



## Board of Regents Meeting

August 3, 2018

Varner Hall

3835 Holdrege Street

Lincoln, NE, 68483-0745

1:00 p.m.

**PUBLIC MEETING SCHEDULE  
UNIVERSITY OF NEBRASKA**

**FRIDAY, AUGUST 3, 2018**

11:00 a.m.

ACADEMIC AFFAIRS COMMITTEE PRESENTATIONS

Topic: NSRI Faculty Projects *[40 minutes]*

Introduction: Robert Hinson, NSRI Executive Director,  
USAF, Lieutenant General (Ret)

Presenters: Keely Buesing, Assistant Professor of Surgery, University of  
Nebraska Medical Center  
Don Umstadter, Professor of Physics and Astronomy, University  
of Nebraska-Lincoln  
Paul Davis, Associate Professor of Biology, University of  
Nebraska at Omaha  
David Berkowitz, Professor of Chemistry, University of  
Nebraska-Lincoln

11:40 a.m.

BUSINESS AFFAIRS COMMITTEE PRESENTATION

Topic: College of Engineering and Scott Engineering Center  
Renovation *[20 minutes]*

Presenter: Lance Pérez, Dean, College of Engineering

12:00 p.m.

LUNCH BREAK

12:30 p.m.

Topic: NU's Integral Role – An Illustration *[30 minutes]*

Presenter: President Hank Bounds

1:00 p.m.

BOARD OF REGENTS MEETING

- KUDOS Awards Presented

## NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, August 3, 2018, at 1:00 p.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: July 27, 2018

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

**AGENDA**  
**THE BOARD OF REGENTS**  
**OF THE UNIVERSITY OF NEBRASKA**  
**Varner Hall, 3835 Holdrege Street**  
**Lincoln, Nebraska 68583-0745**  
**Friday, August 3, 2018, 1:00 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON JUNE 28, 2018
- IV. KUDOS  
*Dan Kenny, University of Nebraska at Omaha*  
*Jane DeVasure, University of Nebraska Medical Center*  
*Wendy Schardt, University of Nebraska at Kearney*  
*Jeffrey Perkins, University of Nebraska-Lincoln*
- V. RESOLUTIONS
- VI. HEARINGS
- 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 Addendum VIII-A-1
    - 2. In-depth Program Review and Action Plan for the Bachelor of Arts degree in Philosophy at UNK as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-2
    - 3. In-depth Program Review and Action Plan for the Master of Arts and PhD degrees in Geography at UNL as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-3
    - 4. Approve request from President Bounds, in accordance with his employment contract and university bylaws, to serve on the board of directors of an outside organization Addendum VIII-A-4
  - B. BUSINESS AFFAIRS  
University of Nebraska Medical Center
    - 1. Approve the purchase of donor-funded artwork at the University of Nebraska Medical Center Addendum VIII-B-1

IX. UNIVERSITY ADMINISTRATIVE AGENDA

B. BUSINESS AFFAIRS

University of Nebraska

1. Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines Addendum IX-B-1
2. Approve by FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget Request guidelines Addendum IX-B-2

University of Nebraska-Lincoln

3. Approve the Program Statement for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln Addendum IX-B-3
4. Approve a scope and budget change for the Nebraska East Union Renovation project at the University of Nebraska-Lincoln Addendum IX-B-4
5. Approve a Four-Year Unizin Service Addendum for Canvas at the University of Nebraska-Lincoln Addendum IX-B-5

University of Nebraska Medical Center

6. Approve the budget for the University of Nebraska Medical Center College of Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center Addendum IX-B-6

Additional Item – University of Nebraska Medical Center

7. Approve the Second Amendment and Assignment of Lease with Ronald McDonald House Charities in Omaha, Inc. Addendum IX-B-7

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. Strategic Framework report on Global Engagement/Study Abroad [3-d-i] Addendum IX-D-1
2. Strategic Framework report on Student Learning Assessment: Licensure Results (6-g-iii) Addendum IX-D-2
3. Intermediate Design report for the Early Childhood Education Center at the University of Nebraska at Kearney Addendum IX-D-3
4. Intermediate Design report for the Williams Science Hall Renovation at the University of Nebraska Medical Center Addendum IX-D-4
5. Intermediate Design report for the Wittson Hall Renovation and Wigton Heritage Center at the University of Nebraska Medical Center Addendum IX-D-5
6. Bids and Contracts for the period ended May 31, 2018 Addendum IX-D-6
7. Programs with Tuition Variances Addendum IX-D-7

X. ADDITIONAL BUSINESS

## **VIII. UNIVERSITY CONSENT AGENDA**

### **A. ACADEMIC AFFAIRS**

1. President's Personnel Recommendations Addendum VIII-A-1
2. In-depth Program Review and Action Plan for the Bachelor of Arts degree in Philosophy at UNK as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-2
3. In-depth Program Review and Action Plan for the Master of Arts and PhD degrees in Geography at UNL as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-3
4. Approve request from President Bounds, in accordance with his employment contract and university bylaws, to serve on the board of directors of an outside organization Addendum VIII-A-4

### **B. BUSINESS AFFAIRS**

#### University of Nebraska Medical Center

1. Approve the purchase of donor-funded artwork at the University of Nebraska Medical Center Addendum VIII-B-1

**The President's Personnel Recommendations**

Meeting Date: August 3, 2018

**New Appointments**

University of Nebraska

James P. Pottorff, Jr., Vice President (Special) and General Counsel (Special), University of Nebraska; effective 9/10/2018, \$280,000 FY, 1.00 FTE.

University of Nebraska Medical Center/University of Nebraska at Omaha

Douglas A. Ewald, Vice Chancellor for Business, Finance, and Business Development (Special); University of Nebraska Medical Center/University of Nebraska at Omaha; effective 8/1/2018, \$300,000 FY, 1.00 FTE.

**Adjustments**

University of Nebraska

Christopher J. Kabourek, Vice President (Special) for Business and Finance and Chief Financial Officer (Special), University of Nebraska; effective 7/17/2018, \$320,000 FY, 1.00 FTE. Remove title of Interim Vice President for Business and Finance and Chief Financial Officer effective 7/16/2018.

University of Nebraska at Kearney

Mark R. Ellis, Interim Dean (Special) Graduate Studies, Professor (Continuous) History; add title of Interim Dean, Graduate Studies; effective 8/1/2018 through 7/31/2019, \$135,000 FY, 1.00 FTE.

Peter J. Longo, Interim Dean (Special) College of Arts and Sciences, Professor (Continuous) Political Science; add title of Interim Dean, College of Arts and Sciences; effective 7/1/2018 through 6/30/2019, \$160,000 FY, 1.00 FTE.

University of Nebraska Medical Center

Jane L. Meza, Professor (Continuous), Biostatistics, College of Public Health (.40 FTE), and Associate Vice Chancellor for Global Engagement (Special), International Health and Medical Education, UNMC (.30 FTE), and International Programs, UNO (.30 FTE); effective 7/1/2018, \$261,864 FY (includes \$20,000 annual administrative stipend). End Senior Associate Dean, College of Public Health. Change title from Interim Associate Vice Chancellor for Global and Student Affairs.

University of Nebraska at Omaha

Kenneth W. Bayles, Associate Vice Chancellor for Basic Science Research (Special), UNMC College of Medicine, Department of Pathology and Microbiology, \$69,856 FY, .20 FTE and \$35,000 Stipend; and Professor (Continuous), \$104,785 FY, .60 FTE. Add title of Interim Associate Vice Chancellor for Research and Creative Activity, .20 FTE; effective 7/16/2018 with an end date of up to two years, annual administrative salary of \$65,000.

TO: The Board of Regents Addendum VIII-A-2  
Academic Affairs

MEETING DATE: August 3, 2018

SUBJECT: In-depth Program Review and Action Plan for the Bachelor of Arts (BA) degree in Philosophy at the University of Nebraska at Kearney (UNK) as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (NCCPE)

RECOMMENDED ACTION: Approval is requested to continue the Bachelor of Arts degree in Philosophy at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: September 16, 2004 – The Nebraska Coordinating Commission for Postsecondary Education approved UNK’s proposal to offer a Bachelor of Arts degree in Philosophy.

April 24, 2004 – The Board ratified the earlier approval [July 15, 1995] and the resubmission to the NCCPE of the proposed major in Philosophy leading to a Bachelor of Arts degree at UNK.

January 11, 1996 – The NCCPE denied the proposed major in Philosophy leading to a Bachelor of Arts degree at UNK.

July 15, 1995 – The Board approved the proposed major in Philosophy leading to the Bachelor of Arts degree at UNK.

EXPLANATION: Since 2004, the Department of Philosophy at UNK has offered a Bachelor of Arts in Philosophy. The Board of Regents approved UNK’s Philosophy major on April 24, 2004; the NCCPE approved the major on September 16, 2004 with the expectation that an average of seven graduates per year would be achieved. In the first 10 fiscal years, there were 46 graduates, which approximates five graduates per year. These graduates, like their predecessors, have gone on to thrive in graduate work and professional schools. During the last five years (2012-2016), the program has graduated 2.8 students per year.

On January 25, 2018, the NCCPE voted to require that the University of Nebraska’s in-depth report on the BA in Philosophy at UNK be submitted by September 30, 2018.

UNK has performed the in-depth review of the BA in Philosophy; an action plan to increase enrollment is attached. It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve the forwarding of the report to the NCCPE.

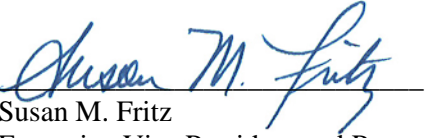


SPONSORS:

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:

July 9, 2018

June 19, 2018

Dr. Susan Fritz, Executive Vice President & Provost  
University of Nebraska  
3835 Holdrege Street  
Lincoln, NE 68583-0743

Dear Provost Fritz:

The faculty in the Philosophy Program at the University of Nebraska at Kearney request continuation of the undergraduate degree program in Philosophy. The attached proposal has been developed for consideration for approval by the Board of Regents. Since the Philosophy Program graduates less than the minimum threshold of seven students per year, the proposal is designed to respond to this threshold established by the Nebraska Coordinating Commission for Postsecondary Education (CCPE). This proposal describes the plan for performing an in-depth review. Contingent on Board of Regents approval, the proposal will be sent to the CCPE by September 30, 2018.

After careful review of the proposal, I believe the plan is specific and realistic. I fully support the proposal, and am also requesting your approval as well.

Sincerely,



Charles J. Bica  
Senior Vice Chancellor for Academic  
and Student Affairs

cc: David Jackson, Vice Provost  
Doug Kristensen, Chancellor  
Bill Jurma, Dean, College of Fine Arts & Humanities  
David Rozema, Chair, Philosophy Program

## **Philosophy at the University of Nebraska at Kearney: Growth Opportunities**

The Philosophy faculty and the administration at UNK recognize the need to develop strategies to improve the Philosophy major and subsequent graduation numbers. This report will outline strategies to achieve the Coordinating Commission's thresholds.

Prior to 2004, many UNK students who acquired a philosophy minor had taken enough credit hours to earn a degree in philosophy, had one been offered. Several of these students went on to graduate school in philosophy, theology, or literature; many more went to Law School or Medical School.

The Board of Regents and CCPE approved UNK's Philosophy major in 2004 with the expectation that an average of seven graduates per year would be achieved. In the first 10 fiscal years (2005/06—2014/15), we had 46 graduates, which approximates five graduates per year. These graduates, like their predecessors, have gone on to thrive in graduate work and professional schools. The graduation rate has been lower—approximately three graduates per year—during the last five years (2013-17).

### **Strategic Plan**

The Philosophy Program is well-positioned to play an essential role in the execution of the 2016 Strategic Plan—a role that is highly likely to build enrollments in philosophy. The plan states:

*UNK is an academic community that pledges to protect and foster a climate of rigorous intellectual inquiry, unfettered exchange of ideas, and mutual respect inside and outside the classroom that is grounded in the principles of academic freedom and academic responsibility. The academic community designs and continuously reviews programs to ensure that students develop broad intellectual capabilities and an awareness of diverse cultures and civilizations in addition to specific academic and career related knowledge and skills.*

This strategic charge underscores the need for a well-educated citizenry. Philosophy's curriculum is designed to develop precisely the broad intellectual capabilities mentioned here, which will, in turn, assist students to be engaged and productive citizens. Note the correlation of the goals of our strategic plan with the proven benefits of studying philosophy:

*The study of philosophy enhances, in a way no other activity does, one's problem-solving capacities. It helps one to analyze concepts, definitions, arguments and problems. It contributes to one's capacity to organize ideas and issues, to deal with questions of value, and to extract what is essential from masses of information. It helps one both to distinguish fine differences between views and to discover common ground between opposing positions. And it helps one to synthesize a variety of views or perspectives into a unified whole.*

Indeed, if we hold philosophy out as an essential discipline for our comprehensive programs, the number of students who decide to major in it (or add it as a second major) will increase. Since philosophy is not commonly studied prior to the college level, we find that most students who choose to major in philosophy do so only after having taken a philosophy course. Therefore, we can increase the number of philosophy majors by strategizing new ways to expose more students to philosophy early in their academic career. For example, coursework centered on ethics should be taken by students in all academic units as appropriate, notably in business, health sciences, and education. While specialized courses in applied ethics may be taught within each of these areas, the foundation for all applied ethics is under the purview of philosophy. By emphasizing the need for foundational courses in ethics, we can forge opportunities for many more students to benefit from our collective expertise in ethics. This gateway capacity will, in turn, grow our enrollments and subsequently increase our majors.

In advancing our strategic plan, the importance of philosophy is further underscored by adhering to the strategic plan imperatives. Foremost, UNK ensures a quality undergraduate education by means of:

- *a curriculum that provides solid grounding for students in the liberal arts and sciences while also enabling them to specialize and prepare for careers, and*
- *high quality academic programs that attract top students and draw faculty from centers of scholarship nationwide and worldwide.*

This opportunity to grow our philosophy program can be greatly enhanced by the findings of the CCPE; we fully intend to monitor our outcomes of success accordingly.

