable to assemble a quorum to consider the issue. The committee will report decisions taken under this grant of authority and present them to the Senate at its next regular meeting and a motion of approval will be voted upon.

**Membership:**

The four UNMC Faculty Senate Officers (President, Immediate Past President, Vice President and Secretary/Treasurer) are ~~ex-officio~~ members. Additional members are selected from the Faculty Senate by the UNMC Faculty Senate President such that each major academic unit and other faculty are represented in the committee membership. The selections are confirmed by the Faculty Senate.

**INTELLECTUAL PROPERTY COMMITTEE (IPC)\*****Responsibilities:**

- a) To review, upon request from a faculty member, Dean, Director, or Vice Chancellor the facts and circumstances surrounding any particular interpretation of the University Intellectual Property Policy.
- b) To submit a recommendation to the Vice Chancellor and Chancellor following the requested review.
- c) To review the policy for the orderly and fair handling of intellectual property ownership annually and, when appropriate, to make recommendations for changes to the Chancellor.

**Membership:**

Five or more members, with no more than one representative from each major academic unit and other faculty, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

\*Intellectual property is defined by Board of Regents' ~~By-laws in their~~ Policy 4.4.1 and for purposes of this committee does not include Patents which are covered by Board of Regents' By-laws ~~policy~~ 3.10 and Board of Regent's 3.2.7 and Policy 4.4.2, and 3.2.7.

**LIBRARY ADVISORY COMMITTEE****Responsibilities**

- a) Advise the library on policies governing the development and delivery of information services at UNMC.
- b) Advise the library regarding the use of available funds for ~~Develop criteria to guide the investment of available funds in~~ information resources.
- c) Advocate with University of Nebraska and UNMC ~~and Medical Center~~ administration for the information needs of UNMC faculty, staff, and students.

**Membership**

Five or more members, with no more than one representative from each major academic unit and other faculty, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms. The Director of the Library of Medicine shall serve as an ex-officio member of the Committee.

**MEMBERSHIP AND ELECTIONS COMMITTEE** (specified in *Bylaws of the UNMC Faculty*, Article VII, Section 4):**Responsibilities:**

- a) Prepare ballots and supervise voting process for duly initiated faculty referenda (Article IV, Section 7, *Bylaws of the UNMC Faculty*).
- b) Establish guidelines and supervise the nomination and election of members of the UNMC Faculty Senate.
- c) Complete other tasks (involving nomination and election procedures) as assigned by the President of the UNMC Faculty Senate.

**Membership:**

Three members of the UNMC Faculty Senate shall be appointed by the President (with confirmation by the Senate). (One year term)

## HONORARY DEGREES AND AWARDS COMMITTEE (HDAC)

### Responsibilities

- a) Honorary Degrees
  - 1) The committee may receive recommendations and review nominees for Honorary Degrees from UNMC faculty.
  - 2) The committee should prepare and send to the Chancellor their comments and/or recommendations regarding nominees.
  - 3) It is recommended that the Senate vest full authority for this procedure in the committee. No further selection criteria or policies need to be established since these already exist for the University as a whole.
- b) Faculty Awards
  - 1) The committee should develop and submit to the Faculty Senate selection criteria for faculty awards. Utilizing the selection criteria approved by the Faculty Senate, this committee will make the selection. The nominee(s) will then be submitted to the Senate for their information.
  - 2) Nominations will be solicited from the student body and faculty of UNMC for faculty awards.

### Membership:

One member from each major academic unit and other faculty shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

## FACULTY RECRUITMENT AND RETENTION COMMITTEE

### Responsibilities

- a) To develop criteria, tools and rules of procedure to monitor faculty recruitment and retention.
- b) To use these criteria, tools and procedures to evaluate the ongoing turnover of UNMC faculty.
- c) To report their findings to the Senate and the Chancellor each Fall.
- d) To evaluate faculty satisfaction and engagement based on the UNMC Engagement Survey Data
- e) To recommend approaches that enhance faculty engagement, recruitment and retention

### Membership

Five or more members, with no more than one representative from each major academic unit or other faculty, shall be appointed by the President (with confirmation by the Senate) to serve three-year staggered terms.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Renaming University of Nebraska Online Worldwide (NUOW) to University of Nebraska Online (NU Online)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: None

EXPLANATION: In 2009, the University of Nebraska created a centrally-coordinated, collaborative initiative to strengthen the portfolio and competitiveness of the online programs offered by the NU campuses. The central initiative was named University of Nebraska Online Worldwide. Data from enrollment and tuition reports indicate that the effort has been both a revenue and access success.

The recent budget response efforts by the Digital Education Working Group resulted in numerous recommendations to continue and increase the forward momentum. One key recommendation addresses the focus on the One University Approach and the importance of reinforcing that effort both internally and externally. Specifically, the recommendation was made to change the brand identity of the digital education collaborative effort to University of Nebraska Online. Communication within the University would refer to the initiative as University of Nebraska Online or NU Online to indicate the system level effort.


This change was recommended based on data from web analytics which indicate the search words used by potential students to find the NU online programs. Thus, this change brings the brand in line with the results. The committee also felt that by dropping 'Worldwide' from the brand it further emphasized the collaborative, multi-campus nature of the initiative.

The proposed name change, as part of the digital education working group recommendations, was recommended by the Budget Response Team Steering Committee and accepted by the NU President's Council.

PROGRAM COST: Not applicable

SOURCE OF FUNDS: Not applicable

SPONSOR: Susan M. Fritz  
Executive Vice President and Provost

APPROVED:   
Hank M. Bounds, President  
University of Nebraska

DATE: May 10, 2017

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Expedited Approval of the Biomedical Science Graduate Certificate in the Department of Biology in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: July 15, 2000 – The Board of Regents delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

The Master of Science in Biology at UNO was established prior to modern records of Board approvals.

EXPLANATION: The goal of the proposed Biomedical Science Graduate Certificate is to provide a post-baccalaureate experience that will prepare students for future clinical training, particularly schooling for medicine, dentistry, pharmacy, physician assistant, or veterinarian.

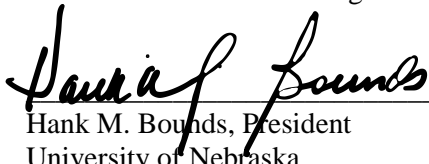
The proposed UNO curriculum is focused on graduate coursework to leverage the advanced material and intensity to better prepare students for standardized testing and clinical training. UNO will accommodate students who are missing any required undergraduate prerequisites by providing the opportunity to pursue these health professions-required courses concurrent to pursuing the proposed graduate certificate. This additional training will allow the clinical training programs to re-assess a candidate's GPA achieved within an environment more similar to their own training programs.

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

PROGRAM COST: \$0 (There is existing capacity within the Master of Science in Biology program; no new faculty, staff, or additional expense will be required.)

SOURCE OF FUNDS: Not applicable.

SPONSOR: Susan M. Fritz  
Executive Vice President and Provost  
Dean of the Graduate College

APPROVED:   
Hank M. Bounds, President  
University of Nebraska

DATE: May 10, 2017



TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Renaming the American Government Graduate Certificate to the Government Graduate Certificate in the Department of Political Science in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: December 3, 2015 – Expedited approval of the American Government Graduate Certificate in the Department of Political Science in the College of Arts and Sciences at UNO was reported to the Board.

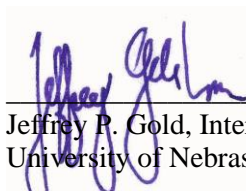
EXPLANATION: The UNO Department of Political Science currently offers a graduate certificate in American Government. This graduate certificate is designed specifically to allow educators to teach dual enrollment and AP classes. Recently, the credit hours in this certificate increased from 12 to 18 credits to accommodate a new guideline by the Higher Learning Commission which stipulates that AP and Dual Enrollment teachers have to earn a graduate degree in the subject matter or a graduate degree in another field plus 18 credit hours in the relevant subject matter. With the increase in credit hours, this certificate is no longer focused solely on American Government, but rather on Government as a whole.

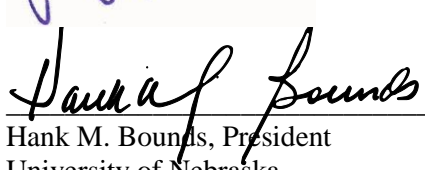
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

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

APPROVED:   
\_\_\_\_\_  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 15, 2017

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Renaming the Bachelor of Arts (BA) in Black Studies to the Bachelor of Science (BS) in Black Studies to include elimination of the BA degree and creation of the BS degree with a nearly identical curriculum in the Department of Black Studies in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: June 16, 1984 – The Board approved the reorganization of Black Studies to a College-wide program administered by an Assistant Dean for Black Studies at UNO.  
July 12, 1971 – The Board approved a Department of Black Studies be established within the College of Arts and Sciences in accordance with the program and curriculum approved and recommended by the faculty and Dean of the College and the Dean of Academic Affairs and the President.


EXPLANATION: The UNO Department of Black Studies traditionally has offered a Bachelor of Arts in Black Studies. After careful review of the program, its students, and their needs, the Black Studies department, with support of the College of Arts and Sciences, requests that the degree undergo a name change to the Bachelor of Science in Black Studies. The curriculum will stay the same, with the exception of the foreign language requirement.  
Students majoring in Black Studies will need to have taken two years of a foreign language in high school or will need to take one full year of college foreign language as part of UNO’s standard requirements. Additionally, students will have to pursue a cognizant field of study or minor. The Black Studies department believes that these proposed changes will facilitate recruitment and result in more enrollments. Also, the Black Studies department believes that these changes will enhance students’ education and make them more marketable on the job market.  
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)


SOURCE OF FUNDS: Not applicable

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

APPROVED:



Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha



Hank M. Bounds, President  
University of Nebraska

DATE:

May 15, 2017

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Memorandum of Understanding (MOU) between the Department of Educational Administration in the College of Education at the University of Nebraska at Kearney and the Department of Educational Administration in the College of Education and Human Sciences at the University of Nebraska-Lincoln to form an Educational Administration Joint Doctorate (EdD) program

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: April 11, 1992 – The Board approved joint administration of the Doctor of Education in Educational Administration by UNL and UNO.  
  
April 18, 1953 – The Board approved, upon recommendation of the Dean of the Teachers College, the creation of an advisory committee to implement the granting of the advanced professional degrees of Master of Education and Doctor of Education.  
  
The Education Specialist degree (EdS) at UNK was established prior to modern records of Board approvals.

EXPLANATION: The UNK Department of Educational Administration and the UNL Department of Educational Administration seek to offer a joint Educational Doctorate (EdD) program. The purpose of the MOU is to refine the continuing partnership between the Educational Administration Departments at UNK and UNL for academic programs related to the preparation of school leaders, including this proposed joint doctoral program.  
  
There currently is a need for school leaders with a superintendent endorsement in Nebraska. In the last several years, a number of Nebraska school superintendent positions have been filled with educators from outside of the state or with retired educators serving in an interim role. One of the factors impacting Nebraska superintendent searches is the lack of highly qualified candidates.  
  
The Joint EdD program is designed for students who desire to obtain a superintendent endorsement from the Nebraska Department of Education while also earning an EdD. The EdD degree will be awarded by UNL.  
  
This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COSTS: \$0; no additional faculty or staff are required to initiate this program

SOURCE OF FUNDS: Not applicable

SPONSORS:

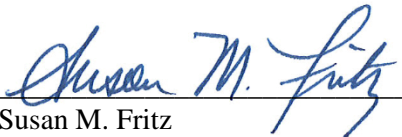
Charles Bicak  
Senior Vice Chancellor for Academic and Student Affairs  
University of Nebraska at Kearney

Donde Plowman  
Senior Vice Chancellor for Academic Affairs  
University of Nebraska-Lincoln

Douglas Kristensen, Chancellor  
University of Nebraska at Kearney

Ronnie Green, Chancellor  
University of Nebraska-Lincoln

APPROVED:

  
\_\_\_\_\_  
Susan M. Fritz  
Executive Vice President and Provost

DATE:

May 10, 2017

TO: The Board of Regents  
Academic Affairs

MEETING DATE: June 1, 2017

SUBJECT: Expedited Approval of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner Post-Masters Certificate Program in the College of Nursing at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: September 9, 2011 – The Board approved the transition of the Master of Science in Nursing (MSN) degree from the Graduate College to the College of Nursing at UNMC.

July 15, 2000 – The Board of Regents delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

July 15, 1969 – The Board approved the degree Master of Science in Nursing be established.

EXPLANATION: The purpose of the Dual Primary Care/Acute Care Pediatric Nurse Practitioner (PNP) specialty is to provide more flexibility for graduates who wish to practice in acute or critical care facilities and for those who practice in critical access hospitals and work with patients in clinics and acute care units. This proposed certificate will facilitate employment of graduates who wish to provide advanced practice care to children and adolescents across the continuum of health from wellness to acute care. It also will help hospitals that provide pediatric care and wish to offer continuum of care services to patients and families. As with other specialty tracks, the Pediatric Primary Care Nurse Practitioner already is available as a Post-Masters Certificate. Adding the Dual Primary Care/Acute Care Pediatric Nurse Practitioner specialty as a Post-Masters Certificate provides the full array of options to students wishing to specialize in advanced pediatric nursing practice.

Because it is anticipated that this specialty will attract small numbers of students, UNMC intends to collaborate with the University of Iowa College of Nursing to offer the didactic coursework. Students complete the two 3-credit hour didactic courses containing critical care content at the University of Iowa College of Nursing and transfer those courses to UNMC for inclusion in the program of study. The two clinical courses will be offered by the UNMC College of Nursing. The University of Missouri Kansas City School of Nursing and Health Studies is collaborating with the University of Iowa in the same way. This arrangement will enable the three schools to offer a highly-specialized option to graduate students that would otherwise not be cost-effective, and meet the needs of three rural states.


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

PROGRAM COST: \$0 (There is existing capacity within the MSN program; no new faculty, staff, or additional expense will be required.)

SOURCE OF FUNDS: Not applicable.

SPONSOR: Susan M. Fritz  
Executive Vice President and Provost  
Dean of the Graduate College

APPROVED:

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 10, 2017

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

MEETING DATE: June 1, 2017

SUBJECT: Quarterly Status of Capital Construction Projects

RECOMMENDED ACTION: Report

EXPLANATION: This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends one year following substantial completion.

The report fulfills the requirements of R.P.6.3.6.2.e and R.P. 6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending March 31, 2017.  
The report is available at: <http://nebraska.edu/docs/facilities/2017-03-31QuarterlyStatusOfCapitalConstructionProjects.pdf>

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

RECOMMENDED: David E. Lechner  
Senior Vice President | CFO

DATE: April 14, 2017



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

Business Affairs

MEETING DATE: June 1, 2017

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 March 31, 2017.

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: April 18, 2017

<b>Type of Action</b>	<b>Campus</b>	<b>Description</b>	<b>Funding Source</b>	<b>Approved Budget Amount*</b>	<b>Contract Amount</b>	<b>Contractor / Vendor</b>	<b>Bid Review or Explanation</b>
Construction Contract	UNK	Campus Fiber Upgrades	Revolving Funds	\$1.8 million	\$1,533,079	Commonwealth Electric Company of the Midwest	Low Responsible Bid
Construction Contract	UNK	UNK University Village	Revenue Bond Proceeds, Surplus Fund Contribution	\$16 million	\$13,591,094	Hausmann Construction, Inc.	Construction Manager at Risk
Research Equipment	UNMC	Liquid Chromatography /triple-quadrupole mass spectrometer	Cash	\$303,248.62	\$303,248.62	Waters	Sole Source
Research Equipment	UNMC	Mice caging	Cash	\$341,408.00	\$341,408.00	Lab Products	Sole Source
Research Equipment	UNMC	High-content imager	Cash	\$375,470.02	\$375,479.02	PerkinElmer	Sole Source
Construction	UNL	17th & Vine Fields (City Campus) Replace poles	Auxiliary	\$566,155	\$566,155	Musco Sports Lighting LLC	Sole Source
Non-Construction	UNL	Library Depository Retrieval Facility(A122) Expand Facility	Trust	\$550,000	\$451,979	SpaceSaver Storage Sys Inc	Low Responsible Bid
Construction	UNL /UNMC	University Health Center/UNMC College of Nursing (C244) New Combined Facility	Cash, Bonds Funds	\$29,177,000	\$21,115,900	Hausmann Construction, Inc.	Low Responsible Bid
Non-Construction	UNL	17th Street Dining Complex (C243)	Bonds Funds	\$4,853,000	\$910,663	Sysco Lincoln	Low Responsible Bid
Non-Construction	UNL	East Campus Residence Hall (A206)	Bonds Funds	\$1,548,000	\$389,014	Southwest Contract	Low Responsible Bid

<b>Type of Action</b>	<b>Campus</b>	<b>Description</b>	<b>Funding Source</b>	<b>Approved Budget Amount*</b>	<b>Contract Amount</b>	<b>Contractor / Vendor</b>	<b>Bid Review or Explanation</b>
Construction	UNL	Library Depository Retrieval Facility(A122) Expand Facility	Trust	\$2,850,000	\$2,831,000	Sampson Construction CO., Inc.	Low Responsible Bid
Construction	UNL	Memorial Stadium (C492) Video Board Improvements	Auxiliary	\$5,575,000	\$5,343,076	Mitsubishi Electric Power Products Inc	Low Responsible Bid
Personal Property	Greater Nebraska Business Center	Purchase of two (2) new John Deere S650 Combines for ARDC – Farm Operations, Ithaca, NE	Revolving Funds	\$272,950	\$272,950	Platte Valley Equipment, Wahoo, NE	Low Responsible Bid
Construction	UNO	WFAB Ceiling Grid Replacement	Cash, Revolving	\$287,456	\$287,456	InterAmerica Stage Inc.	Low Responsible Bid
Construction	UNO	University Village Exterior Stair Replacement	Revolving, Trust Fund	\$892,000	\$892,000	TIJ Construction	Low Responsible Bid
Construction	UNO	WFAB Lighting Replacement	Cash	\$1,000,000	\$974,500	Electric Company of Omaha	Low Responsible Bid
Construction	UNO	Sapp Fieldhouse Fire Sprinklers	LB309, Cash	\$273,360	\$273,360	J.F. Ahern Co.	Low Responsible Bid

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

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

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: University of Nebraska at Kearney  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2017 through March 31, 2017.