### **Increased Collaboration**

Philosophy is essential in delivering our liberal arts core and the new Arts and Sciences College will allow us to position the offerings in philosophy as a crucial element in a coherent and thorough liberal arts curriculum to our student body as well as the faculty. Enrollments will increase since the College of Arts and Sciences will allow for greater collaborations and enrollment building partnerships.

An example from which we can learn:

*The State University and the New York State Education Department recently gave final approval to Oswego's new major in philosophy, politics and economics (PPE). Long a staple at renowned Oxford University in Great Britain and at a steadily increasing number of colleges in the United States, PPE will help SUNY Oswego students address issues "that not only can be addressed, but need to be addressed, from at least those three perspectives," said Dr. David Andrews, chair of economics. Students interested in advanced work at the juncture of these disciplines could pursue careers in law, politics, public service or any field concerned with developing*

*or interpreting social policy: health care, finance, management and many others.*

<https://www.oswego.edu/news/story/new-major-crosses-academic-boundaries-explore-public-policy>

Other examples can be found at Virginia Tech and Bridgewater State University in Massachusetts:

1. [http://www.collegiatetimes.com/news/new-philosophy-politics-and-economics-minor-approved/article\\_d2487702-b7cd-11e4-b90c-93c99c8bfd01.html](http://www.collegiatetimes.com/news/new-philosophy-politics-and-economics-minor-approved/article_d2487702-b7cd-11e4-b90c-93c99c8bfd01.html)
2. [http://catalog.bridgew.edu/preview\\_program.php?catoid=9&poid=2724](http://catalog.bridgew.edu/preview_program.php?catoid=9&poid=2724)

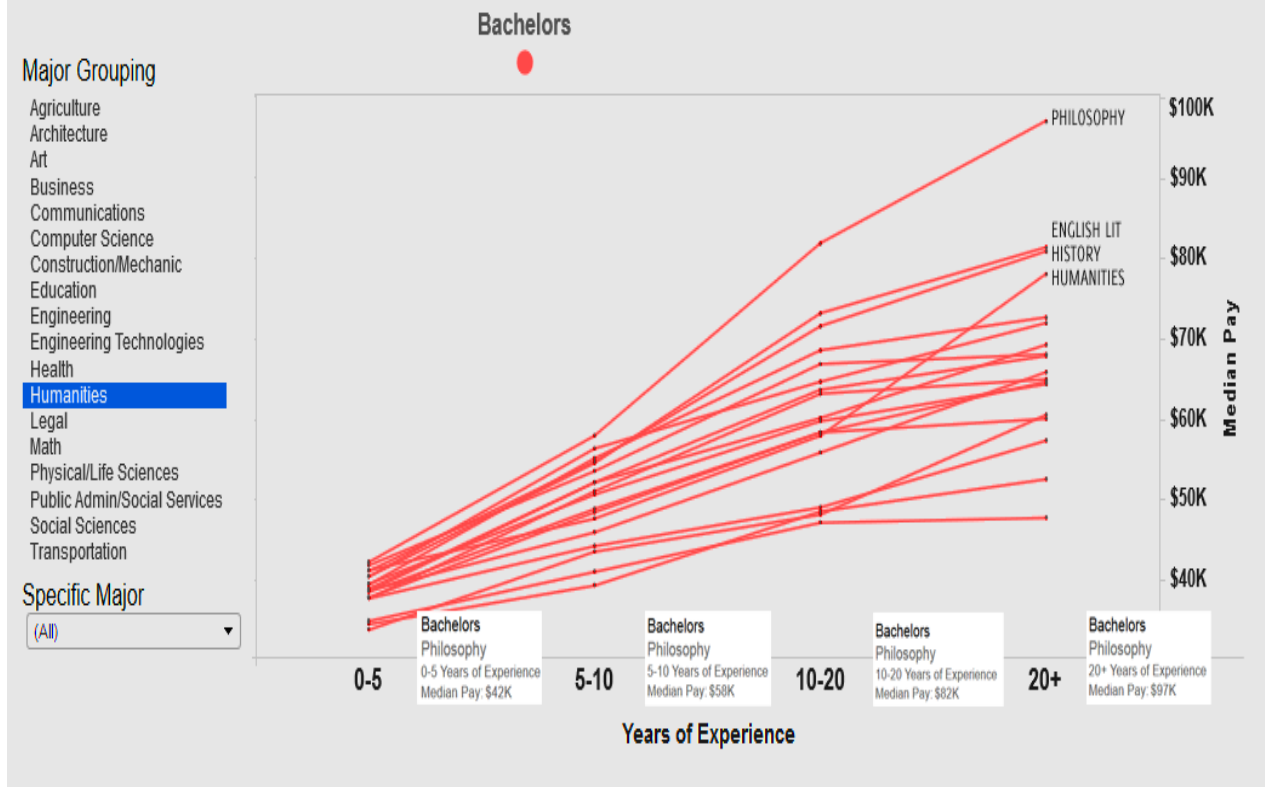
We intend to pursue pathways to hold out our philosophy offerings in a collaborative manner which will, in turn, increase enrollments as stated in the aforementioned examples. The new College of Arts and Sciences also will benefit the growth of the philosophy program.

### **Highlighting Measured Success**

In addition to raising student awareness of the qualitative value of studying philosophy, there are quantitative measures we can highlight that indicate the value associated with the philosophy degree. The worth of a Philosophy degree in competition with all other undergraduate degrees can be defended based on results of several nationally normed exams. Recent figures for all majors' placement on the most prominent graduate entrance exams (GRE, LSAT, GMAT) show that Philosophy and Physics majors consistently score higher than any other major overall. On the GRE verbal and writing tests, philosophy majors rank first; on the LSAT they are second only to Math/Physics majors (the LSAT doesn't distinguish between Math and Physics majors); and on the GMAT they rank fourth. Unfortunately, MCAT results do not separate Philosophy. Rather, Philosophy is grouped with all humanities. Humanities place second to Mathematical Sciences on MCAT scores, followed by Physical and Biological sciences. The overall rank is produced by ranking each degree's place among all majors taking the respective test, and then adding, across all exams, that degree's place number. Trends in the data have changed little over the years, though Chemistry has been higher and Physics lower. The accumulated data over several decades indicate that if a person is interested in further education but is uncertain about a major, the absolute best preparation is to major in Philosophy. This would also seem to indicate that the best preparation for any number of possible areas of professional employments—legal, medical, business, or any number of other areas—would be according to this ordered set as well.

## Maturity Curves: How Experience Affects Pay

Find out how much graduates with different degree and major combinations earn with 5, 10 and 20 years of experience under their belt. Narrow in on a particular subject grouping to see which fields of study benefit most from advanced degrees.



<http://dailynous.com/wp-content/uploads/2015/09/payscale-philosophy-salary-data1.png>.

As part of the preparation for this report, we consulted with several other departments which have maintained or grown their numbers to see how they managed to accomplish the feat. The most common strategy was to provide this quantitative data to prospective students and parents. Therefore, we intend to highlight all of this information on our webpages and in our student recruitment materials, in addition to having more of an active presence on the university website and on social media. A new series of webpages and links to the relevant data is already under construction.

### Recruitment and Scholarships

The Philosophy Program has approximately \$50,000 in outside scholarship money available each year (a sustained gift from a generous anonymous donor). We have been using that money to grant competitive scholarships to students who wish to continue their studies in philosophy as majors or minors. For reasons already noted, we are convinced that we could acquire more majors if students took our classes early in their studies. Therefore, we have decided to set aside \$10,000-\$15,000 of that for incoming honors students who are interested in taking philosophy in their first year. The scholarships will be awarded on a first-come, first-served basis to any students interested in majoring or minoring in philosophy. Since we teach

an introductory Honors course every Fall semester, we hope these scholarships will attract more students to the Philosophy major (or take it as a second major) early in their academic career. We will work with the Offices of Admissions and Financial Aid to institute this plan and to explore other ways to strategically recruit more students with our scholarship resources.

For the same reasons given above, we will be contacting public high schools and home school organizations in Nebraska with more information about our Great Books-oriented program in philosophy. We currently are putting together a new brochure to give to these students, highlighting our program as a “Great Books” approach to the study of Philosophy and Literature. We also have begun planning visits to several high schools in Lincoln and Omaha, as well as high schools in our own local area (Kearney, Grand Island, Hastings, Lexington, etc.) on occasions when students are available to talk to representatives from universities. We will either make these visits ourselves, or, whenever possible, asking alumni from our program to do so. This upcoming year, we set a goal to visit the Elkhorn, Ralston, and Millard high schools since we have alumni from the philosophy program living and teaching in these areas. We also will arrange to have local alumni visit Lincoln East, and Lincoln Southeast high schools and the Lincoln area home-schooling association. Other alumni are in Wayne and the Scottsbluff area; we will contact them for visits to high schools in those areas as well. Locally, one or more of us will arrange to visit with students from Kearney High School, Kearney Catholic, and possibly one or two high schools in Grand Island.

Finally, we will be intentional in speaking with all of our minors in philosophy, encouraging them to consider “upgrading” their minor to a second major in philosophy. This upgrade, in most cases, would mean taking just an additional six hours (i.e., two courses) in philosophy beyond the minor requirements.

First Time Enrollment (First Time Freshmen and Transfer Students)

Current enrollment estimates for Fall 2018 include two admitted students and one additional student who is in the process of completing their application for the Bachelor of Arts in Philosophy program. We average nearly 100 first-time honors students each year; of those between 10 and 15 students are undecided in their program of study. Using the funding set aside for incoming honors students who are interested in majoring or minoring in philosophy in their first year, we've identified the following goals.

- Increase first-time enrollment in Philosophy program by 50%
- Recruit five deciding first-time students
- Recruit four first-time students to add Philosophy as second major

	Fall		
	2018	2019	2020
First Time Enrollment	3	5	7
First-Time Deciding Student	5	5	5
First-Time Honors – Second Major	4	4	4
Total	12	14	16

### Continuing Students

Upper-level students will need to be recruited to the Philosophy program to see an increase in degrees awarded by the 2020-21 year. To meet the threshold of seven degrees, we expect to recruit some of the current upper level Philosophy minors to convert their minor to a second major in Philosophy. We will also recruit undecided students and encourage them to choose Philosophy. Finally, we will work closely with the advisors and students of other departments to communicate the benefit of adding Philosophy as a second major. The table below reflects our current expected graduates and the projected graduates we expect over the next few years by incorporating these changes. The average projected total graduates' equals seven, meeting the required Coordinating Commission threshold.

	Degree Completions				
	2018-19	2019-20	2020-21	2021-22	2022-23
Current Expected Graduates	4	1	5		
Projected Additional Graduates	2	6	3	7	7
Projected Total Graduates	6	7	8	7	7

After a year of instituting all of the above strategies, we will assess our success and be able to report on our progress to the administration at UNK, the Board of Regents, and the CCPE. Our goal is to achieve the threshold of seven graduates annually with implementation, monitoring, and continual adjustment of our tactics to ensure substantial progress.

### **Conclusion:**

The Philosophy Program at UNK has a tradition of successfully serving students. It is essential that the Philosophy Program continue to serve them; the Program is central in developing students who are critical thinkers and thoughtful decision makers in both their professional and personal lives. Our approach is to utilize the Strategic Plan, collaborate across disciplines, and assist in the recruitment of students. The execution of our strategy will lead to an increased number of majors and students enrolled in Philosophy courses. We appreciate the concerns issued by the CCPE and aim to mitigate enrollment concerns.

*Dr. David Rozema, Philosophy Program Chair*

*May 23, 2018*



TO: The Board of Regents Addendum VIII-A-3

Academic Affairs

MEETING DATE: August 3, 2018

SUBJECT: In-depth Program Review and Action Plan for the Master of Arts (MA) and Doctor of Philosophy (PhD) degrees in Geography at the University of Nebraska-Lincoln (UNL) as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (NCCPE)

RECOMMENDED ACTION: Approval is requested to continue the Master of Arts and Doctor of Philosophy degrees in Geography at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: The UNL MA and PhD degrees in Geography were established prior to modern records of Board approvals.

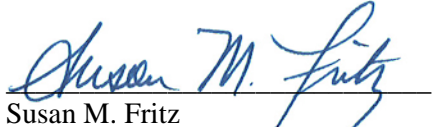
EXPLANATION: Geography has been offered at the University of Nebraska-Lincoln since its founding in 1869, and currently UNL is unique in Nebraska as the only institution that offers the PhD in Geography. The five-year average numbers of MA and PhD degrees currently granted in Geography (2.4 and 1.8, respectively) are below NCCPE thresholds of five Masters and three PhD degrees per year.

On January 25, 2018, the NCCPE voted to require that the University of Nebraska's in-depth report on the MA and PhD programs in Geography at UNL be submitted by September 30, 2018.

UNL has performed the in-depth review of the MA and PhD programs in Geography; an action plan to increase enrollment is attached. It is recommended that the programs be continued. The Board of Regents is asked to approve this recommendation and approve the forwarding of the report to the NCCPE.

SPONSORS: Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

RECOMMENDED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: July 9, 2018

## Memorandum

To: David Jackson, Vice Provost

From:  Donde Plowman, Executive Vice Chancellor and Chief Academic Officer

Date: July 9, 2018

Re: UNL Geography CCPE In-depth Review Report Requirement

The University of Nebraska-Lincoln College of Arts and Sciences' Interim Dean Beth Thiess-Morse has submitted the enclosed CCPE-required, in-depth report regarding the M.A. and Ph.D. in geography. The report outlines a creative plan for increasing the number of graduate students in our Geography program. I am pleased that the college is working on developing a network of existing faculty in the college and across the campus who can be active participants in the graduate program. The Office of Graduate Studies will work closely with the program director to help facilitate the program goals and college efforts. I am optimistic that the program will be able to meet established CCPE thresholds for graduates within five years. This plan has my approval and my support.

CC: Ronnie Green, Chancellor  
Beth Thiess-Morse, Interim Dean, College of Arts and Sciences  
Tim Carr, Associate Vice Chancellor and Dean of Graduate Studies

## **Additional information relative to the April 2017 CCPE report on Geography programs at the University of Nebraska-Lincoln**

Geography has been offered at the University of Nebraska-Lincoln since its founding in 1869, and currently UNL is unique in Nebraska as the only institution that offers the Ph.D. in Geography.

The 5-year average number of M.A. and Ph.D. degrees granted in Geography is currently below the CCPE threshold. A major reason for this is that the number of faculty in Geography has declined to 3.75 permanently budgeted FTE and, as is true in general across the College of Arts and Sciences, the number of graduate degrees awarded is closely tied to the number of faculty with whom graduate students can work. The College's plan for rebuilding the Geography graduate program rests heavily on building a team of faculty to work with graduate students. It also involves developing a recruitment plan for attracting graduate students to UNL.

In AY 2015-2016 the College of Arts and Sciences undertook a review of our Geography Program and, at the same time, analyzed Geography as a discipline, Geography Departments at the other Big10 institutions, and demand (at both the undergraduate and graduate level) for geography graduates. We found both strong student demand for Geography on the UNL campus and that our faculty and graduate students are remarkably successful, especially considering the small size of our program. We also found that the field is growing dramatically and that the US Department of Labor projects a widening gap between the number of graduates with geographic and geospatial skills and increased demand for suitably experienced job candidates. As a result of our review, the College of Arts and Sciences made the decision to rebuild our Geography Program. Geography faculty moved to new Arts and Sciences space in summer 2017, and with the approval of EVC Donde Plowman, in spring 2018 we conducted an external search for a Geography Program Director.

Our plan for rebuilding the Geography graduate program involves two major steps, described below.

1. We will increase the number of faculty contributing to the Geography program. This involves hiring the new director and involving faculty with relevant expertise from across campus to contribute to the Geography graduate program. We are in the process of making an offer to Dr. David Lopez-Carr, currently Professor of Geography at the University of California, Santa Barbara. Dr. Lopez-Carr is an outstanding scholar (a AAAS Fellow with an extensive external funding record) and has administrative experience as Director of UC Santa Barbara's Latin American and Iberian Studies Program. Dr. Lopez-Carr will assume the Directorship in January 2019.

In addition to the new director, we will create a network of faculty affiliates at UNL who can contribute to offering courses to and mentoring Geography graduate students, thereby increasing the number of faculty working with students and intentionally developing the natural interdisciplinary connections between Geography and the rest of campus. Faculty in the School of Natural Resources and in Community and Regional Planning have expertise in GIS and remote sensing, both of which are essential to Geography training. We also have faculty within the College who work in areas of substantive relevance to geographers, including sociologists who study minority health issues and anthropologists who study human migration. We will develop a network of these faculty affiliates and a graduate curriculum that builds on these strengths to rebuild the graduate program in Geography. In early fall 2018 we will invite faculty affiliates to the first of a series of meetings during which the revised graduate program and curriculum will be established.

2. Our recruitment plan begins by drawing on the national prominence of Dr. Lopez-Carr, current faculty members Dr. Clark Archer and Dr. David Wishart, and Geography faculty affiliates to attract students to UNL. Dr. Lopez-Carr's external funding will help help cover graduate research

assistantships. In addition, regular attendance at regional and national meetings (e.g. the American Association of Geographers) as well as additional recruitment efforts under the guidance of Dr. Lopez-Carr and UNL’s Dean of Graduate Studies will ensure a deep pool of talented graduate applicants. Examples of activities that will increase visibility of our program, and thus attract graduate applicants, include hosting a graduate student research symposium and inviting faculty members at other institutions to give research seminars at UNL.

We expect that if we can follow the rebuilding plan outlined above, the Geography graduate program will triple in size and the number of graduate degrees awarded will be above threshold in five years. Specific program-building, enrollment, and graduation targets are outlined in the table below. We will report annually in May on the program’s progress toward these goals.

	Program activity	Expected number of entering PhD/MA students	Expected number of PhD/MA students in program	Expected number of PhD/MA graduates (assuming 5.5 years for PhD, 2.5 years for MA)
Fall 2018	Establish Geography Program faculty affiliates; develop graduate curriculum; recruit new graduate students	2/0 (these students have already committed to the program)	9/4	1/2
Spring 2019	Dr. David Lopez-Carr appointed Director of Geography Program; finalize graduate curriculum; recruit students at national and regional meetings; utilize UNL Graduate Studies recruiting strategies			
AY 19-20	Recruit students at national and regional meetings; utilize UNL Graduate Studies recruiting strategies; host graduate student research symposium; invite external speakers who will publicize our program at their home institutions	2/3	9/4	1/3
AY 20-21	Geography will continue its recruitment efforts; continue to draw on the expertise of the affiliate faculty; and, through increased external grant funding, be able to offer more graduate research assistantships	3/5	9/6	2/4
AY 21-22		4/6	10/7	2/5
AY 22-23		5/7	11/10	3/6
AY 23-24		6/8	17/11	4/7
AY 24-25		6/8	19/12	4/7
AY 25-26		6/8	21/13	5/8
AY 26-27		6/8	23/14	5/8
AY 27-28		6/8	25/16	5/8

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

SUBJECT: Request for approval of service on an outside board of directors

RECOMMENDED ACTION: Approve request from President Bounds, in accordance with his employment contract and university Bylaws, to serve on the board of directors of an outside organization.

PREVIOUS ACTION: None

EXPLANATION: Section 3.4.5 of the *Bylaws of the Board of Regents of the University of Nebraska* states that full-time professional staff members employed by the University are encouraged to engage in outside professional employment or activities, provided the outside employment does not interfere with the employee’s regular duties at the University or represent a conflict of interest. The policy requires Board of Regents approval, if professional services may be provided over a period lasting more than two years.

In addition, President Bounds’ employment contract requires approval by the Board of Regents prior to service as a compensated member of any outside board of directors of a for-profit organization.

President Bounds has been invited to serve as a director and requests the Board of Regents to approve his service on the board of “The Buckle, Inc.,” with its headquarters in Kearney, Nebraska. This approval is effective as of October 1, 2018, and shall remain in effect for so long as President Bounds serves continuously without a break or separation from the Buckle board.

SPONSOR: Executive Committee  
Board of Regents

RECOMMENDED: Regent Rob Schafer  
Chairman

DATE: July 16, 2018

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

Business Affairs

MEETING DATE: August 3, 2018

SUBJECT: Purchase of donor-funded artwork for the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the purchase of donor-funded artwork for the University of Nebraska Medical Center

PREVIOUS ACTION: None

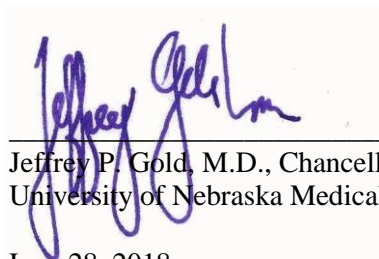
EXPLANATION: UNMC is seeking approval to purchase, using generous donor funds, 19 columns from Jun Kaneko, a world-renowned ceramic artist. Each column is 13 feet tall. Representatives of UNMC have viewed the art located in one of Jun Kaneko's art studios in Omaha, NE. The purchase includes delivery of each column to UNMC campus. The columns would be erected at UNMC in the coming 12 months and located at the south entrance of the iExcel Center (Davis Global Center).

PROJECT COST: \$900,000. Includes purchase and delivery of the artwork

SOURCE OF FUNDS: Private donor funds

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance  
and Economic Development

RECOMMENDED:



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Jeffrey P. Gold, M.D., Chancellor  
University of Nebraska Medical Center

DATE: June 28, 2018

## **IX. UNIVERSITY ADMINISTRATIVE AGENDA**

### **B. BUSINESS AFFAIRS**

#### University of Nebraska

1. Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines Addendum IX-B-1
2. Approve by FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget Request guidelines Addendum IX-B-2

#### University of Nebraska-Lincoln

3. Approve the Program Statement for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln Addendum IX-B-3
4. Approve a scope and budget change for the Nebraska East Union Renovation project at the University of Nebraska-Lincoln Addendum IX-B-4
5. Approve a Four-Year Unizin Service Addendum for Canvas at the University of Nebraska-Lincoln Addendum IX-B-5

#### University of Nebraska Medical Center

6. Approve the budget for the University of Nebraska Medical Center College of Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center Addendum IX-B-6

#### Additional Item – University of Nebraska Medical Center

7. Approve the Second Amendment and Assignment of Lease with Ronald McDonald House Charities in Omaha, Inc. Addendum IX-B-7

**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. Strategic Framework report on Global Engagement/Study Abroad [3-d-i] Addendum IX-D-1
2. Strategic Framework report on Student Learning Assessment: Licensure Results (6-g-iii) Addendum IX-D-2
3. Intermediate Design report for the Early Childhood Education Center at the University of Nebraska at Kearney Addendum IX-D-3
4. Intermediate Design report for the Williams Science Hall Renovation at the University of Nebraska Medical Center Addendum IX-D-4
5. Intermediate Design report for the Wittson Hall Renovation and Wigton Heritage Center at the University of Nebraska Medical Center Addendum IX-D-5
6. Bids and Contracts for the period ended May 31, 2018 Addendum IX-D-6
7. Programs with Tuition Variances Addendum IX-D-7

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

Business Affairs

MEETING DATE: August 3, 2018

SUBJECT: FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget Request

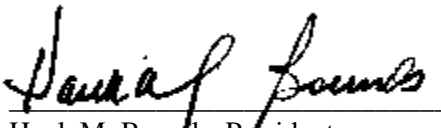
RECOMMENDED ACTION: Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines.

EXPLANATION: The University of Nebraska's 2019-2021 biennial operating budget request plans to seek state support for core University operations. This request is required to be submitted to the Coordinating Commission for Postsecondary Education (CCPE) by August 15, 2018 and the Governor and Legislature by September 15, 2018.

Per historical practice, the University will not submit a formal salary request until after collective bargaining on the UNO and UNK campuses has concluded. Per guidance from the State of Nebraska Department of Administrative Services (DAS), the University's request shows a scenario based on merit increase pools of 2.0% and 2.0% for FY 2019-20 and FY 2020-21, respectively.

The proposed request seeks the support necessary to fund projected costs increases for health insurance, utilities, and general operations.

SPONSOR: Christopher J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:   
Hank M. Bounds, President  
University of Nebraska

DATE: June 28, 2018

**University of Nebraska (excluding NCTA)**  
**2019-20 and 2020-21 Projected Operating Requests (in Millions)**

Note: Formal salary request to be submitted after Collective Bargaining (estimated January 2019)

	<b>2019-20</b>	<b>2020-21</b>
<b>Core Operations</b>		
Compensation		
Salaries & Benefits <sup>1</sup>	14.5	14.8
Health Insurance <sup>2</sup>	0.5	4.5
Workers Compensation Assessment <sup>3</sup>	(0.1)	0.0
Subtotal	14.9	19.3
Operations		
Utilities <sup>4</sup>	1.4	1.5
General Operations <sup>5</sup>	0.9	0.9
DAS Accounting/fusioN Assessment <sup>6</sup>	0.2	0.0
Subtotal	2.5	2.4
 <b>Core Operations Total</b>	<b>17.3</b>	<b>21.7</b>
 <b>% Change in State Appropriations</b>	<b>3.0%</b>	<b>3.7%</b>

Notes:

<sup>1</sup>Assumes 2.0% in FY 2019-20 and 2.0% in FY 2020-21 per DAS guidance

<sup>2</sup>Assumes 3.2% in CY 2020 and 8.7% in CY 2021 per actuarial analysis

<sup>3</sup>Assessment per DAS guidance

<sup>4</sup>Assumes 3.0% in FY 2019-20 and FY 2020-21

<sup>5</sup>Assumes 1.0% in FY 2019-20 and FY 2020-21

<sup>6</sup>Assessment per DAS guidance

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

Business Affairs

MEETING DATE: August 3, 2018

SUBJECT: FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget Request

RECOMMENDED ACTION: Approve the FY 2019-20 and FY 2020-21 NCTA Biennial Operating Budget request guidelines.

EXPLANATION: The University of Nebraska's 2019-2021 biennial operating budget request plans to seek state support for core University operations. This request is required to be submitted to the Coordinating Commission for Postsecondary Education (CCPE) by August 15, 2018 and the Governor and Legislature by September 15, 2018.

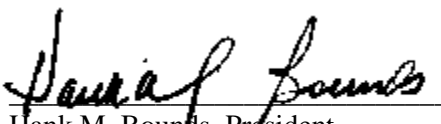
Per historical practice, the University will not submit a formal salary request until after collective bargaining on the UNO and UNK campuses has concluded. Per guidance from the State of Nebraska Department of Administrative Services (DAS), the University's request shows a scenario based on merit increase pools of 2.0% and 2.0% for FY 2019-20 and FY 2020-21, respectively.

The proposed request seeks the support necessary to fund projected costs increases for health insurance, utilities, and general operations.

SPONSORS: Michael J. Boehm  
Vice President for Agriculture and Natural Resources  
Harlan Vice Chancellor, Institute of Agriculture and Natural Resources

Christopher J. Kabourek  
Interim Vice President for Business and Finance | CFO

RECOMMENDED:

  
Hank M. Bounds, President  
University of Nebraska

DATE: June 28, 2018

**Nebraska College of Technical Agriculture (NCTA)**  
**2019-20 and 2020-21 Projected Operating Requests (in Thousands)**

Note: Formal salary request to be submitted after Collective Bargaining (estimated January 2019)

	2019-20	2020-21
<b>Core Operations</b>		
Compensation		
Salaries & Benefits <sup>1</sup>	60.8	62.0
Health Insurance <sup>2</sup>	2.4	23.5
Subtotal	63.2	85.5
Operations		
Utilities <sup>3</sup>	13.7	14.2
General Operations <sup>4</sup>	6.4	6.5
Subtotal	20.1	20.6
<b>Core Operations Total</b>	<b>83.3</b>	<b>106.1</b>
<b>% Change in State Appropriations</b>	<b>2.5%</b>	<b>3.0%</b>

Notes:

<sup>1</sup>Assumes 2.0% in FY 2019-20 and 2.0% in FY 2020-21 per DAS guidance

<sup>2</sup>Assumes 3.2% in CY 2020 and 8.7% in CY 2021 per actuarial analysis

<sup>3</sup>Assumes 3.0% in FY 2019-20 and FY 2020-21

<sup>4</sup>Assumes 1.0% in FY 2019-20 and FY 2020-21

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

MEETING DATE: August 3, 2018

SUBJECT: Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve the Program Statement for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln

PREVIOUS ACTION: None

EXPLANATION: In 2015, the University completed a College of Engineering Master Plan which documented the need for new space and for the renovation of existing spaces to accommodate the projected growth in engineering programs. In 2016, the University received funds from the State of Nebraska to support a project to meet the College’s needs.