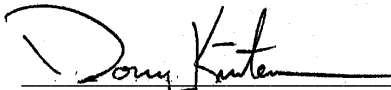
RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/16-9/30/16	\$1,341,155	\$ 4,710,054	\$0	\$1,112,556	\$ 7,163,765
10/1/16-12/31/16	1,475,200	1,443,861	0	159,900	3,078,961
1/1/17-3/31/17	1,061,562	3,443,642	0	0	4,505,204
4/1/17-6/30/17	0	0	0	0	0
	_____	_____	_____	_____	_____
Fiscal YTD Totals	<u>\$3,877,917</u>	<u>\$ 9,597,557</u>	<u>\$0</u>	<u>\$1,272,456</u>	<u>\$14,747,930</u>
2015-16 Totals	<u>\$4,393,839</u>	<u>\$10,151,893</u>	<u>\$0</u>	<u>\$ 127,930</u>	<u>\$14,673,662</u>
2014-15 Totals	<u>\$4,988,320</u>	<u>\$ 9,345,299</u>	<u>\$0</u>	<u>\$ 616,724</u>	<u>\$14,950,343</u>

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

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

RECOMMENDED:

  
\_\_\_\_\_  
Douglas A. Kristensen, Chancellor  
University of Nebraska at Kearney

DATE: April 17, 2017

**University of Nebraska at Kearney**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER January 1, 2017 through March 31, 2017**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	NU Foundation Scholarships	\$1,028,908
	Subtotal	1,028,908
	Total amount of gifts under \$100,000	32,654
	Total Gifts for the Quarter	\$1,061,562

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
US Dept of Education	Financial Aid	Student Aid	\$3,065,130
	Subtotal		3,065,130
	Total amount of all Grants under \$1,000,000		378,512
	Total Grants for the Quarter		\$3,443,642

\*\*\*\*\*

Contracts \$400,000 and over

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

TO: The Board of Regents

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: University of Nebraska-Lincoln  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2017 through March 31, 2017

RECOMMENDED ACTION: Report

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
7/1/16-9/30/2016	\$58,471	\$50,239,426	\$0	\$8,695,187	\$58,993,084
10/1/16-12/31/2016	1,129,891	28,175,077	0	6,527,276	35,832,244
1/1/17-3/31/2017	894,227	38,686,783	0	5,032,902	44,613,912
4/1/17-6/30/2017	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Fiscal YTD Totals	<u>\$2,082,589</u>	<u>\$117,101,286</u>	<u>\$0</u>	<u>\$20,255,365</u>	<u>\$139,439,240</u>
2015-16 Totals	<u>\$2,779,808</u>	<u>\$241,190,129</u>	<u>\$0</u>	<u>\$23,820,937</u>	<u>\$267,790,874</u>
2014-15 Totals	<u>\$124,386</u>	<u>\$193,848,561</u>	<u>\$0</u>	<u>\$24,018,784</u>	<u>\$217,991,731</u>

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

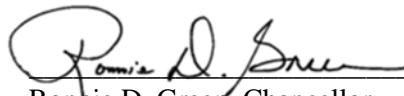
B - Grants of \$1,000,000 and more are itemized on the attached pages

C - All bequests are itemized on the attached pages

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

SPONSOR: Steve Goddard  
Interim Vice Chancellor for Research & Economic Development

APPROVED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE: April 11, 2017

**University of Nebraska-Lincoln**  
**REPORT OF AWARDS**  
**WHICH REQUIRE SEPARATE ITEMIZATION**  
**ACCEPTED DURING THE QUARTER 01/01/17 - 03/31/17**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Fujitsu Laboratories of America	Conducting Research in Quantum Chemistry	\$100,000
Ne 4-H Foundation	Raising Nebraska Exhibit-Demo Kitchen, Tile Splash/Donor Wall, Exhibit Technology Equipment, etc.	493,221
	Subtotal	<u>593,221</u>
	Total amount of gifts under \$100,000	<u>301,006</u>
	Total Gifts for the Quarter	<u>\$894,227</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Justin Brown Vice Chancellor for Student Affairs (Department)	Undergraduate Scholarships FY 16-17	\$4,773,639
Ne Dept Health & Human Serv	Eve Brank Center on Children, Families and the Law	Training on Family and Policy Services	2,175,000
Dept of Agriculture-ARS	Archie Clutter Dean's Office for Agriculture Research Division	U.S. Meat Animal Research Center	2,000,000
Ne Dept Health & Human Serv	Jean Fischer Department of Nutrition and Health Sciences	Supplemental Nutrition Assistance Program Education: Nutrition Education and Obesity Prevention Grant	<u>1,639,728</u>
	Subtotal		10,588,367
	Total amount of all Grants under \$1,000,000		<u>28,098,416</u>
	Total Grants for the Quarter		<u>\$38,686,783</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NE Public Power District	Stephen Goddard Vice Chancellor for Research (Department)	Nebraska Center for Energy Sciences Research	\$1,250,000
		Subtotal	<u>1,250,000</u>
		Total amount of all Contracts under \$400,000	<u>3,782,902</u>
		Total Grants for the Quarter	<u>\$5,032,902</u>



TO: The Board of Regents

Business Affairs

MEETING DATE: June 1, 2017

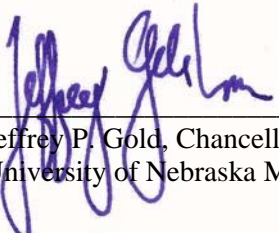
SUBJECT: University of Nebraska Medical Center  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2017, through March 31, 2017

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/2016-9/30/2016	\$86,097	\$40,210,053	\$0	\$9,019,230	\$49,315,379
10/1/16-12/31/2016	218,637	15,818,130	0	34,810,664	50,847,431
1/1/2017-3/31/2017	221,079	15,765,106	0	8,911,478	24,897,662
4/1/2017-6/30/2017	0	0	0	0	0
Fiscal YTD Totals	<u>\$525,813</u>	<u>\$71,793,289</u>	<u>\$0</u>	<u>\$52,741,372</u>	<u>\$125,060,473</u>
2015-16 Totals	<u>\$901,600</u>	<u>\$97,516,833</u>	<u>\$0</u>	<u>\$49,470,192</u>	<u>\$147,888,624</u>
2014-15 Totals	<u>\$1,448,584</u>	<u>\$78,501,879</u>	<u>\$0</u>	<u>\$34,905,853</u>	<u>\$114,856,316</u>

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

SPONSOR: Jennifer L. Larsen  
Vice Chancellor of Research



\_\_\_\_\_  
Jeffrey P. Gold, Chancellor  
University of Nebraska Medical Center

APPROVED:

DATE:

**UNIVERSITY OF NEBRASKA MEDICAL CENTER  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER JANUARY 1, 2017 – MARCH 31, 2017**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Omaha Community Foundation		\$135,284
	Total amount of gifts under \$100,000	<u>85,795</u>
	Total Gifts for the Quarter	<u>\$221,079</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	
None over \$1,000,000			\$ -
	Total amount of all Grants under \$1,000,000		<u>15,765,106</u>
	Total Grants for the Quarter		<u>\$15,765,106</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	
NE DHHS	COPH Hlth Pr, Soc & Behv Health	The Nebraska Center for Bioterrorism Education	\$663,356
Nebraska Medical Center	COPH Hlth Pr, Soc & Behv Health	Remote Interventions Improving Specialty Complex Care	513,784
National Strategic Research Institute	COPH Environ, Agri & Occ Health	Biological Field and Laboratory Support (TO 0059-002)	602,761
TARGET PharmaSolutions	Int Med GI	TARGET-HCC: A 5-year Longitudinal Observational Study of Patients with Hepatocellular Cancer	<u>422,255</u>
	Subtotal		2,202,156
	Total amount of all Contracts under \$400,000		<u>6,709,322</u>
	Total Contracts for the Quarter		<u>\$8,911,478</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: University of Nebraska at Omaha  
Report of Gifts, Grants, Contracts and Bequests accepted during the  
Quarter January 1, 2017 through March 31, 2017.