The proposed project would demolish the existing 25,307 GSF Scott Engineering Center Link and build a new 87,000 GSF Link replacement building with a mechanical tower serving Scott Engineering Center. The project also would renovate and repurpose the majority of Scott Engineering Center into classrooms, offices, and labs. About 50,000 SF would be prepared as lab space for future expansion with research funds and private donations. Two new accessible entries would be added to Nebraska Hall and it would be fire sprinkled.

This project would allow the College of Engineering to accomplish its education, research, and outreach missions and accommodate its recent growth in undergraduate student enrollment and faculty. The facilities would promote interactive learning, research collaboration, and would aid in the recruitment and retention of talented faculty, staff, and students. Existing building maintenance, operations, and code deficiencies also would be rectified in renovated areas.

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

Proposed start of construction	June 2019
Proposed completion of construction	September 2022

PROJECT COST: Project Budget \$75,456,000

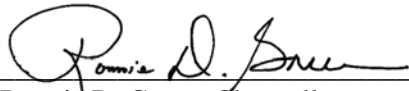
ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$1,097,000 per year

SOURCE OF FUNDS: \$70,000,000 State Funds (LB 957)  
\$ 5,456,000 Private donations

SPONSOR:

William J. Nunez  
Interim Vice Chancellor for Business and Finance

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Ronnie D. Green", written over a horizontal line.

Ronnie D. Green, Chancellor  
University of Nebraska-Lincoln

DATE:

June 28, 2018

## Program Statement

Project Name: Scott Engineering Center Renovation and Link Replacement  
Campus: UNL City Campus  
Date: June 4, 2018  
Prepared by: Facilities Planning & Construction, College of Engineering, and DLR Group  
Campus Project No: 11202  
Phone: (402) 472-3131

### 1. Introduction

#### A. Background and history

Since its inception in 1877, the College of Engineering (COE) has been the sole academic entity in the state of Nebraska charged with providing engineering education and leading technology-based economic development. It does this by delivering affordable, high quality undergraduate and graduate education, and by conducting cutting edge research in the construction, computing, and engineering disciplines. The COE has seven academic units with 13 ABET accredited undergraduate engineering degree programs, 12 masters programs, and 11 doctoral programs. In Fall 2017, the COE had 205 tenured/tenure-track faculty and 42 other faculty who provide educational experiences and professional mentoring to over 3,700 undergraduate students and over 650 full time graduate students. Research expenditures have increased to approximately \$35 million and the college is currently ranked 82<sup>nd</sup> among 205 engineering colleges in the US News & World Report undergraduate rankings. Enrollments, research expenditures and rankings all represent a consistent ten-year trend of growth and improvements in the college.

The COE is uniquely structured across three campuses, City Campus and East Campus in Lincoln and Scott Campus in Omaha. The Scott Campus houses the Durham School of Architectural Engineering and Construction (DURHAM) and the Peter Kiewit Institute (PKI). The University completed a renovation of the Peter Kiewit Institute building in 2012 and the COE added an additional 30,000 square feet of space in the Scott Technology Center in 2015. East Campus houses Biological Systems Engineering (BSE) which also includes Agricultural Engineering. City Campus is home to the remainder of the academic units and degree programs in COE. Both Civil Engineering (CIVIL) and Electrical and Computer Engineering (ECE) have a presence and deliver undergraduate and graduate programs on both City Campus and Scott Campus.

In 2011, the COE joined the Big Ten Plus Engineering Consortium that, in addition to the Big Ten colleges of engineering, includes MIT, Cornell, Carnegie Mellon, Georgia Tech, Berkeley, Stanford and the University of Texas at Austin. This is, without question, the single best collection of colleges of engineering in the world and most are significantly larger than Nebraska. All but one are ranked in the top fifty by US News & World Report and many are in the top twenty. This represents a dramatic change in peer group when compared to the Big 12 colleges of engineering. The COE endeavors to become a top fifty college within ten years.

A facilities survey conducted by the University of Nebraska in 2015/2016 found that the buildings in the engineering complex on City Campus were among the very worst in the entire University of Nebraska system. This led the President's office and the UNL Chancellor's office to allocate \$70,000,000 of funds from LB957 to the improvement of those engineering facilities. The primary COE complex includes four buildings that are all connected. From north to south, they are:

- Nebraska Hall, which was originally constructed in 1931, is a three story, 218,000 GSF building. Two floors were added to the structure in 1951 and the structure grew to be about 364,000 GSF. The University of Nebraska purchased the building in 1958 and renovated the structure for classrooms and laboratories in 1965. The COE currently occupies around 10% of the building with office space for faculty and support staff and some small classrooms.
- The Scott Engineering Center Link (Link) between Nebraska Hall and the Scott Engineering Center added about 25,000 GSF in 1984. The Link primarily houses faculty from CIVIL and the ECE.
- Scott Engineering Center (originally called the Nebraska Engineering Center), was completed in 1971 and has about 177,000 GSF over four stories. It provides high bay space for CIVIL and DURHAM



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## Scott Engineering Center Renovation and Link Replacement

### Program Statement

as well as undergraduate and research laboratories to support ECE and Mechanical and Materials Engineering (MME).

- Othmer Hall was added to the south side of the engineering complex, north of Vine Street, in 2003 and became the formal entrance to the COE. Othmer Hall is about 150,000 GSF and houses Chemical and Biomolecular Engineering (CBE) and the Office of the Dean.

In response to the facilities survey that highlighted the poor conditions of the engineering facilities on City Campus, the University completed a COE Master Plan with the assistance of the Clark Enersen Partners. This Master Plan offered four options for the renovation and expansion of the COE complex in order to improve undergraduate and graduate education, support a larger research enterprise, and address the lack of space on City Campus. The cost estimates ranged from \$152 to \$173 million.

At the direction of the Dean of the COE, a ten member faculty task force carefully studied the facility needs of the college. The task force reviewed engineering buildings at peer and aspirational institutions. Members of the task force also visited new engineering facilities at UCLA, the University of Texas at San Antonio, and the University of Texas at Austin. The task force determined that in addition to the need for new space to accommodate current and future growth in the number of faculty and students in the college, there is a need for higher quality space that supports modern pedagogies and research paradigms and attracts and retains student and faculty talent. The state of the current facilities is limiting growth, hindering student recruitment and success efforts, and creating faculty retention issues.

### **B. Project description**

The proposed project would consist of demolition of the Scott Engineering Center Link and construction of a new building in its place, limited improvements to Nebraska Hall, and renovation of Scott Engineering Center. The Link replacement would be approximately 87,000 gross square feet on the north side of SEC with a new mechanical service tower on the east side to serve SEC. The new Link building would provide the college additional research lab space, specialized research space, instructional laboratories, a new more prominent and transparent entry to the college on the west side, and modern classrooms that support research based instructional strategies and facilitate the delivery of classes and programs between City Campus and Scott Campus. The new building would connect to SEC and Nebraska Hall.

Improvements to Nebraska Hall would be focused on the correction of ADA and other code deficiencies. The renovation would include two new accessible entrances on the north side, elevator upgrades, accessibility upgrades to public restrooms, and fire suppression sprinklers for the entire building.

A majority of the Scott Engineering Center would be renovated to primarily support the college's research enterprise and undergraduate instructional laboratory needs. The renovated building would have state of the art research laboratories that are easily reconfigurable, modern undergraduate instructional laboratories, associated laboratory support, and offices. Mechanical and electrical systems would be replaced to support the demands of modern laboratories and interdisciplinary research efforts. The existing data center would remain and receive HVAC system upgrades. Recently remodeled laboratories and classrooms would also receive HVAC and electrical upgrades. About 50,000 sf would be prepared as lab space for future development with research funds and private donations.

Due to limited temporary laboratory space, the SEC renovation project would be phased. This work would occur after the construction of the new Link building to help with space limitations and minimize disruptions to the college's teaching and research efforts.

### **C. Purpose and objectives**

Consistent with the goals of the University of Nebraska system and the state of Nebraska, the COE must expand its educational, research, and outreach missions if it is to serve as a driver of economic development. Existing industries in the state and region need a larger pipeline of highly qualified engineers and the state's existing agricultural sector and emerging high technology and biomedical sectors need a robust engineering

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**Scott Engineering Center Renovation and Link Replacement**

## Program Statement

research enterprise. The size and condition of the college's existing facilities on City Campus do not support the needs of the state or allow the college to fully deliver on its tripartite mission. This project is a necessary first phase to enable the COE to meet the needs of the state and to achieve the growth goals established by the university. Specific objectives for the project include the following:

- Develop state-of-the-art facilities to improve recruitment and retention of faculty, staff, and students.
- Provide spaces for interactive learning and collaboration.
- Improve classroom spaces to support modern pedagogies that have been proven to improve student learning outcomes, retention, and graduate rates.
- Create a facility that is flexible and able to be economically modified to meet the future needs of the college's educational and research programs and enable higher utilization rates of all spaces.
- Improve and expand departmental and faculty space to provide better communication and collaboration among faculty within departments, across departments, and across campuses through strategic placement of offices, conferencing areas, student support services, and technology support.
- Improve and expand technology support to allow the college to stay on the cutting edge of advances in technology in teaching, learning, and research.
- Develop a sense of place for students, partners and other visitors, faculty, and staff.
- Improve research laboratories to support modern research paradigms, including large scale interdisciplinary research.

## **2. Justification of the Project**

### **A. Data that supports the funding request**

Over the last ten years, the COE has experienced consistent growth in its undergraduate enrollment, from 2,700 students to 3,700 students; its graduate enrollment, from 550 to 650 students; and research expenditures, from \$31,000,000 to \$35,000,000. Though this growth is significant, much more rapid growth is required if the college is to meet the needs of the state and the nation. In the last three years, the college has hired 56 new faculty across all three campuses and these faculty conduct interdisciplinary research that requires modern research laboratories and collaboration tools not supported by the current facilities on City Campus. The COE is committed to long term growth to 5,000 undergraduate students and 1,200 graduate students; and \$110,000,000 in research expenditures. These growth goals are the key to the college becoming a top 50 college of engineering and a larger driver of economic development in the state. To achieve this, the college must expand its undergraduate and graduate programs and its research enterprise, all of which require improved and additional space to current facilities.

The project is the impetus for a transformational change for the students, staff, and faculty of the COE and for the Nebraska engineering industry. As the COE works to attract new students and nationally known faculty, a more modern facility is essential. The administration and faculty of the College are committed to creating a learning environment that encourages students to work together, much like they will be expected to do when they enter the engineering profession. The COE's goal is to allow students to attend class, study, work on group assignments, interact with the engineering community, develop life and career skills, and participate in engineering student organizations *all in one space*. The sense of community that a new and renovated engineering complex will offer will enhance the experience of any UNL student who enters the building. Finally, the complex will be a space to be shared with the business and engineering community of Nebraska. It will be a welcoming space to all who enter it, showcase the work being done by academic units and student groups, and foster an intellectual community that engages everyone.

### **B. Alternatives considered**

The COE Facility Master Plan explored options of building a new facility to house all of COE. The size of such a complex created a very large project cost and required relocation to a less central site. Removing

## Scott Engineering Center Renovation and Link Replacement

### Program Statement

and replacing portions of the existing complex, like Nebraska Hall, were also considered. The square footage of Nebraska Hall was similarly very costly to replace and were found to be prohibitive.

Nebraska Hall in large part and Scott Engineering Center to a lesser extent are shared with other occupants. One alternative would be to relocate all others and assign the full complex to COE. That would be a disruptive and costly option with the provision of other facilities for all the non-COE uses.

Initially the project explored a new facility adjacent to the existing complex and renovation of the existing buildings. The total cost of all the improvements did not allow for work to begin immediately so the renovation portion was prioritized. A new building is still being considered for the future.

Replacing SEC was not considered and a total cost of ownership was not conducted due to the logistics to keep enough labs operational. In order to replace it, all current occupants would have to be moved out of the building. The lack of lab swing space would require that a new space be built first and the cost would be too much to replace the full facility. The data center has explored options of moving before and found the cost to be too great as well. Additionally, SEC is a sound building and it is appropriate for its intended use so it is a good candidate for renovation.

The Link is not in good condition and is limited in use. Its removal and replacement with a lab building that can house a significant portion of SEC creates needed swing space for a more efficient renovation of SEC. The mechanical tower allows phasing of mechanical systems with less disruption. All together the new construction minimizes phasing and shortens the renovation time, thus reducing construction cost.

### 3. Location and site considerations

**A. County:** Lancaster

**B. Town or campus:** University of Nebraska-Lincoln City Campus

**C. Proposed site**



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**Scott Engineering Center Renovation and Link Replacement**

Program Statement

**D. Statewide building inventory:**

Nebraska Hall	51ZZ0051900B
Scott Engineering Center Link	51ZZ0051801B
Scott Engineering Center (SEC)	51ZZ0051800B

**E. Influence of project on existing site conditions**

**1) Relationship to neighbors and environment**

The site is located in the northeast corner of City Campus between 16<sup>th</sup> and 17<sup>th</sup> Streets. Abel Hall, the Abel-Sandoz Welcome Center, and Sandoz Hall are across 17<sup>th</sup> Street. A privately-owned parking lot of approximately 68 parking stalls is also on the east side of 17<sup>th</sup> Street and is leased for university parking. The Courtyards, Greek housing, and recreation fields are located to the south across Vine Street. Jorgensen Hall is on the west side across 16<sup>th</sup> St.

The proposed project would provide opportunity to create a new welcoming and transparent entry to the COE complex along 16th Street. The proposed new entry would establish a better-defined relationship between the COE and Jorgensen Hall. It should also be an identifying component that provides a prominent point of entry. The intent is to make the building inviting to all students and visitors while emphasizing the COE brand.

The project would enhance the outdoor area between the new Link Replacement and Nebraska Hall to a pedestrian and gathering environment that is welcoming, comfortable, collaborative, and safe. Improvements could incorporate specialty paving, seat walls, pedestrian scale lighting, site amenities, and landscaping that provide gathering space for students and faculty.

The design of the facility and site improvements on the east side should consider the possible closing of 17th Street to public vehicular traffic and incorporate design elements that would support the potential future development of 17th Street into a highly interactive and engaging outdoor student environment.

**2) Utilities**

Existing utilities between Nebraska Hall and the Link would either be relocated or worked around to maintain services to the existing buildings in the area. Utilities anticipated to be impacted by building construction include:

- Storm and sanitary sewer
- Gas service
- Electrical and fiber duct banks

**3) Parking & circulation**

The replacement Link would be planned to maintain pedestrian access from 16<sup>th</sup> to 17<sup>th</sup> as well as allow service and emergency vehicle access. Vehicle access would be one-way from 16th Street to 17th Street. All pavement would be designed to adequately support the loaded service vehicles expected at the buildings.

Service access to all loading docks would be maintained, reconfigured, or replaced. The layout of the service drives should, to the maximum extent possible, minimize conflicts and/or crossings of separated pedestrian paths. Enhancement of the aesthetics of the Nebraska Hall dock should be considered.

The project would take into consideration its relationship with the existing 17th Street

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## Scott Engineering Center Renovation and Link Replacement

### Program Statement

alignment and explore options to improve access such as an additional driveway connection to 17th Street. This would reduce the necessity for vehicles to back-up or turn-around within the parking and loading area.

#### 4. Comprehensive Plan Compliance

##### A. Compliance with the University of Nebraska Strategic Framework, Campus Roles and Mission and Campus Strategic Plan.

This project aligns with the goals outlined in the University of Nebraska Strategic Planning Framework 2014-2016. Specifically, the following goals are most pertinent:

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.
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.
  - 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.*
  - e. Encourage and facilitate the commercialization of research and technology to benefit Nebraska.
  - 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.*
4. The University of Nebraska will pursue excellence and regional, national and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.
  - a. Increase external support for research and scholarly activity.
    - ii. *Inventory and forecast infrastructure (physical facilities, information technology, equipment) necessary to support continued growth in research activity and secure private and public support to eliminate deficiencies.*
  - b. Increase undergraduate and graduate student participation in research and its application.
  - c. Encourage and support interdisciplinary, intercampus, inter-institutional and international collaboration.
  - d. Improve the quantity and quality of research space through public and private support.
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.
  - c. Support Nebraska's economic development.
6. The University of Nebraska will be cost effective and accountable to the citizens of the state.
  - a. Support the development of a sustainable university environment.
    - ii. *Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*

## Scott Engineering Center Renovation and Link Replacement

### Program Statement

*iii. Campuses shall pursue energy efficiency.*

b. Maintain a safe environment for students, faculty, staff and visitors.

c. Allocate resources in an efficient and effective manner.

*i. Use best practices in procurement and construction and other business engagement.*

#### **B. Consistency with the agency comprehensive capital facilities plan (year of plan and updates or revisions)**

Plan Big was adopted by the Board of Regents in 2013. Plan Big addresses both City and East Campuses, the connections between them, and between the university and its surroundings. Plan Big builds on the unique character of each campus and offers recommendations to improve and enhance each, while maintaining the elements that are valued by the campus community. With its proximity to downtown, City Campus is envisioned as an urban campus that capitalizes on connections beyond its edges, has increased density within the core to provide space for new development, and creates a welcoming, vibrant landscape.

Plan Big provides a flexible framework for future development. The plan describes future campus development sites; yet, it does not prescribe building uses or land uses. Rather, the plan allows the university to make incremental decisions within the context of broader goals. This encourages UNL to site future buildings or expansions in locations that best enhance desired programmatic adjacencies and relationships.

Plan Big depicts 17<sup>th</sup> Street as a pedestrian oriented mall that accommodates service needs. A new building site is shown at the northeast corner of 17<sup>th</sup> and Vine Streets. The architectural principles propose that the 17<sup>th</sup> Street district be developed with a strong sense of identity and scale. The design principles that this project would embrace include:

- Buildings must relate to and define outdoor campus spaces.
- Places should ... express UNL's place as a premier, forward-looking institution where high levels of achievement are the standard.
- Places should create spaces that inspire social and intellectual collaboration.
- Design of facilities should respect the existing campus fabric yet allow for exceptions that create landmark focus.

#### **C. Consistency with the current version of the CCPE Project Review Criteria/Statewide Plan**

The project is consistent with Nebraska's Coordinating Commission for Postsecondary Education Comprehensive Statewide Plan for Postsecondary Education, Chapter 6: Statewide Facilities Plan; specifically as follows:

*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.*

*Individual capital construction projects will support institutional strategic and comprehensive facilities plans; comply with the Comprehensive Statewide Plan for Postsecondary Education, which includes the Statewide Facilities Plan; and not unnecessarily duplicate other facilities.*

### **5. Analysis of existing facilities**

#### **A. Function and purpose of existing programs as they relate to the proposed project**

The existing COE is housed in a complex of four connected structures (Nebraska Hall, Scott Engineering Center Link, Scott Engineering Center, and Othmer Hall). The primary departments occupying spaces in

**Scott Engineering Center Renovation and Link Replacement**

## Program Statement

the affected buildings are Mechanical and Materials Engineering, Electrical and Computer Engineering, and Civil Engineering. Some spaces are also assigned to Computer Science and Engineering, Chemical and Biomolecular Engineering, and the COE. These groups would continue to occupy spaces in the complex during and after the project.

**B. Square footage of existing areas:****Nebraska Hall**

Space Code	Description	NSF
	<b>Total Net Square Feet</b>	331,488
	<b>Total Gross Square Feet</b>	363,781

**Scott Engineering Center Link**

Space Code	Description	NSF
100	Classroom	699
200	Laboratory	1,740
300	Office Facilities	11,574
	Building Services, Circulation, and Restrooms	8,257
	<b>Total Net Square Feet</b>	22,270
	<b>Total Gross Square Feet</b>	25,307

**Scott Engineering Center**

Space Code	Description	NSF
100	Classroom	5,862
200	Laboratory	16,261
250	Research (Non-Class) Laboratory	52,704
300	Office Facilities	11,681
500	Special Use Facilities	8,073
600	General Use Facilities	1,353
700	Support Space	236
710	IS Space	8,204
	Building Services, Circulation, and Restrooms	55,811
	<b>Total Net Square Feet</b>	160,185
	<b>Total Gross Square Feet</b>	177,282

**C. Utilization of existing space by facility, room and/or function**

The four existing buildings include classrooms, laboratories, offices, study spaces, general use and support areas that are outdated and unsuited to the desired use in many ways. These spaces are used to the extent possible and COE is successful despite the deficiencies. Improvement of the spaces would allow for more efficient use with better results.

**D. Physical deficiencies**

The primary physical deficiencies of each building are:

NEBRASKA HALL:

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## Scott Engineering Center Renovation and Link Replacement

### Program Statement

- Insufficient number of ADA accessible entries
- Non-compliant interior doors
- Non-compliant public restrooms
- Elevator equipment beyond its useful life and with ADA compliance issues
- Air Handling Units beyond their useful lives and in need of replacement
- Electrical service panels and equipment past their useful lives
- Portions of the plumbing systems near the end of their useful lives
- Existing structure not well suited for research labs
- Incomplete fire suppression system
- Outdated finishes
- Inconsistent and confusing interior circulation

#### SCOTT ENGINEERING CENTER LINK:

- Non-compliant interior doors
- Elevator equipment beyond its useful life and with ADA compliance issues
- Building envelope in poor condition
- Existing structure not well suited for research labs

#### SCOTT ENGINEERING CENTER:

- Non-compliant interior doors
- Elevator equipment beyond its useful life and with ADA compliance issues
- Non-compliant public restrooms
- Air Handling Units beyond their useful lives
- Undersized mechanical systems which limit research hoods
- Exhaust system fans near the end of their useful lives
- Portions of the HVAC piping systems near the end of their useful lives
- Roof at the end of its useful life
- Outdated finishes
- Inconsistent and confusing interior circulation

### **E. Programmatic deficiencies**

The primary programmatic deficiencies are:

#### NEBRASKA HALL/ LINK / SCOTT ENGINEERING CENTER:

- Lack of space to accommodate student enrollment in several engineering departments
- Lack of quality research space
- Lack of student-focused space



**Scott Engineering Center Renovation and Link Replacement**

Program Statement

**F. Replacement cost of existing building**

The replacement costs listed below are from the most recent Facilities Management Information Report (FMIR) dated June 30, 2017 (calculated for insurance purposes).

Nebraska Hall	\$ 95,815,463
Scott Engineering Center Link	\$ 5,452,049
Scott Engineering Center	\$ 55,912,273
Othmer Hall	\$ 53,922,473

The cost of a replacement facility for all of the COE space in the complex was considered during planning and would be about \$200 million.

**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 addresses a number of deficiencies and issues. The COE is experiencing aggressive growth and lack of space. This is an opportunity to meet the space requirements with 21st century engineering college facilities. Both teaching and research laboratories would be configured to maximize adaptability and utilization. The program would bring clarity of circulation throughout the complex and expose the innovative and unique activities in the college.

**2) Projected occupancy/use levels**

Projections were developed for all of the COE based on historical data, recent enrollment trends, and comparison to other Big 10 and like-sized institutions' colleges of engineering.

- **Personnel projections**

	2013	2017	2022 (projected)
Tenured/ Tenure Track Faculty	167	205	210
Non - Tenured Faculty (Lecturer / POP)	23	42	50
Research Faculty	45	57	60
Staff	173	199	190
Graduate Students	606	655	723
Undergraduate Students	3127	3739	4128

- **Describe/justify projected enrollments/occupancy**

Several drivers of growth were identified during strategic planning for the COE-educational and economic. STEM fields are being promoted in elementary schools and more youth are recognizing engineering fields as career opportunities. There are insufficient qualified persons for current positions in the state in multiple engineering fields and the projected increase in research will expand the demand. Over the last five years, COE has experienced annual increases in undergraduate enrollment and seen an increase in graduate enrollment recently. The COE is positioning itself to continue with similar growth and meet the needs of the university and state.

**B. Space requirements**

**1) Square footage by individual areas and/or functions**

**Scott Engineering Center Renovation and Link Replacement**

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Space Description	Room Use Code	SEC	SEC	Link
		Renovated NSF	Minor Remodel NSF	New NSF
<b>Classroom Facilities</b>		<b>1,300</b>	<b>2,881</b>	<b>3,750</b>
COE Shared	110	1,300	2,881	3,750
<b>Laboratory Facilities</b>		<b>35,820</b>	<b>24,875</b>	<b>35,432</b>
Civil Class Laboratory Facilities	210	3,600		
ECE Class Laboratory Facilities	210	1,920		
MME Class Laboratory Facilities	210	3,360	6,162	
General Class Lab Support	215	180		
Civil Laboratory Facilities	250	1,580	8,073	10,147
ECE Laboratory Facilities	250	6,500	6,908	5,292
MME Laboratory Facilities	250	9,780	3,732	19,993
Research Lab Service	255	8,900		
<b>Office Facilities</b>		<b>12,770</b>	<b>0</b>	<b>4,440</b>
Civil Office Facilities	310	5,430		1,480
Civil Office Service	315	850		
Civil Conference Room	350	450		
ECE Office Facilities	310	4,890		1,480
ECE Office Service	315	700		
ECE Conference Room	350	450		
MME Office Facilities	310			1,480
<b>General Use Facilities</b>		<b>400</b>	<b>0</b>	<b>1,800</b>
COE Assembly	610	400		
COE Exhibit	620			1,000
COE Lounge Space	650			800
<b>Support Facilities</b>		<b>950</b>	<b>8,204</b>	<b>0</b>
COE Storage	730	950		
Data Processing	710		8,204	
<b>4th floor &amp; Basement Shell Space</b>	070		<b>36,400</b>	
<b>Circulation</b>	WWW	<b>9,252</b>	<b>13,065</b>	<b>10,910</b>
<b>Custodial</b>	XXX	<b>683</b>	<b>964</b>	<b>805</b>
<b>Mechanical &amp; Utilities</b>	YYY	<b>5,232</b>	<b>7,389</b>	<b>21,170</b>
<b>Total Net Square Feet</b>		66,407	93,778	78,307
<b>Total Gross Square feet</b>		73,532	103,750	87,008
<b>Efficiency</b>		90%	90%	90%

**Scott Engineering Center Renovation and Link Replacement**

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**2) Basis for square footage/planning parameters**

The programming of the new and renovated spaces was developed by the growth projections in faculty and students. Space allocations for workplace and educational spaces incorporate best practices and University guidelines. Square footage for research laboratories is based on a national Engineering Research Benchmarking Study specific to each academic unit.

**3) Square footage difference between existing and proposed areas (net and gross)**

<b>Building</b>	<b>Existing (SF)</b>	<b>New (SF)</b>	<b>Total Proposed</b>	<b>Difference</b>
Scott Engineering Center	160,185		160,185	0
Scott Engineering Center Link	22,270			(22,270)
Link Replacement (New Construction)		78,307	78,307	78,307
<b>Total Net Square Feet</b>	182,455	78,307	<b>238,492</b>	<b>56,037</b>
<b>Total Gross Square Feet</b>	202,589	87,008	<b>264,290</b>	<b>61,701</b>

**C. Impact of the project on existing space**

**1) Reutilization and function(s)**

Specific improvements would be made in Nebraska Hall to address code issues which would benefit all of the occupants of the building. SEC would be renovated primarily to provide state of the art research laboratories and undergraduate instructional laboratories.