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/16-9/30/2016	\$1,211,980	\$12,998,453	\$1,505	\$694,962	\$14,906,900
10/1/16-12/31/2016	1,452,532	4,958,721	0	373,166	6,784,419
1/1/17-3/31/2017	4,029,971	11,678,660	65,701	278,106	16,052,437
4/1/17-6/30/2017	0	0	0	0	0
	_____	_____	_____	_____	_____
Fiscal YTD Totals	<u>\$6,694,483</u>	<u>\$29,635,834</u>	<u>\$67,206</u>	<u>\$1,346,234</u>	<u>\$37,743,756</u>
2015-2016 Totals	<u>\$9,672,500</u>	<u>\$31,721,777</u>	<u>\$1,623,132</u>	<u>\$3,224,135</u>	<u>\$46,241,543</u>
2014-2015 Totals	<u>\$6,790,816</u>	<u>\$35,673,562</u>	<u>\$10,302</u>	<u>\$1,485,533</u>	<u>\$43,960,214</u>

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

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

APPROVED:   
\_\_\_\_\_  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

DATE: May 15, 2017

**UNIVERSITY OF NEBRASKA AT OMAHA  
 REPORT OF AWARDS  
 WHICH REQUIRE SEPARATE ITEMIZATION  
 ACCEPTED DURING THE QUARTER *January 1 – March 31, 2017***

Gifts \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Fall 2016 Scholarships	\$1,592,874
NU Foundation	Fall 2016 Professorships	294,827
NU Foundation	Spring 2017 Scholarships	<u>1,858,677</u>
	Subtotal	3,746,378
	Total amount of gifts under \$100,000	<u>283,593</u>
	Total Gifts for the Quarter	<u>\$4,029,971</u>

\*\*\*\*\*

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
U.S. Dept. of Edu.	Financial Aid	PELL FY 2016-2017	<u>\$6,553,314</u>
	Subtotal		6,553,314
	Total amount of all Grants under \$1,000,000		<u>5,125,346</u>
	Total Grants for the Quarter		<u>\$11,678,660</u>

\*\*\*\*\*

Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Jack & Joyce Schuchart	Unrestricted Gifts	\$2,971
Noack Family Trust	College of Business Administration	<u>62,730</u>
	Total Bequests for the Quarter	<u>\$65,701</u>

\*\*\*\*\*

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	None over \$400,000		\$0
	Total amount of all Contracts under \$400,000		<u>278,106</u>
	Total Contracts for the Quarter		<u>\$278,106</u>

TO: The Board of Regents Addendum IX-D-13

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Strauss Performing Arts Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: July 22, 2016 – Approved the updated Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation.

May 30, 2014 – Approved the Program Statement and Budget for the Willis A. and Janet S. Strauss Performing Arts Center Addition & Renovation.

EXPLANATION: On November 7, 2008, the Board of Regents approved revisions to RP-6.3.6.2.d authorizing the Business Affairs Committee to approve Intermediate Design for projects greater than \$2,000,000 and report approval to the Board at the next regular meeting. Approval of Intermediate Design fixes the project scope and budget.

Following is an Intermediate Design Report approved by the Business Affairs Committee:

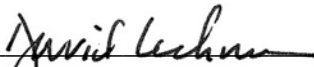
**UNO – Strauss Performing Arts Center Addition & Renovation**

Program Statement Approved: July 22, 2016  
Intermediate Design Report: June 1, 2017

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$18,000,000	\$18,300,000
Non Construction Budget:	\$4,856,000	\$4,576,000
Construction Budget:	\$13,144,000	\$13,724,000
NSF:	45,082	38,669
GSF:	79,486	75,468
Substantial Completion:	August 2018	January 2019

SOURCE OF FUNDS:	Private Donations	\$9,000,000
	LB957 Bond Proceeds	9,000,000
	Cash Funds	300,000

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

RECOMMENDED:   
David E. Lechner  
Senior Vice President | CFO

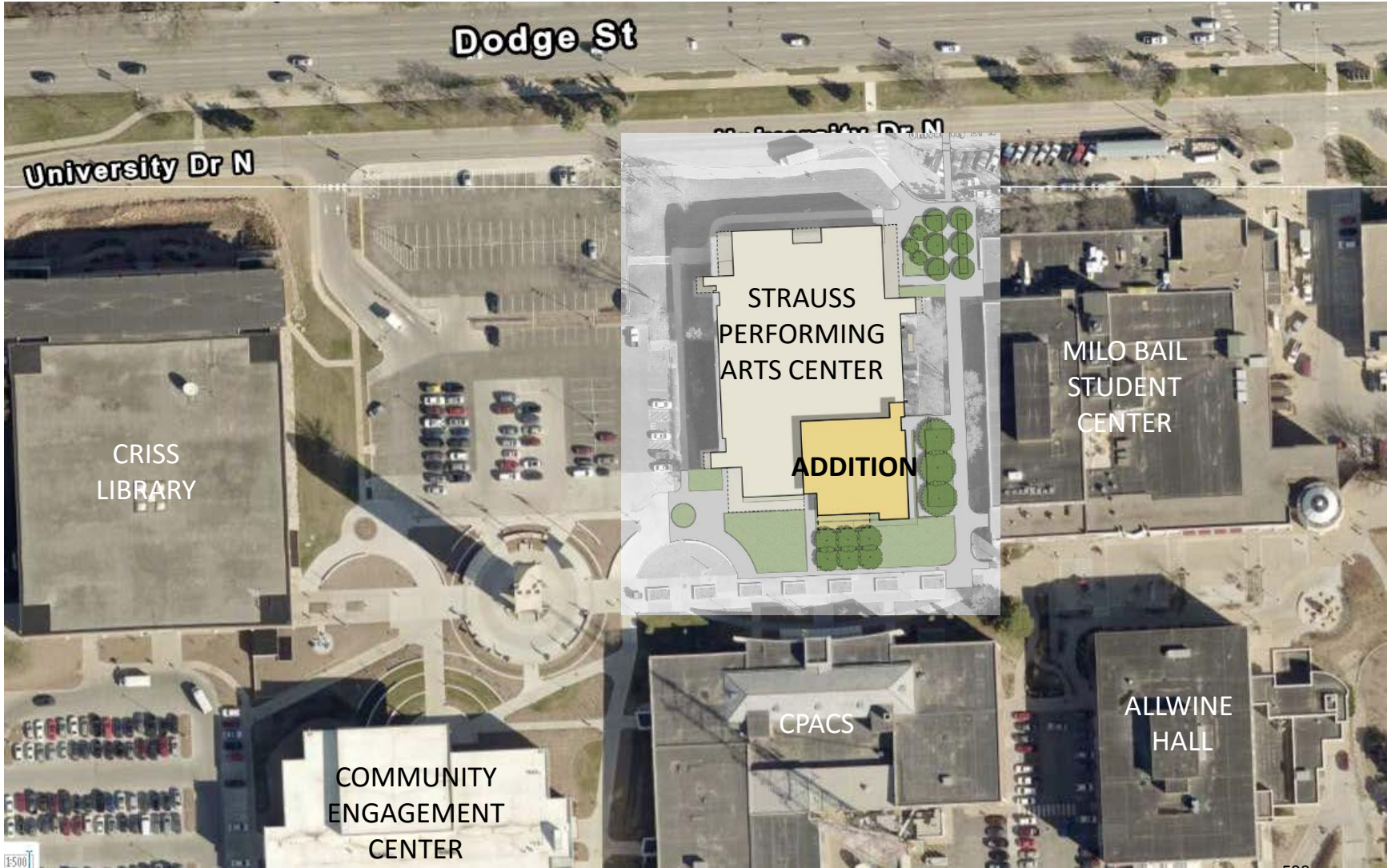
DATE: April 14, 2017

# Janet A. & Willis S. Strauss Performing Arts Center Addition & Renovation

Intermediate Design Report  
Business Affairs Committee

May 15, 2017

BOR approved the Program Statement	May 2014
Weitz selected as the CM	July 2014
BOR approved HDR, Inc. as the A/E	July 2014
Project suspended due to funding	Dec. 2014
2016 NU Capital Plan (LB957)	March 2016
Updated Program Statement Approved	July 22, 2016
<b>Intermediate Design to Business Affairs</b>	<b>May 15, 2017</b>
Report to BOR	June 1, 2017
Start Construction	June 2017
Completion January 2019	January 2019





## Existing Conditions

- Original building 1972
- 56,000 SF on two levels
- 25% space reduction due to funding
- 500 - seat recital hall
- No major renovations in 45 years
- Serves 200 music majors and 300 non-majors
- With its deficiencies, Strauss PAC continues to provide exceptional programs

## Intermediate Design

- Extensive renovation to the existing facility
- Construct a 21,000 SF of additional space that provides:
  - ✓ Classrooms, practice rooms, labs and recording studios
  - ✓ Offices for instructors, graduate students and undergraduates
  - ✓ A small recital hall
  - ✓ Student and faculty collaboration spaces
  - ✓ Improved rehearsal space
  - ✓ Access to parking
  - ✓ Entrance from the mall

Room Type	Code	Existing	Program	IDR
Classroom	100	2,402	4,242	2,841
Laboratory	200	8,934	13,119	11,978
Office	300	6,734	9,603	8,335
Study Facilities	400	0	400	0
Special-Use Facilities	500	397	997	1,390
General Use	600	10,718	14,968	12,796
Support	700	183	1,753	1,329
Subtotal NSF		29,368	45,082	38,669
TOTAL GSF		54,461	79,486	75,468

	Program Statement		Intermediate Design	
Project	Cost (000's)	Cost/GSF	Cost (000's)	Cost/GSF
Construction	\$13,144	\$165.36	\$13,724	\$181.85
Non-Construction	\$4,856	61.09	\$4,576	\$60.63
Total	\$18,000	\$226.45	\$18,300	\$242.48
Funding				
State (LB 957)	\$9,000		\$9,000	
Private Donations	\$8,550		\$9,000	
University	\$450		\$300	
Total	\$18,000		\$18,300	







TO: The Board of Regents Addendum IX-D-14

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Morrill Hall 4<sup>th</sup> Floor Redevelopment Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 12, 2015 – Approved the Program Statement and Budget for University of Nebraska State Museum Morrill Hall 4th Floor Redevelopment.