**2) Demolition**

The Link would be demolished in preparation for the new Link. SEC would have complete interior demolition except for the IS area and a few classrooms and research labs that were recently remodeled.

**3) Renovation**

The majority of SEC would have a complete renovation of the interior spaces for teaching and research labs and associated support spaces. The existing face brick and precast skin would remain. Existing exterior doors and windows would be replaced with new, energy efficient exterior doors and windows. The space would also be reconfigured to improve wayfinding.

**7. EQUIPMENT REQUIREMENTS**

**A. List of available equipment for reuse**

All major equipment currently in active use in the engineering complex would be accommodated within the new COE complex footprint. Computers and ancillary office equipment would be reused where possible. Office, classroom, and computer lab furnishings may not be suitable for reuse.

**B. Additional Equipment**

**1) Fixed equipment**

New fixed equipment would include base and wall cabinets, built in shelving, and lecture hall

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## Scott Engineering Center Renovation and Link Replacement

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seating. Depending on classroom configuration, fixed tables/counters may be provided. A detailed list of fixed equipment would be developed during the project.

#### **2) Movable equipment**

New moveable equipment would include office, classroom, teaching laboratories, and student support space furniture, furnishings, and equipment. This would include lounge, study, conference, and office furniture. Depending on classroom configuration, moveable tables and movable chairs may be provided. A detailed list of new moveable equipment would be developed during the project.

#### **3) Special or technical equipment**

Existing special and technical equipment, including laboratory equipment, would be reused in existing and renovated spaces to the greatest extent reasonable. New laboratory equipment has not been budgeted for in this project, however structure, utilities and service connections would be provided to accommodate future lab equipment. New and renovated classrooms and teaching labs would have technology for video conferencing /distance education. Security cameras would be added for appropriate coverage. Room schedulers would be provided for classrooms and selected meeting rooms.

## **8. SPECIAL DESIGN CONSIDERATIONS**

### **A. Construction Type**

The construction type for the new building would be non-combustible in conformance with the International Building Code, Type I Construction.

### **B. Heating and Cooling Systems**

Scott Engineering Center and the new Link would be served by hot water heating and chilled water cooling systems. All fans and pumps would be provided with variable frequency drives. System control would be by direct digital control (DDC) provided by UNL. Each office and classroom would be provided with its own DDC sensor and variable air volume (VAV) box connected to room lighting occupancy sensors. In addition, each classroom and auditorium space would have CO<sub>2</sub> sensors and controls to maintain safe CO<sub>2</sub> levels.

Hot Water would be made in the SEC basement mechanical room using steam from the campus central plant. Steam condensate would be pumped to the campus condensate return system. Hot water and chilled water would be provided to SEC and the Link Replacement from the SEC basement mechanical room.

The new Link would be served by multiple air handling units (AHUs) which would be located in penthouses or mechanical rooms on each level. Raised floor air distribution systems could be considered in auditorium areas and other locations where raised floors are installed.

SEC would have multiple new AHUs located in a proposed new mechanical tower with two units serving each floor. This new mechanical chase and equipment structure would be constructed to allow for a phased mechanical renovation to coincide with remodeling by mechanical service zones. A detailed sequencing plan will be developed with the contractor during design to keep the existing IS space operational during construction.

Energy recovery units would be evaluated on a life-cycle cost basis for installation on exhaust ductwork systems to pretreat incoming ventilation air.

### **C. Sustainability**

The overall design of the site and improvements would be developed to maximize the opportunity for

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## Scott Engineering Center Renovation and Link Replacement

### Program Statement

sustainable design. The project would be designed to LEED Certification at a minimum. Application for LEED certification would not be pursued.

The project would explore opportunities to use the building systems as a living laboratory. Equipment could be visible and dashboards could display system graphic, heat transfer, and energy use.

#### **D. Life Safety/ADA**

All new construction would be made accessible per the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines and would comply with all current life safety standards. Renovated buildings and portions of buildings would comply with current standards. Fire suppression sprinkler systems would be provided in SEC and Nebraska Hall. Two new ADA compliant entries are planned for the north side of Nebraska Hall.

#### **E. Security**

The existing complex security system will be evaluated during design and additional controls and monitoring points would be added as warranted. Access control systems would be provided at each exterior door and at selected interior doors. Card access rough-ins would be provided at all labs and classrooms if card readers are not installed. Security cameras would be provided at recommended locations.

#### **F. Historic or architectural significance**

Nebraska Hall is a brick and concrete terminal warehouse with very little brick ornament or detail. The Link is a minimalist mid-century structure. SEC is another minimalist mid-century modern building. Othmer is a four story brick and limestone example of the post-modern architectural style.

The project could leverage the 16th street exposure by building transparency into spaces that exhibit leading edge engineering accomplishments and student engagement. It is a primary face for the COE and should develop a cohesive look with the existing buildings that could be extended to future additions. The exterior space between the proposed Link and Nebraska Hall could display and celebrate engineering. The project could express engineering by highlighting design innovations that follow the “Building as a Lab” concept. Interior transparency could be used to celebrate integrated design that elevates student intrigue and identity that this is a place of engineering learning and investigation.

#### **G. Artwork**

Art would be provided in compliance with the 1% for Art requirement.

#### **H. Phasing**

Work would be coordinated around activities and existing occupants. A detailed phasing plan would be developed with the Construction Manager during design. Preliminary planning outlines the following:

Design Phase	10/2018 to 7/2019
Link Demolition	6/2019
Link Construction	6/2019 to 12/2020
NE Hall entries addition	6/2019 to 12/2019
NE Hall ADA entries minor remodeling and sprinkler	6/2019 to 11/2020
Scott Engineering Center remodel and renovation, multiple phases	1/2021 to 9/2022

#### **I. Future expansion**

A future expansion building at 17<sup>th</sup> and Vine was studied during planning. The new building construction estimate was approximately \$58,000,000 for about 175,000 square feet. The vacated 17th Street site would

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## Scott Engineering Center Renovation and Link Replacement

### Program Statement

allow for re-purposing the streetscape into a courtyard that could be used as both an active learning space for the COE and a passive recreation space for Abel and Sandoz Residence Halls. Many programmatic needs of the COE would be met with the addition of such a building to the complex.

#### **J. Other**

##### **Electrical Power Distribution System**

- Scott Engineering Center: All switchboards and panel boards throughout the building would be replaced except for the IS area and recently remodeled spaces. In order to accomplish this, a new electrical distribution system would be installed in the mechanical tower addition. Panelboards would be located throughout the renovated spaces, as required.
- Link Replacement: Preliminary calculations indicate a 3000 amp, 480Y/277-volt switchboard would be required.

##### **Lightning Protection System**

- A lightning protection system would be evaluated for each building.

##### **Generator**

- Nebraska Hall: The existing 600 kW generator would be evaluated to confirm the capacity is adequate for any renovations.
- Scott Engineering Center: Two existing generators serve this building; one for the data center and support spaces, one for the rest of the building. Both generators should be able to be retained. The building generator would be evaluated for capacity in conjunction with the Link.
- Link Replacement: A new generator would be provided to serve life safety systems and optional standby systems.

##### **Lighting**

- All lighting would be designed to comply with the standards contained in the latest edition of the Illumination Engineering Society (IES).
- New light fixtures would utilize LED's.
- All lighting controls would be designed to comply with the current state energy code.
- Emergency lighting would be by generator backed circuits.

##### **Special Systems**

- A fire alarm system compliant with NFPA 72, NFPA 101 and university standards would be designed for the facility.
- Communications cabling and equipment rooms would be designed to university standards with spare capacity for future growth. Special care and consideration would be required to provide uninterrupted service to the data centers located within Nebraska Hall and SEC.
- A distributed antenna system would be provided for rebroadcasting of emergency services radio as required.

##### **Building Utilities**

A process chilled water system and other building utility systems would be investigated. Currently there are numerous stand-alone systems at SEC that reject heat to the surrounding space.

##### **Site Amenities**

Bike racks and site furnishings should be integrally incorporated into the design of the pedestrian corridor.

**Scott Engineering Center Renovation and Link Replacement**

Program Statement

Special consideration should be taken to strategically locate site amenities near existing and new building entries.

**9. PROJECT BUDGET & FISCAL IMPACT**

**A. Cost Estimate Criteria**

**1) Identify recognized standards, comparisons and sources**

The estimated probable costs of construction were developed by Building Cost Consultants with reference to costs of similar recent local projects in size, scale, and type. UNL-provided services and non-construction costs were estimated by University staff.

**2) Identify year and month on which estimates are made and inflation factor used**

The estimate was prepared in May 2018 and escalated at 3% per year to the midpoint of construction.

**3) Net and gross square feet**

	<u>SEC and New Link</u>	<u>Nebraska Hall</u>
Net Square Feet	238,492 NSF	331,488 NSF
Gross Square Feet	264,290 GSF	363,781 GSF

**4) Project cost per net and gross square foot**

SEC and New Link portion total project cost	\$71,329,000
Nebraska Hall portion total project cost	\$ 4,127,000
SEC and New Link	\$299 / NSF
Nebraska Hall	\$12 / NSF
	\$270 / GSF
	\$11 / GSF

**5) Construction cost per gross square foot**

SEC and New Link portion construction cost	\$60,527,000
Nebraska Hall portion construction cost	\$ 3,699,000
SEC and New Link.	\$229/GSF
Nebraska Hall	\$10/GSF

**Scott Engineering Center Renovation and Link Replacement**

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**B. Total project cost**

<b>Construction</b>	
General Construction	56,359,000
Site Work/Utilities	967,000
Fixed Equipment	265,000
In-House Construction	3,755,000
Construction Contingency	2,880,000
<b>TOTAL CONSTRUCTION COSTS</b>	<b>\$64,226,000</b>

<b>Non-Construction</b>	
Project Planning	580,000
Professional Consultant Fees	6,161,000
Professional In-house	1,285,000
Equipment - Capital	1,059,000
Equipment - Special/Technical	249,000
Land Acquisition	0
Artwork	605,000
Other	774,000
Non-Construction Contingency	517,000
<b>TOTAL NON-CONSTRUCTION COSTS</b>	<b>\$11,230,000</b>

<b>TOTAL PROJECT COST</b>	<b>\$75,456,000</b>
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**C. Fiscal impact based on first full year of operations**

**1) Estimated additional operational and maintenance costs per year**

Additional operating and maintenance costs are anticipated to be \$1,097,000 per year.

**2) Estimated additional programmatic costs per year**

Additional programmatic costs are anticipated to be approximately \$200,000 per year, primarily to support the maintenance and replacement of equipment in the new and renovated undergraduate laboratories and classrooms. These costs would be paid for using the college's differential tuition budget.

**10. FUNDING**

**A. Total funds required: \$ 75,456,000**



**Scott Engineering Center Renovation and Link Replacement**

Program Statement

**B. Project Funding Sources:**

<b>Funding Sources</b>	<b>Amount</b>	<b>% Total</b>
State Funds	70,000,000	93%
Private donations	5,456,000	7%
Total	\$ 75,456,000	100%

**C. Fiscal year expenditures**

<b>Fiscal Year</b>	<b>Expenditures</b>
FY2016-2017	386,915
FY2017-2018	291,501
FY2018-2019	3,032,965
FY2019-2020	14,484,307
FY2020-2021	35,135,487
FY2021-2022	20,160,465
FY2022-2023	1,964,361
Total	\$75,456,000

**11. TIMELINE**

BOR approves Program Statement	August 3, 2018
A/E and CM selection	October 2018
Intermediate Design Review	May 2019
CM Guaranteed Maximum Price approved	May 2019
Start construction	June 2019
Complete design	July 2019
Complete construction	September 2022
Occupy Project	October 2022

**12. HIGHER EDUCATION SUPPLEMENT**

**A. Coordinating Commission for Postsecondary Education (CCPE) Review**

- 1)  CCPE review is required.

A copy of the project program statement and architectural program will be forwarded to the Coordinating Commission for Post-secondary Education for review following approval by the Board of Regents.

**B. Method of Contracting**

**1) Identify method**

Construction Manager at Risk (CMR)

- **Provide rationale for method selection**

**2) Provide rationale for method selection**

Due to the complex nature of this project, Construction Manager at Risk delivery has been selected. This method offers pre-construction services during design (estimating, scheduling, design assistance, and constructability reviews) to help deliver the project on time and within budget. The CMR can also provide early work packages and pre-ordering of long lead critical path items which can shorten the overall project duration.

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

Business Affairs

MEETING DATE: August 3, 2018

SUBJECT: Nebraska East Union Renovation at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve a scope and budget change for the Nebraska East Union Renovation project at the University of Nebraska-Lincoln

PREVIOUS ACTION: October 5, 2017 – The Board of Regents approved the Program Statement for Nebraska East Union Renovation at the University of Nebraska-Lincoln

EXPLANATION: The proposed Nebraska East Union (NEU) renovation is one part of the larger East Campus master plan focused on improving campus connectivity, circulation, and activity. Renovating the NEU will address several significant issues that can be attributed to the building’s age and original design. These include difficulty in wayfinding and circulation, building life safety and ADA accessibility deficiencies, and extensive mechanical, electrical, and plumbing upgrade needs. The renovated building will provide an upgraded dining area and bowling facility (funded by Athletics) on first floor and an open lounge environment with a variety of seating arrangements, a new C-Store, coffee shop, and copy center with mail services on second floor. The third level will receive minimal upgrades such as new lighting and ceilings throughout, and life safety deficiencies would be corrected.

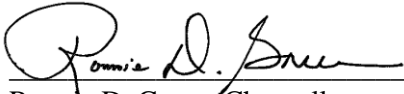
The proposed scope and budget change would expand the Great Plains Room to address campus needs for larger meeting and event spaces. This need is being driven by increased student enrollment, more students living on East Campus in the new residence hall, and activities related to repurposing the C.Y. Thompson Library and the lower level of the Food Industries Building. The addition to the Great Plains Room would be south of the existing space and would fill in the closed west entry to provide appropriate pre-function and support spaces for events. The proposed addition would also better integrate the revised layout of the 2<sup>nd</sup> floor of the Union, the new main entry to the Union from the south, and the Great Plains Room.

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

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$26,600,000	\$28,595,000
Non Construction Budget:	\$5,184,000	\$5,180,000
Construction Budget:	\$21,416,000	\$23,415,000
NSF:	84,742	94,113
GSF:	92,790	104,438
Substantial Completion:	August 2020	August 2020
PROJECT COST: Project Budget		\$28,595,000

SOURCE OF FUNDS:	Bond Proceeds	\$13,600,000
	Designated Student Fees	7,100,000
	Bond Surplus Funds	4,800,000
	Athletic Funds	1,100,000
	IANR Budget	<u>1,995,000</u>
	Totals	\$28,595,000

SPONSOR: Michael Boehm  
Vice President for Agriculture and Natural Resources  
Harlan Vice Chancellor of the Institute of Agriculture and Natural Resources, University of Nebraska-Lincoln

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

DATE: June 28, 2018

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

Business Affairs

MEETING DATE: August 3, 2018

SUBJECT: Four Year Unizin Service Addendum for Canvas for the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approve Four Year Unizin Service Addendum for Canvas for the University of Nebraska-Lincoln

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved a contract with Unizin for the purchase of Canvas and a contract with Turnitin for the University of Nebraska at Kearney, University of Nebraska Omaha, and the University of Nebraska Medical Center with a term of July 1, 2017 – June 30, 2022.

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: As of last year, all campuses have now transitioned to the Canvas Learning Management System (Canvas). UNL began using Canvas in 2016, with UNK, UNO and UNMC implementing the system in 2017. The purchase of Canvas has been made through Unizin, a consortium of higher education institutions.

This four-year Unizin Service Addendum for Canvas for the University of Nebraska-Lincoln will extend the term of the University of Nebraska-Lincoln Canvas contract so that the expiration date will match the expiration date for the Service Addendum in place for the other campuses.

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

PROJECT COST: \$1,498,905

SOURCE OF FUNDS: Student Technology Fees

SPONSOR: Donde Plowman  
Executive Vice Chancellor and Chief Academic Officer

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

DATE: June 28, 2018

**UNIZIN  
SERVICE ADDENDUM FOR CANVAS**

This Service Addendum (“**Service Addendum**”) is an addendum to the Unizin System Member Master Services Agreement (“**MSA**”) dated June 6, 2017 by and between Unizin, Ltd., a not-for-profit corporation (“**Unizin**”) and the Board of Regents of the University of Nebraska (“**University System**”), for and on behalf of the University of Nebraska-Lincoln (“**Member**”). 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 date fully executed (the “**Effective Date**”).

**RECITALS**

WHEREAS, Unizin and University System have entered into a System Member Master Services Agreement dated June 6, 2017 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; and

WHEREAS, Unizin has entered into a Services Agreement with Instructure, Inc. (“**Instructure**”) dated as of May 23, 2014, as amended (the “**Services Agreement**”) to provide Unizin with the right to contract directly with University System and enable Instructure to deliver certain services of Instructure (the “**Services**”), including Instructure’s Canvas learning management system, to University; and

WHEREAS, the 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.

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

**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:

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, 2018 to June 30, 2022; provided, however, that the Service Addendum Term will terminate upon termination of the MSA or termination of the Services Agreement. This Service Addendum, in its entirety, will not exceed four (4) years. 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 INSTRUCTURE ONLY AND NO OTHER PERSON), IF ANY, SET FORTH IN THE SERVICES AGREEMENT OR THIS SERVICE ADDENDUM, NEITHER INSTRUCTURE 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 INSTRUCTURE 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



INSTRUCTURE FOR A BREACH BY INSTRUCTURE OF ANY OF ITS OBLIGATIONS UNDER SECTION 3 OF THE SERVICES AGREEMENT, NEITHER PARTY NOR INSTRUCTURE, 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 INSTRUCTURE'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 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 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 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 elects, or is deemed to elect, option (b) under Section 11.1 and requires the assistance of Instructure in connection therewith, University 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, University shall not be able to extract the University Data from University's Account(s).

**11.4** With respect to any Legal Request served on University for which University intends to respond, University may access, copy and/or remove for itself University Data using the API. If University 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, provide commercially reasonable assistance to enable University 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 Member:**

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

With (copies) to:

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

**To Unizin:**

Rob Lowden, Chief Executive Officer  
Unizin, Ltd.  
807 Brazos Street  
Suite 500  
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.*

ACCEPTED AND AGREED:

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Member**

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEBRASKA

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

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

**Unizin, Ltd.**

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

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

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

EXHIBIT "A"

# INSTRUCTURE

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

## Services Order Form

Order #: Q-57225-1  
 Date: 6/13/2018  
 Offer Valid Through: 6/30/2018

Order Form For UNIZIN Referenced School University of Nebraska-Lincoln

Address: 807 Brazos Street Suite 500  
 City: Austin  
 State/Province: Texas  
 Zip/Postal Code: 78701  
 Country: United States

**Order Information**  
 Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

**Billing Contact**

Name: Glenda Genchur  
 Email: accounting@unizin.org  
 Phone: 1-512-640-6100

**Primary Contact**

Name: Rob Lowden  
 Email: rob.lowden@unizin.org  
 Phone: (512)-640-6100

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2018	6/30/2019	FTE	22,544	USD 10.43	USD 235,133.92
24x7 Support	7/1/2018	6/30/2019	20% of Subscription (Minimums Apply)	1	USD 47,026.78	USD 47,026.78
Tier 1 Support	7/1/2018	6/30/2019	User	22,544	USD 3.50	USD 78,904.00
Recurring Sub-Total						USD 361,064.70
Year 1 Total						USD 361,064.70

Year 2						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2019	6/30/2020	FTE	22,544	USD 10.76	USD 242,573.44
24x7 Support	7/1/2019	6/30/2020	20% of Subscription (Minimums Apply)	1	USD 48,514.69	USD 48,514.69
Tier 1 Support	7/1/2019	6/30/2020	User	22,544	USD 3.50	USD 78,904.00
Recurring Sub-Total						USD 369,992.13
Year 2 Total						USD 369,992.13

**Year 3**

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2020	6/30/2021	FTE	22,544	USD 11.10	USD 250,238.40
24x7 Support	7/1/2020	6/30/2021	20% of Subscription (Minimums Apply)	1	USD 50,047.68	USD 50,047.68
Tier 1 Support	7/1/2020	6/30/2021	User	22,544	USD 3.50	USD 78,904.00
Recurring Sub-Total						USD 379,190.08
<b>Year 3 Total</b>						<b>USD 379,190.08</b>

**Year 4**

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	7/1/2021	6/30/2022	FTE	22,544	USD 11.45	USD 258,128.80
24x7 Support	7/1/2021	6/30/2022	20% of Subscription (Minimums Apply)	1	USD 51,625.76	USD 51,625.76
Tier 1 Support	7/1/2021	6/30/2022	User	22,544	USD 3.50	USD 78,904.00
Recurring Sub-Total						USD 388,658.56
<b>Year 4 Total</b>						<b>USD 388,658.56</b>
<b>Grand Total:</b>						<b>USD 1,488,905.47</b>

Deliverable	Description	Expiration
Canvas Cloud Subscription	FTE means the number of full-time equivalent students calculated in accordance with the definition published by the Integrated Postsecondary Education Data System.	N/A
24x7 Support	24x7 support per year (20% of subscription - min \$2,500)	N/A
Tier 1 Support	Tier 1 Support per user (min \$2500)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

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

Product	Description
Canvas FTE Data Storage	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**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.

**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.

**Duration:** Instructure may begin providing the services on the later of: (i) ninety (90) days prior to the earliest start date; or (ii) the date of the last signature on this Order Form ("Effective Date"). Notwithstanding the foregoing, any third-party content purchased under this order form will be made available on the applicable start date listed above.

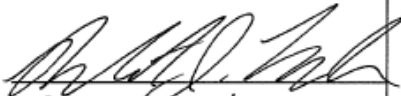
**Notes**

This order form supersedes the previously signed order form (Q-48387-1), signed on 04/10/2018.

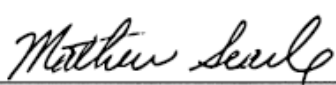
PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): <u>NO</u> If yes, please enter PO Number: _____	Check here if your company is tax exempt: <u>YES</u> <i>Please email any/all exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a>.</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**UNIZIN / University of Nebraska-Lincoln**

Signature:	
Name:	<u>Rob Louden</u>
Title:	<u>Interim Executive Director</u>
Date:	<u>6/14/2018</u>

**Instructure, Inc.**

Signature:	
Name:	<u>Mathew Searle</u>
Title:	<u>Director, Finance Operations</u>
Date:	<u>6/14/2018</u>



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

MEETING DATE: August 3, 2018

SUBJECT: University of Nebraska Medical Center College of Dentistry Clinic Expansion and Renovation

RECOMMENDED ACTION: Approve budget for the UNMC College of Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center on the main campus of the University of Nebraska Medical Center in Omaha, NE

PREVIOUS ACTION: None

EXPLANATION: The UNMC College of Dentistry currently operates a seven-chair clinic that houses the General Practice Residency (GPR). This program educates six postgraduate dentists each year providing care to medically-compromised patients and services in a hospital setting. The proposed clinic remodel will expand the clinic space to 15 dental operatories and provide space for a new Advanced Education in General Dentistry (AEGD) residency program as well as for rotations of residents in the College of Dentistry specialty programs and dental and dental hygiene students. The AEGD program also will educate up to six postgraduate dentists each year.

The proposed project will renovate space that was vacated when Oral Maxillofacial Surgery (OMFS) moved to the new Lauritzen Outpatient Center. Renovating this space to accommodate the programmatic needs for clinic, education and administrative spaces will advance key College of Dentistry strategic initiatives. The renovation will include updates to the facility to support accessibility for patients with compromised mobility and complex medical conditions.

In addition to expanding to 15 operatories, the project also will include sterilization, lab, waiting and support spaces.

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

PROJECT COST:	Construction Cost	\$1,639,000
	<u>Non-construction Cost</u>	<u>986,574</u>
	Total Project Cost	\$2,625,574

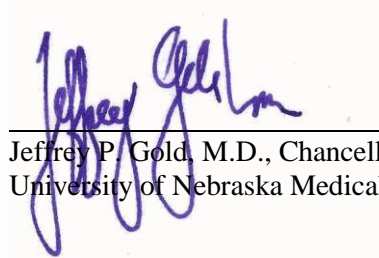
ON-GOING FISCAL IMPACT: None

SOURCE OF FUNDS:	UNMC Budget	\$700,000
	<u>UNMC College of Dentistry Budget</u>	<u>1,925,574</u>
	Total	\$2,625,574

SPONSOR:

Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance and  
Economic Development

RECOMMENDED:



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Jeffrey P. Gold, M.D., Chancellor  
University of Nebraska Medical Center

DATE:

June 28, 2018

TO: The Board of Regents

MEETING DATE: August 3, 2018

SUBJECT: Ronald McDonald House Lease Extension

RECOMMENDED ACTION: Approve the Second Amendment and Assignment of Lease with Ronald McDonald House Charities in Omaha, Inc.

PREVIOUS ACTION: June 13, 1992 – the Board authorized University administration to enter into an affiliation agreement with Ronald McDonald House Charities in Omaha, Inc., f/k/a Heartland Children’s Association for a long-term ground lease (50 years) of University of Nebraska Medical Center property for the construction and operation of a Ronald McDonald House.

EXPLANATION: Ronald McDonald House Charities provides housing, care, and support to families in need, while their children receive medical care. The services provided come at little or no cost to the families. Ronald McDonald House Charities in Omaha is doubling the size of their current facility to better serve a greater number of families. This expansion will invest \$10.3 million on UNMC’s campus. The term of the current ground lease with the Board of Regents ends on January 31, 2043.

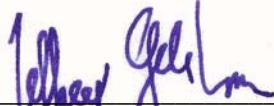
In order to accommodate its financing, Ronald McDonald House has requested an extension of the existing lease to August 15, 2068, along with a consent to assign the lease to RMHC Omaha Real Estate, LLC. The property will be subleased back to Ronald McDonald House Charities in Omaha, Inc.

The lease specifies an annual ground rent to be paid to UNMC of \$1.00. Adoption of this item approves the lease document attached.

PROJECT COST: None

SOURCE OF FUNDS: Not applicable

SPONSOR: Donald S. Leuenberger  
Interim Vice Chancellor for Business, Finance, & Economic Development

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

DATE: August 2, 2018

## SECOND AMENDMENT AND ASSIGNMENT OF LEASE

THIS SECOND AMENDMENT AND ASSIGNMENT OF LEASE (this “Second Amendment”) is made and entered into as of August \_\_, 2018 (the “Effective Date”), by and among the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, governing body for the UNIVERSITY OF NEBRASKA MEDICAL CENTER (“Lessor”), RONALD MCDONALD HOUSE CHARITIES IN OMAHA, INC., a Nebraska nonprofit corporation (“Assignor”), and RMHC OMAHA REAL ESTATE, INC., a Nebraska nonprofit corporation (“Lessee”).