EXPLANATION: On November 7, 2008, the Board of Regents approved revisions to RP-6.3.6.2.d authorizing the Business Affairs Committee to approve Intermediate Design for projects greater than \$2,000,000 and report approval to the Board at the next regular meeting. Approval of Intermediate Design fixes the project scope and budget.

Following is an Intermediate Design Report approved by the Business Affairs Committee:

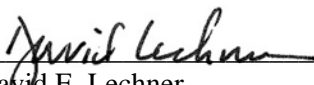
**UNL – Morrill Hall 4<sup>th</sup> Floor Redevelopment**

Program Statement Approved: June 12, 2015  
Intermediate Design Report: June 1, 2017

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$11,433,000	\$11,433,000
Non Construction Budget:	\$1,821,000	\$3,187,000
Construction Budget:	\$9,612,000	\$8,246,000
NSF:	10,250	12,200
GSF:	15,070	15,821
Substantial Completion:	April 2018	June 2018

SOURCE OF FUNDS: Private Donations

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

RECOMMENDED:   
\_\_\_\_\_  
David E. Lechner  
Senior Vice President | CFO

DATE: April 14, 2017

# UNL Morrill Hall Fourth Floor Renovation

Intermediate Design Review

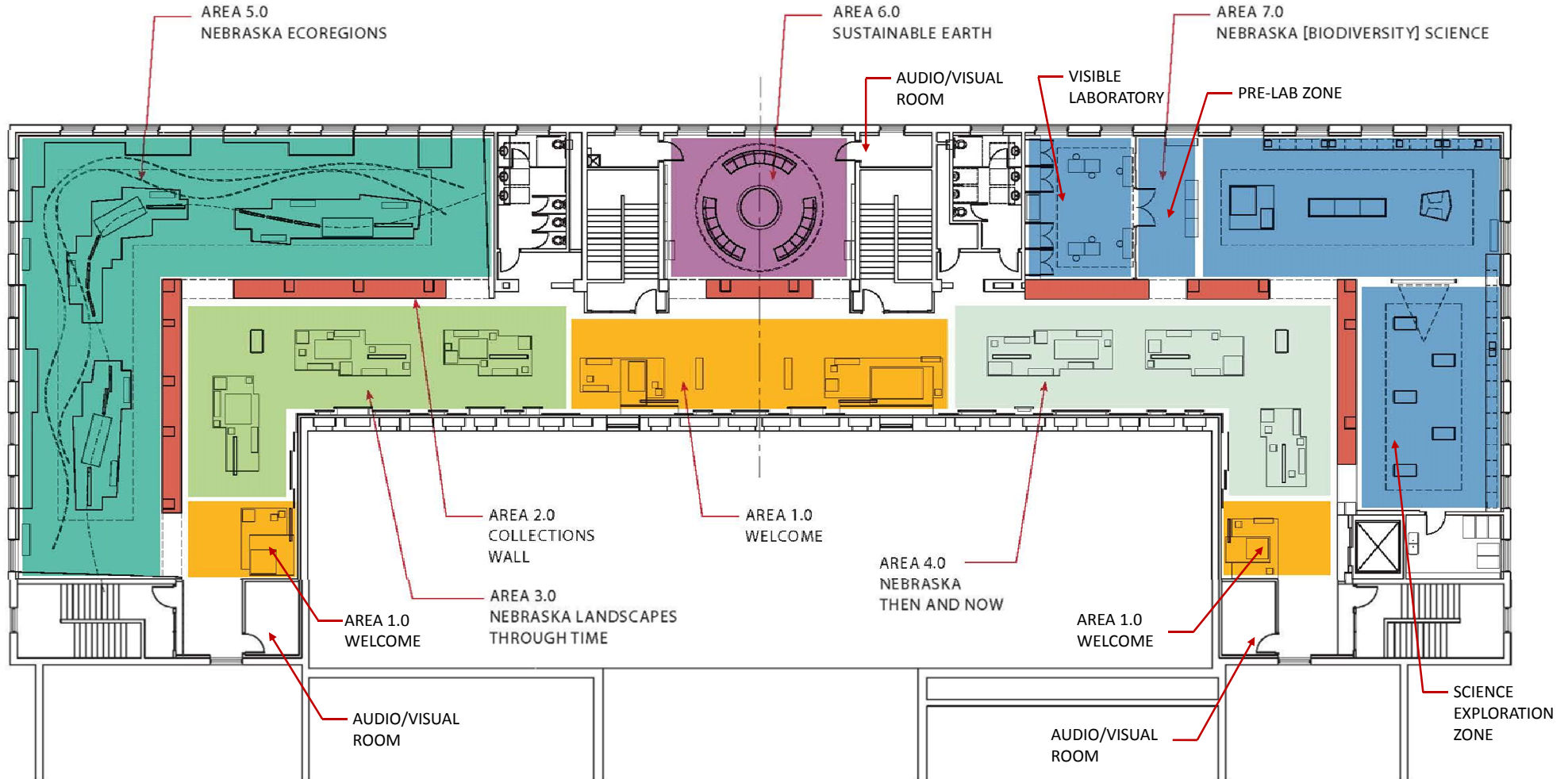
Board of Regents Business Affairs Committee

May 8, 2017



# Floor Plan

## Fourth Floor



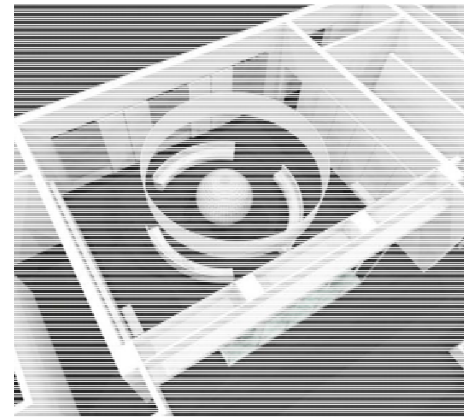


# Interior Images

Fourth Floor



EXHIBIT OPTION



SUSTAINABLE EARTH



VISIBLE LABORATORY

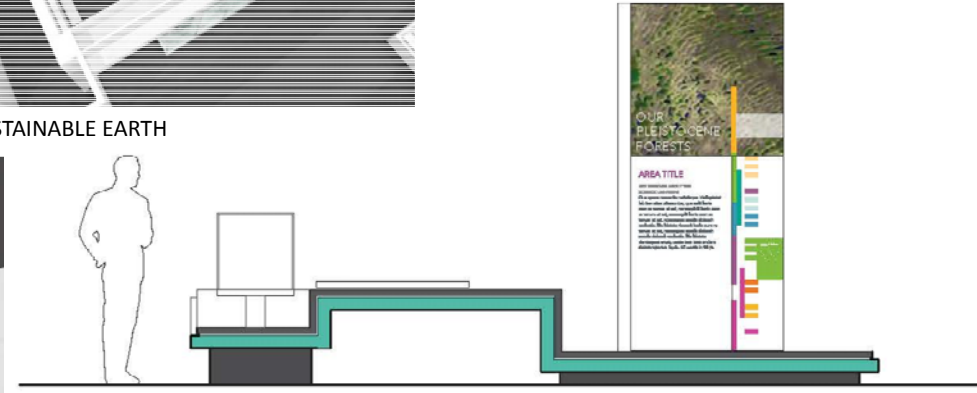


EXHIBIT OPTION

# Space Program Summary

Description		BOR Program	Design Development	
Use Code	Space	NSF	NSF	Delta to BOR Program
250	Research Laboratories	634	390	(244)
255	Research Equipment	276	153	(123)
620	Exhibit Gallery	760	1,414	654
620	Exhibit Gallery	570	1,519	949
620	Exhibit Gallery	840	1,414	574
620	Exhibit Gallery	440	828	388
620	Exhibit Gallery	1,240	1,318	78
620	Exhibit Gallery	700	689	(11)
620	Exhibit Gallery	4,790	2,758	(2,032)
RR	Restrooms	0	370	370
WW	Circulation Area	0	415	415
XX	Building Service Area	1,120	932	(188)
	Total Floor NSF	11,370	12,200	830
	Total Floor Efficiency	70.2%	77.1%	
	Total Floor GSF	16,204	15,821	

## Construction Budget

Construction Costs	Program Budget	Intermediate Design
General Construction Contractor	\$4,047,600	\$3,720,000
Hazardous Material Abatement	\$155,000	\$155,000
Signage	\$2,000	\$3,000
Utilities Contractor	\$30,000	\$50,000
In-house Labor	\$208,000	\$359,000
Building Controls	\$129,000	
Fire Alarm System	\$209,000	
Card Access/Keying	\$21,000	
Telecommunications - Labor	\$3,000	\$3,000
Exhibits	\$4,344,400	\$3,134,000
Construction Contingency	\$822,000	\$822,000
<b>Subtotal - Construction Costs</b>	<b>\$9,612,000</b>	<b>\$8,246,000</b>

# Construction Budget



Non-Construction Costs	Program Budget	Intermediate Design
Planning & Program Statement	\$102,000	\$102,000
A/E Basic Services	\$1,120,000	\$1,150,000
Other Specialty Consultants	\$163,000	\$133,000
Project management/Construction Inspection (UNL)	\$160,000	\$160,000
Non Capital Equipment/Supplies	\$10,000	\$10,000
Special and Technical Equipment	\$34,000	\$1,400,000
Builder’s Risk Insurance	\$7,000	\$7,000
Moving and Relocation Costs	\$3,000	\$3,000
Other Non-Construction Costs	\$15,000	\$15,000
Code Review and Inspection	\$40,000	\$40,000
Parking Replace/Lease	\$2,000	\$2,000
Non-Construction contingency	\$165,000	\$165,000
<b>Subtotal – Non-Construction Costs</b>	<b>\$1,821,000</b>	<b>\$3,187,000</b>
<b>Total Project Cost</b>	<b>\$11,433,000</b>	<b>\$11,433,000</b>

# Project Schedule



Phase	Program	Updated
BOR Program Statement Approval	June 2015	June 2015
BOR Design Team Approval	August 2015	May 2016
Program Verification Complete		August 2016
Schematic Design Complete		October 2016
Design Development Complete		March 2017
Intermediate Design Review (IDR)	December 2015	March 2017
BOR IDR Review and Approval		May 2017
Construction Documents Complete	June 2016	May 2017
Bids Due	July 2016	July 2017
Contract Award/Begin Construction	August 2016	August 2017
Exhibit Bid		September 2017
Exhibit Fabricate		November 2017
Building Substantially Complete	April 2018	June 2018
Exhibit Install		June 2018
Open Building	May 2018	October 2018

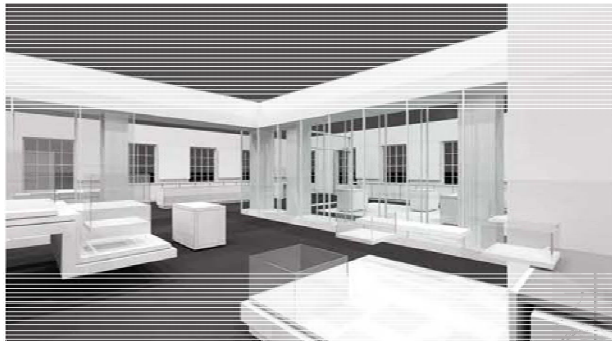
# Request Approval of Intermediate Design



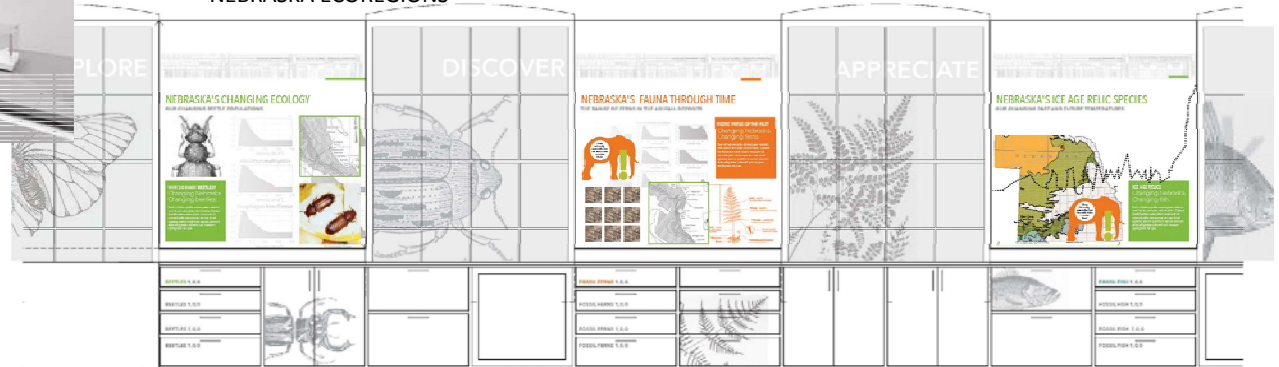
EXHIBIT OPTION



NEBRASKA ECOREGIONS



NEBRASKA BIODIVERSITY



SCIENCE EXPLORATION ZONE

TO: The Board of Regents Addendum IX-D-15

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Naming the two interview rooms within the College of Law Marvin and Virginia Schmid Clinic Building the "Kutak Rock Interview Room" and the "Rembolt Ludtke Interview Room"

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

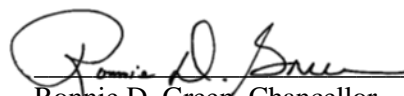
EXPLANATION: President Bounds and Chancellor Green have approved naming the two interview rooms with the College of Law Marvin and Virginia Schmid Clinic Building the "Kutak Rock Interview Room" and the "Rembolt Ludtke Interview Room" (rooms S-105 and S-107 respectively). This naming recommendation was initiated by Richard Moberly, Dean of the College of Law.

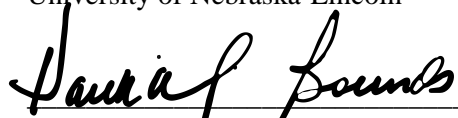
Kutak Rock and Rembolt Ludtke have each generously donated to the College of Law to support the College and its programming related to the new addition to McCollum Hall that houses the clinic and experiential programs. The proposed namings recognize their extraordinary service to the University and their significant financial contributions toward the construction of the facility.

By naming these areas in honor of Kutak Rock and Rembolt Ludtke, the Board of Regents expresses on behalf of the University of Nebraska-Lincoln, its deepest gratitude and appreciation for the generous support to the University of Nebraska.

SPONSORS: Donde Plowman  
Executive Vice Chancellor & Chief Academic Officer

APPROVED:

  
\_\_\_\_\_  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: April 11, 2017

TO: The Board of Regents Addendum IX-D-16

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Naming three internal rooms within the Cather Dining Complex

RECOMMENDED ACTION: Report

PREVIOUS ACTION: March 31, 2017 – The Board of Regents approved the naming of the Willa S. Cather Dining Complex.

November 18, 2016 – The Board of Regents approved the funding request for the Demolition of Cather Hall, Pound Hall, and the Cather-Pound Dining Center.

November 20, 2014 – The Board of Regents approved the Program Statement and Budget for the 17<sup>th</sup> Street Dining Complex, located across the street from the Cather-Pound Dining Center.


EXPLANATION: President Bounds and Chancellor Green have approved naming three rooms within the newly constructed Willa S. Cather Dining Complex. These names were selected to build upon the work of Willa Cather and to reinforce her identity and tie to Nebraska.

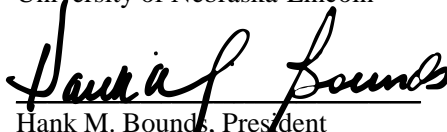
- Red Cloud A, B, C & Atrium - a large, dividable event/program space named after Cather's adopted hometown
- Pioneer A & B - a multi-purpose room named for Cather's novel, "O Pioneers!"
- Lark A & B - a dividable private dining room named for Cather's novel, "The Song of the Lark"

Board of Regents Policy RP 6.2. 7(3)(b) provides that "the naming of a room or a small cluster of rooms ... shall be approved by the Chancellor responsible for such a Facility and the President. Such naming shall be reported to the Board of Regents."

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

APPROVED:

  
Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

  
Hank M. Bounds, President  
University of Nebraska

DATE: April 24, 2017



TO: The Board of Regents  
Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Naming the new UNO parking structure at 67<sup>th</sup> and Pacific Street as the “Pacific St. Garage”.

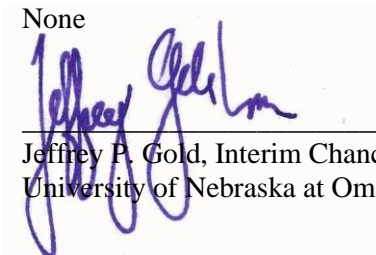
RECOMMENDED ACTION: Report

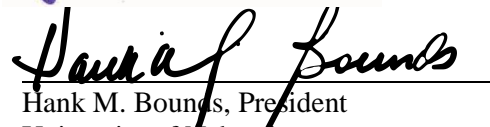
PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Christensen have approved naming the new parking structure the “Pacific St. Garage”.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:   
\_\_\_\_\_  
Jeffrey P. Gold, Interim Chancellor  
University of Nebraska at Omaha

  
\_\_\_\_\_  
Hank M. Bounds, President  
University of Nebraska

DATE: May 15, 2017

TO: The Board of Regents Addendum IX-D-18

Business Affairs

MEETING DATE: June 1, 2017

SUBJECT: Strategic Framework Report on Debt Management

RECOMMENDED ACTION: Report

EXPLANATION: Debt management and the related funding of capital projects at the University of Nebraska are an important element in managing the business affairs of the University of Nebraska. The availability of capital to provide funding for projects at attractive rates is elemental in providing competitive facilities.

The Strategic Framework in Item 6.c.iii targets a report to be given to the Board of Regents each year on debt management.

The Strategic Framework benchmark for debt management is that an Aa2 rating will be maintained and the coverage on bonded indebtedness will exceed 1.15 times coverage.

For the year ended June 30, 2016, the bond rating for the University was Aa1 (a ranking higher than the Aa2 rating) and bond coverage was 1.68 times for the Obligated Group under the Master Trust Indenture, both of which exceed the framework benchmarks.

By agreement with the business affairs committee, this report is being allowed to sunset. The Board will continue to be apprised, as it has in the past, of all debt activity and the related impact on ratings on a contemporaneous basis.

SPONSOR: David E. Lechner  
Senior Vice President | CFO

APPROVED:   
Hank M. Bounds, President  
University of Nebraska

DATE: March 30, 2017

Lincoln, Nebraska  
March 31, 2017

The Board of Regents of the University of Nebraska met on March 31, 2017, at 10:13 a.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.

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on March 24, 2017.

Regents present:

Timothy Clare  
Hal Daub  
Paul Kenney  
Bob Phares  
Jim Pillen  
Robert Schafer, Vice Chairman  
Bob Whitehouse, 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

Regent not present:

Howard Hawks

University officials present:

Hank M. Bounds, President  
Susan M. Fritz, Executive Vice President and Provost  
Carmen K. Maurer, Corporation Secretary  
John E. Christensen, Chancellor, University of Nebraska at Omaha  
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center  
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln  
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney  
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  
Michael J. Boehm, Vice President of Agriculture and Natural Resources

**I. CALL TO ORDER**

**II. ROLL CALL**

The Board convened at 10:13 a.m. in the Board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

**III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS**

Motion Moved by Cloonan and seconded by Davlin to approve the minutes and ratify the actions of the regularly scheduled meeting on January 27, 2017.

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Daub, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Not present: Hawks. Motion carried.

Chairman Whitehouse announced the location of the Open Meetings Act in the board room.

**IV.**

**KUDOS**

**Regent Hartman presented a KUDOS award to Sharon Waller**, Business Manager in the Division of Facilities Management and Planning at the University of Nebraska at Kearney.

**Regent Phares presented a KUDOS award to Rachael Jensen**, Youth Safety Coordinator at the University of Nebraska at Omaha.

**Regent Daub presented a KUDOS award to Beth Cullinane**, Dental Clinic Supervisor at the University of Nebraska Medical Center College of Dentistry.

**Regent Kenney presented a KUDOS award to Brenda West**, Accounting Technician in the Center for Science, Mathematics and Computer Education at the University of Nebraska-Lincoln.

**V.**

**RESOLUTIONS OF RECOGNITION**

Regent Clare presented the following resolution

**WHEREAS**, Patrick Davlin has served as the Student Regent from the University of Nebraska at Omaha during his 2016-17 term; and

**WHEREAS**, during his term Regent Davlin served the students with honor, integrity and great distinction throughout his enrollment as UNO; and

**WHEREAS**, Regent Davlin worked tirelessly to serve the students he represented by ensuring their voices were heard and represented to the Board of Regents; and

**WHEREAS**, Regent Davlin communicated all decisions made by the Board of Regents in a transparent and open manner; and

**WHEREAS**, to fulfill his commitment to diversity and inclusion, Regent Davlin communicated across campus SG-UNO's goals and projects so that more students would get involved; and

**WHEREAS**, Regent Davlin has gained the admiration and respect of the UNO administration, faculty, staff and students by leading by example and pushing himself and others to reach their full potential.

**NOW, THEREFORE, BE IT RESOLVED**, that Patrick Davlin be commended by the University of Nebraska Board of Regents for his outstanding service and his dedication to the University of Nebraska, and wishes him success in all his future undertakings.

Regent Pillen presented the following resolution

**WHEREAS**, Student Regent Spencer Hartman has served with distinction as a member of the University of Nebraska Board of Regents and President of the Association of Students of the University of Nebraska (ASUN) since April 2016; and

**WHEREAS**, Regent Hartman has worked with student fee users across the University of Nebraska-Lincoln campus to ensure fiscal responsibility, lowering student fees by more than 3.5 percent for the next academic year; and

**WHEREAS**, Regent Hartman has worked to advance and strengthen the relationship of students and administrators, focusing on a philosophy of governance which recognizes the important role of student government to actively engage campus administration with respect to both student affairs and academic affairs; and

**WHEREAS**, Regent Hartman has served on the Business Affairs committee of the Board of Regents, as well as the Steering Committee commissioned by President Hank Bounds to evaluate University efficiencies in a time of financial stress; and

**WHEREAS**, Regent Hartman has worked tirelessly to represent the 25,000 diverse students of the Lincoln campus as a student body representative who embodies the welcoming culture of Nebraska.

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents expresses sincere appreciation for Regent Spencer Hartman's dedicated service and effective leadership as a member of the board, and wishes him well in all his future endeavors.

Regent Schafer presented the following resolution

**WHEREAS**, Daniel Cloonan 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 2016-2017 academic year; and

**WHEREAS**, Regent Cloonan 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; and

**WHEREAS**, Regent Cloonan, in his role as UNMC Student Senate president, developed its first strategic plan, which outlined the Senate's goals for the year; and

**WHEREAS**, Regent Cloonan also doubled the funding available through Student Senate to other student organizations through its Benefitting Organization through Student Senate (BOSS) proposal program; and

**WHEREAS**, Regent Cloonan, in his role as UNMC Student Senate president, partnered with iEXCEL<sup>SM</sup> to create student leadership opportunities through the iEXCEL Student Champions group; and

**WHEREAS**, Regent Cloonan organized student representation for UNMC's successful Higher Learning Commission accreditation process; and

**WHEREAS**, Regent Cloonan, in his role as UNMC Student Senate president, created the Student Impact Awards, which highlights one student from each college who has made an impact at UNMC or in their community as a whole; and

**WHEREAS**, Regent Cloonan and the Student Senate partnered with campus groups on the first-ever, all-campus *#IamUNMC* BBQ and worked to increase student visibility on campus through the Student Senate Instagram takeover program.

**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 Daniel Cloonan during his term on the Board and wishes him success in all of his future endeavors.

Regent Whitehouse presented the following resolution

**WHEREAS**, Rachel Flaugh has served with distinction as a member of the University of Nebraska Board of Regents and President of the Associated Students of the University of Nebraska at Kearney; and

**WHEREAS**, during her term of office, Regent Flaugh established a high level of trust and respect between the President and Cabinet of the Associated Students and the Chancellor and administrative leadership; and

**WHEREAS**, Regent Flaugh worked closely with designers and architects to ensure that student input was considered and implemented throughout the Nebraskan Student Union renovation planning process; and

**WHEREAS**, by meeting routinely with library administrators and designers, and by launching a student survey, Regent Flaugh assisted in setting the course and sparking the incentive for future renovations to Calvin T. Ryan Library, in ways that will provide social and educational benefits for future generations of Lopers; and

**WHEREAS**, Regent Flaugh supported important campus-wide service events such as a Student Executive Cabinet, sexual assault awareness, and Loper spirit at athletic contests; and

**WHEREAS**, Regent Flaugh exemplifies the best of the best: a student from a small Nebraska town elected by her peers to the top student campus leadership position; a student who rose to the top of her class academically; a student who has been granted interviews at the nation's top medical schools, namely the University of Nebraska Medical Center, Duke, Harvard, the University of Chicago, John Hopkins and others; and

**WHEREAS**, through thoughtful and reflective leadership, intellectual curiosity, and the highest level of integrity, Regent Flaugh has earned the admiration of students, faculty, and administration;

**NOW, THEREFORE, BE IT RESOLVED**, that the University of Nebraska Board of Regents expresses its sincere appreciation for the exemplary contributions of Regent Rachel Flaugh during her term of office and wishes her well in the promising future that awaits her.

Resolutions Adopted

There being no objections, the resolutions offered for the benefit of Regents Davlin, Hartman, Cloonan, and Flaugh were approved and adopted by the general consent of the Board.

Chairman Whitehouse recognized the outgoing 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, University of Nebraska at Omaha.

**VI.**

**HEARINGS**

None

**VII.**

**PUBLIC COMMENT**

Mr. Kevin Kenney spoke on the topic of LB67, commonly known as the Fair Repair Act, and UNL's curriculum in Ag Engineering.

Mr. Steve Mulcahy spoke on the topic of payroll fraud on construction projects and the role of the University of Nebraska. [See documents file for a copy of the handouts distributed by Mr. Mulcahy]

Mr. Bill Barna and Mr. Jerry Woodward spoke on the topic of the Greek System at the University of Nebraska-Lincoln.

President Bounds provided an update on budgetary matters

**VIII.**

**CONSENT AGENDA**

Motion

Moved by Phares and seconded by Cloonan to approve items VIII-B-1, VIII-B-2, VIII-B-3, and VIII-B-4

**B. BUSINESS AFFAIRS**

University of Nebraska-Lincoln

VIII-B-1

Approve the sole source purchase of a Metal Hybrid Printer for the University of Nebraska-Lincoln Department of Mechanical and Materials Engineering

University of Nebraska Medical Center

VIII-B-2

Approve the purchase of a clinical trial management system

VIII-B-3

Approve the sole source purchase of an upgrade of the current Bruker 7T Pharmascan MRI and moving from University Tower to the Buffet Cancer Center

VIII-B-4

Approve the sole source purchase of a Thermo Fisher Fusion Lumos ETD tribrid mass spectrometer

Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Not present: Hawks. Motion carried.

**IX. ADMINISTRATIVE AGENDA**

**A. ACADEMIC AFFAIRS**

Motion Moved by Pillen and seconded by Hartman to approve item IX-A-1

IX-A-1 Approval is requested to create the BS in Health Sciences to be administered by the Office of Health Sciences Programs in the College of Natural and Social Sciences at the University of Nebraska at Kearney

Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Not present: Hawks. Motion carried.

Motion Moved by Clare and seconded by Cloonan to approve item IX-A-2

IX-A-2 Approval is requested to create the Bachelor of Journalism in Sports Media and Communication in the College of Journalism and Mass Communications at the University of Nebraska-Lincoln

There was discussion

Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Phares, Pillen, Schafer, Whitehouse, Clare, Daub, and Kenney. Not present: Hawks. Motion carried.

Motion Moved by Phares and seconded by Pillen to approve item IX-A-3

IX-A-3 Approval is requested to create a 16 credit hour Agriculture Undergraduate Certificate within the Agriculture Production Systems Division at the Nebraska College for Technical Agriculture

Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Pillen, Schafer, Whitehouse, Clare, Daub, Kenney, and Phares. Not present: Hawks. Motion carried.

Motion Moved by Clare and seconded by Kenney to approve item IX-A-4

IX-A-4 Approve amendment to *Board of Regents Policy RP-5.7.1, Residency Determination for Tuition Purposes*, to ensure compliance with LB734 (2016), regarding in-state tuition for those serving in the Nebraska National Guard

The text of *Board of Regents Policy RP-5.7.1* should be amended to read:

3. Resident Tuition Categories

An individual will qualify as a resident of the State of Nebraska for tuition purposes at the University of Nebraska if, prior to the commencement of the term for which residency is sought, he or she meets the standards set forth in any one of the following categories:

n. A person currently serving in the Nebraska National Guard.

This change to *Board of Regents Policy RP-5.7.1* will ensure compliance with LB734 (2016).

Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Schafer, Whitehouse, Clare, Daub, Kenney, Phares, and Pillen. Not present: Hawks. Motion carried.

**B. BUSINESS AFFAIRS**

University of Nebraska at Kearney

- Motion Moved by Phares and seconded by Kenney to approve item IX-B-1
- IX-B-1 Approve the selection of BCDM Architects with Perkins + Will to provide design consultant services for the Otto Olsen replacement building
- There was discussion
- Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Whitehouse, Clare, Daub, Kenney, Phares, Pillen, and Schafer. Not present: Hawks. Motion carried.
- Motion Moved by Daub and seconded by Phares to approve item IX-B-2
- IX-B-2 Approve the Program Statement and Budget for the proposed remodel of the Nebraskan Student Union and a resolution authorizing expenditure of restricted bond funds for the project
- Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Clare, Daub, Kenney, Phares, Pillen, Schafer, Kenney, and Whitehouse. Not present: Hawks. Motion carried.
- Motion Moved by Kenney and seconded by Cloonan to approve items IX-B-3 and IX-B-4
- IX-B-3 Approve naming Founders Hall, dedicated to founding faculty and administration of Kearney Normal School, to “Jerome and Charles J. Warner Hall” in honor of Phillip Jerome Warner and Charles Joseph Warner

University of Nebraska-Lincoln

- IX-B-4 Approve the naming of the Willa S. Cather Dining Complex
- Action Student Opinion: Voting Aye: Davlin, Flaugh, Hartman, and Cloonan. Voting Aye: Daub, Kenney, Phares, Pillen, Schafer, Whitehouse, and Clare. Not present: Hawks. Motion carried.
- Motion Moved by Clare and seconded by Hartman to approve item IX-B-5
- IX-B-5 Approve a five-year agreement with the City of Lincoln to continue providing StarTran bus service on routes connecting the UNL City and East Campuses
- There was discussion
- Action Student Opinion: Voting Aye: Flaugh, Hartman, Cloonan, and Davlin. Voting Aye: Kenney, Phares, Pillen, Schafer, Whitehouse, Clare, and Daub. Not present: Hawks. Motion carried.

University of Nebraska Medical Center

- Motion Moved by Cloonan and seconded by Davlin to approve item IX-B-6
- IX-B-6 Approve the: (1) sale of three parcels of land to Nebraska Organ Recovery System to provide a site for the construction of a corporate office for Nebraska Organ Recovery System, and (2) the purchase of real property at 4469 Farnam from Omaha Public Schools
- There was discussion
- Action Student Opinion: Voting Aye: Hartman, Cloonan, Davlin, and Flaugh. Voting Aye: Kenney, Phares, Pillen, Schafer, 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
- IX-C-6 Amendments to §§ 1.4.4, 5.6, and 5.6.1 of the *Bylaws of the Board of Regents of the University of Nebraska (“the Bylaws”)*, and addition of RP-6.7 to the *Policies of the Board of Regents (the “Policies”)* and amendments to RP-5.10 of the *Policies* related to directory information for employees and students. This item is presented for information only and will be brought to the Board for information only at its March meeting and for approval at its June meeting.

**D. REPORTS**

- IX-D-1 Quarterly Personnel Reports for the period October through December 2016
- IX-D-2 Spring 2017 Enrollment Report
- IX-D-3 Renaming the Center for Rural Research and Development to the Center for Entrepreneurship and Rural Development in the College of Business and Technology at the University of Nebraska at Kearney
- IX-D-4 Renaming the College of Business Administration to the College of Business at the University of Nebraska-Lincoln
- IX-D-5 Renaming the Bachelor of General Studies to the Bachelor of Multidisciplinary Studies in the Division of Continuing Studies within the College of Public Affairs and Community Service at the University of Nebraska at Omaha
- IX-D-6 Memorandum of Understanding between the University of Nebraska at Omaha Department of Biology and the University of Nebraska Medical Center College of Public Health to offer a 4+1 Integrated Undergraduate/Professional (IUP) Bachelor of Science (BS) in Biology and a Master of Public Health (MPH) with a concentration in Environmental and Occupational Health degree
- IX-D-7 Bids and Contracts
- IX-D-8 Quarterly Report of Gifts, Grants, Contracts and Bequests
- IX-D-9 Quarterly Status of Capital Construction Projects
- IX-D-10 Status Report of Six-Year Capital Plan
- IX-D-11 Status Report on Fire and Safety Protection
- IX-D-12 Semi-Annual Report of Licenses
- IX-D-13 Naming rooms and areas in the Fred & Pamela Buffett Cancer Center at the University of Nebraska Medical Center
- IX-D-14 Naming of the University Housing offices located on the third floor of the new Cather Dining Complex as the Douglas S. Zatechka University Housing Office at the University of Nebraska-Lincoln
- IX-D-15 Renaming the Health, Physical Education and Recreation (HPER) facility to the School of Health and Kinesiology (HK) at the University of Nebraska at Omaha

- IX-D-16 Naming the Investment Science Lab the Hollis & Helen Baright Investment Science Lab at Mammel Hall in honor of a generous gift to the Department of Finance, Banking and Real Estate at the University of Nebraska at Omaha
- IX-D-17 Strategic Framework Report on Entrepreneurship [5-d]
- IX-D-18 Strategic Framework report on Workforce Opportunities and Academic Program Alignment [3-h-i & iii]
- IX-D-19 Strategic Framework Report on Research [4-a-i]

Chairman Whitehouse accepted the reports on behalf of the Board.

**X. ADDITIONAL BUSINESS**

Motion Moved by Davlin and seconded by Hartman 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 hearing, for the purpose of holding a discussion limited to the following subjects:

- a. Proposed namings of university facilities; and
  - b. Personnel matters involving members of the University staff.
- Chairman Whitehouse declared that the closed session would be strictly limited to a discussion of:

- a. Proposed namings of university facilities; and
- b. Personnel matters involving members of the University staff.

Action Student Opinion: Voting Aye: Cloonan, Davlin, Flaugh, and Hartman. Voting Aye: Phares, Pillen, Schafer, Whitehouse, Clare, Daub, and Kenney. Not present: Hawks. Motion carried.

The Board went into closed session at 11:43 a.m. The Board reconvened the open meeting at 12:02 p.m.

**ADJOURNMENT**

There being no further business, the meeting was adjourned by Chairman Whitehouse at 12:03 p.m.

Respectfully submitted,

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Carmen K. Maurer  
Corporation Secretary

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Robert L. Whitehouse  
Chairman of the Board