### RECITALS:

WHEREAS, Lessor and Assignor have previously entered into a lease effective February 1, 1993, as amended on March 1, 2018 (collectively, the “Original Lease”), under which Lessor leases to Assignor certain real property located on South 38<sup>th</sup> Avenue as more fully described in Exhibit A attached hereto (the “Land”);

WHEREAS, Lessor and Assignor desire to amend the Original Lease to extend the term to fifty (50) years from the date hereof;

WHEREAS, Assignor desires to assign, and Lessee desires to assume, all of Assignor’s rights, title and interest of Assignor in, to and under the Lease to permit the Lessee to develop, construct and rehabilitate the improvements on the Land (the “Improvements”);

WHEREAS, in order to facilitate the financing of the development, construction, and rehabilitation of the Improvements, Lessee’s leasehold interest in the Land will be encumbered by and will be subject to the loans made to Lessee by Consortium America XXV, LLC, a Delaware limited liability company (“Consortium XXV Lender”), Consortium America 67, LLC, a Delaware limited liability company (“Consortium 67 Lender”), and Brownfield Revitalization XI, LLC, a Delaware limited liability company (“Brownfield Lender,” and together with Consortium XXV Lender and Consortium 67 Lender, collectively, the “Lender” or the “Leasehold Mortgagee”), and pursuant to Section V of the Original Lease, the Lessor’s consent is being requested to permit the loans from the Lender to be secured by one or more mortgages upon all or a portion of Lessee’s leasehold interest in the Land (singly or collectively as the context requires, the “QLICI Leasehold Mortgage” and together with the other loan documents evidencing Lender’s loan, the “Loan Documents”).

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

### ARTICLE 1

1.1 Definitions. Capitalized terms used in the Lease shall have the following meanings unless the context clearly otherwise requires.

Lease means lease effective February 1, 1993, as amended on March 1, 2018, between Lessor and Lessee, as amended and assigned by this Second Amendment.

Leasehold Interest means Lessee's interest in the Land pursuant to the Lease.

Premises means the Land and the Improvements.

## ARTICLE 2 LEASE OF PROPERTY–TERM OF LEASE

2.1 Term. The termination date of the Lease is hereby amended and restated to be August 15, 2068 (the "Term").

## ARTICLE 3 ASSIGNMENT AND ASSUMPTION OF LEASE

3.1 Assignor does hereby sell, convey, transfer and assign to Lessee, all of the right, title and interest of Assignor in, to and under the Lease as of the Effective Date (the "Assignment"). Pursuant to Section XVI of the Original Lease, Lessor hereby consents to the Assignment and Lessee hereby agrees as of the Effective Date to assume, be bound by, and to perform all of the terms, covenants and conditions of the Lease to be performed, kept or satisfied by Assignor thereunder.

3.2 Assignee hereby assumes and agrees to perform all of the duties and obligations of the "Lessee" or "Lessee" under the Lease arising from and after the date hereof.

## ARTICLE 4 RENT

4.1 Annual Rent. Annual Rent in the amount of \$1.00 (the "Annual Rent") shall be paid by Lessee to Lessor on the Effective Date and each year thereafter on the anniversary of the Effective Date until the end of the Term; provided, however, that Lessee may elect to pay \$50.00 on the Effective Date in satisfaction of the Annual Rent due hereunder.

## ARTICLE 5 ENCUMBRANCES

5.1 Leasehold Mortgage Provisions. The provisions of this Article 5 shall control over any contrary provisions of the Lease.

5.2 QLICI Mortgage Authorized. Pursuant to Section V of the Original Lease, Lessor hereby expressly agrees and consents to the QLICI Leasehold Mortgage, subject to the terms of this Lease. Foreclosure of a Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in a Leasehold Mortgage, or any conveyance of the leasehold estate hereunder and other rights hereunder from Lessee to a Leasehold Mortgagee or its designee through, or in lieu of, foreclosure, trustee's sale, or other proceedings in the nature thereof, shall require the consent of Lessor, and upon such foreclosure, sale, or conveyance, Lessor shall be bound to and recognize the purchaser or other transferee in connection therewith as the

Lessee for the balance of the term hereof entitled to all rights provided hereunder and subject to all restrictions and obligations of Lessee under the Lease, including, but not limited to, the Use Restriction.

5.3 Right of Leasehold Mortgagees to Cure. Leasehold Mortgagees, at their option at any time within sixty (60) days following the expiration of the right of Lessee to cure any default under the Lease, may pay any amount or do any act or thing required of Lessee by the terms of the Lease. Payments made and acts performed by Leasehold Mortgagees shall be effective to prevent a termination of the rights of Lessee hereunder, if such payments and acts conform to the terms of such notice from Lessor or if, together with any performance by Lessee or any other person with any cure rights, they are sufficient, except as to timing, to exercise the Lessee's right to cure that so expired.

5.4 Actions not Effective Without Leasehold Mortgagees Consent. No cancellation, termination, or surrender of the Lease shall be effective unless consented to in writing by Lessor and Leasehold Mortgagees while Leasehold Mortgagees' loan to Lessee is outstanding and secured by a Leasehold Mortgage. Notwithstanding the foregoing, and any provision of this Amendment to the contrary, Lessor may terminate the Lease without the consent of Leasehold Mortgagees in the event of a Lessee default that has not been cured by Lessee or Leasehold Mortgagees prior to the expiration of the applicable cure period.

5.5 Assignment; Attornment. Lessor agrees that, upon foreclosure of a Leasehold Mortgagee's lien on Lessee's Leasehold Interest by power of sale, judicial or nonjudicial action, or upon acquisition of the Leasehold Interest by deed in lieu of foreclosure or otherwise, Leasehold Mortgagees, any nominee or designee of Leasehold Mortgagees, or any other person, firm or corporation acquiring such Leasehold Interest pursuant to any foreclosure, deed or assignment in lieu of foreclosure, or similar transfer pursuant to any exercise of remedies under any Leasehold Mortgage (collectively, a "Purchaser"), may, with the prior written consent of Lessor, acquire the Leasehold Interest and Lessee's rights under this Lease, and Lessor shall recognize such Leasehold Mortgagee or such other Purchaser as lessee under this Lease on the same terms and provisions, including but not limited to the Use Restriction, and with all of the rights and privileges of Lessee.

## ARTICLE 6 PURPOSE AND SUBLETTING

6.1 Purpose of Lease and Subletting. Lessee is entering into the Lease for the purpose of acquiring, rehabilitating, and expanding the Improvements and thereafter subleasing the Premises to provide a Ronald McDonald House or, with the Lessor's prior written consent, which consent may be withheld in Lessor's sole discretion, other similar facility to house and provide services to parents (and their other children) of a child who is being treated at a hospital in the Omaha area at a nominal fee on the Land and subject to the terms and conditions of this Lease and the Loan Documents (the "Use Restriction"). Pursuant to Section XVI of the Original Lease, Lessor hereby authorizes, approves and consents to the subleasing of the Premises by Lessee (including such actions that may be necessary for its use as a Ronald McDonald House) to the Ronald McDonald House Charities in Omaha, Inc.



With a copy to: Stinson Leonard Street LLP  
1299 Farnam Street, Suite 1500  
Omaha, NE 68102  
Attention: David K. Lutz

If to Brownfield Lender: c/o Brownfield Revitalization, LLC  
c/o Cherokee Investment Partners  
111 East Hargett Street, Suite 300  
Raleigh, NC 27601  
Attention: Bret Batchelder

With a copy to: Stinson Leonard Street LLP  
1299 Farnam Street, Suite 1500  
Omaha, NE 68102  
Attention: David K. Lutz

With a copy to Investment Fund: Stonehenge Nebraska NMTC Investment Fund III, LLC  
c/o Stonehenge Community Development, LLC  
236 Third Street, Baton Rouge, LA 70801

With a copy to USBCDC: U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
St. Louis, MO 63103  
Attention: Director of Asset Management – Project #25865  
Facsimile: (314) 335-2602

and:

USBCDE LLC  
c/o U.S. Bancorp Community Development Corporation  
1307 Washington Avenue, Suite 300  
St. Louis, MO 63103  
Attention: Director of Asset Management – Project #25865  
Facsimile: (314) 335-2602

With a copy to: Leverage Law Group, LLC  
4501 College Boulevard, Suite 280  
Leawood, KS 66211  
Attention: Neal Johnson

7.2 Counterparts. This Second Amendment may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.



7.3 Other terms. Except as modified by this Second Amendment, all other terms and provisions of the Lease shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment and Assignment of Lease as of the date first set forth above.

LESSOR:

**BOARD OF REGENTS OF THE UNIVERSITY  
OF NEBRASKA**

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

**ATTEST**

By \_\_\_\_\_  
Carmen K. Maurer, Corporation Secretary

[Signature Page 1 of 2 to Second Amendment and Assignment of Lease]

ASSIGNOR:

**RONALD MCDONALD HOUSE CHARITIES IN  
OMAHA, INC.,**

a Nebraska nonprofit corporation

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

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

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

LESSEE:

**RMHC OMAHA REAL ESTATE, INC., a**

Nebraska nonprofit corporation

By \_\_\_\_\_

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

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

[Signature Page 2 of 2 to Second Amendment and Assignment of Lease]

**EXHIBIT A**

**LEGAL DESCRIPTION**

The real estate situated in the City of Omaha, County of Douglas and State of Nebraska, namely:

Lots 1, 2, 3, 4 and 16, Parmenter Place, an addition to the City of Omaha in Douglas County, Nebraska, together with all the vacated alley situated between all of Lots 1, 2 and 16 and a part of Lot 3, and the South half of vacated alley adjoining Lot 4 and a part of Lot 3 on the North.

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

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: July 17, 2018

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

### **Strategic Planning Framework**

**2014-2016**

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

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

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

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

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



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

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

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

a. Increase external support for research and scholarly activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

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: July 17, 2018

## 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 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.	June 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 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.	June 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 2016-17	Raise at least \$9 million in private funds (endowment and/or spendable)	Jan. 2018	Academic

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 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>	Dec. 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>	Dec. 2018	Academic

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
2015-16 Academic Year	<ol style="list-style-type: none"> <li>Each campus will maintain or reach the average six-year graduation rate of its peers</li> <li>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

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 2017-18	<ol style="list-style-type: none"> <li>All salary increases should be awarded, to the extent possible, on the basis of merit.</li> <li>Average faculty salaries on each campus shall meet or exceed the midpoint of peers.</li> <li>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 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 2016	<ol style="list-style-type: none"> <li>Increase faculty diversity, employing measures permitted by state and federal law.</li> <li>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 2017	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2017	Academic
Fall 2018	Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater.	Dec. 2018	Academic

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

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 2017	Academic
Fall 2018	Increase the number of domestic nonresident undergraduate students by 1.5% annually.	Dec. 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 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 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
2017	<p>Increase over previous year. Evaluate and modify annual targets as appropriate.</p> <ol style="list-style-type: none"> <li>1) Entrepreneurship education               <ol style="list-style-type: none"> <li>a) Entrepreneurship student credit hours</li> <li>b) Number of entrepreneurship students</li> </ol> </li> <li>2) Entrepreneurship outreach               <ol style="list-style-type: none"> <li>a) Attendees at seminars provided</li> <li>b) Website visits</li> </ol> </li> <li>3) Business creation               <ol style="list-style-type: none"> <li>a) NU-affiliated companies formed</li> <li>b) NU licensing activity                   <ol style="list-style-type: none"> <li>i) Patents disclosed</li> <li>ii) Patents filed</li> <li>iii) Patents awarded</li> </ol> </li> </ol> </li> <li>4) Business support               <ol style="list-style-type: none"> <li>a) Clients served</li> <li>b) Average investment</li> <li>c) Average sales increase</li> <li>d) Total jobs created</li> <li>e) Total jobs saved</li> </ol> </li> </ol>	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
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) June 2018</li> </ol>	Business

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

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

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Fall 2017	1) Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2) Annual review by the Board of participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment.	August 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 student aboard.*

Reporting Period	Accountability Measure	Report Date	Reporting Committee
Academic Year 2016-17	By 2019-20, the number of students who have studied abroad will reach 1,780, an increase of 50% over the number in 2011-12.	August 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 Recruitment (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 2017	Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.	Dec. 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%.	Dec. 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 University of Nebraska Online 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.*

<b>Reporting Period</b>	<b>Accountability Measure</b>	<b>Report Date</b>	<b>Reporting Committee</b>
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.	Dec. 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.	Dec. 2018	Academic

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

SUBJECT: University of Nebraska calendar for establishing and reporting  
accountability measures

RECOMMENDED ACTION: For Information Only

PREVIOUS ACTION: None

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

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: July 17, 2018

## Strategic Framework Accountability Measure Reporting and Update Calendar

Revised for August 3, 2018 meeting

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
August 3, 2018	Student Learning Assessment [6-g] Study Abroad [3-d-i]	None
October 3, 2018	UNK campus visit with discussion of campus strategic plan and performance indicators.	
December 4, 2018	Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i]	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

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: July 17, 2018

## University of Nebraska Strategic Dashboard Indicators (Updated as of June 28, 2018)

State Funding Change (1.a.i) FY2018-19		Tuition Change (1.a.ii) FY 2018-19		Enrollment Change (1.b.i) Fall 2017		Retention (1.b.i) Fall 2017		Need-Based Aid (1.a.iii) FY2016-17										
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome									
	State funding and cost mgmt.= +0.7% <6% tuition increase		State funding and cost mgmt.= +3.2% <6% tuition increase		UNL= 3.0% increase		UNO= 4.0% increase		80% retention rate		Raise at least \$9 million in private funds	Raised \$15.7 million						
State funding and cost mgmt.= +0.7% <6% tuition increase		State funding and cost mgmt.= +3.2% <6% tuition increase		UNL= 3.0% increase UNO= 4.0% increase UNK= increase UNMC= increase		UNL= +0.7% UNO= +0.7% UNK= -2.1% UNMC= +1.2%		80% retention rate		Raise at least \$9 million in private funds		Raised \$15.7 million						
Women Faculty (2.a.iii) Fall 2016		Minority Faculty (2.a.iii) Fall 2016		Top 25% Enrollment (3.b.i) Fall 2017		Nonresident Students (3.c.i) Fall 2017		Merit-Based Aid (3.b.ii) FY2016-17										
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome									
	Increase over 2015 2016=37.14% 2015=36.78%		Increase over 2015 2016=21.78% 2015=21.39%		Increase to 50%	49.3%		Increase 1.5% over 2016	+2.1%		Raise at least \$9 million in private funds	Raised \$34.1 million						
Increase over 2015 2016=37.14% 2015=36.78%		Increase over 2015 2016=21.78% 2015=21.39%		Increase to 50%		49.3%	Increase 1.5% over 2016		+2.1%	Raise at least \$9 million in private funds		Raised \$34.1 million						
Study Abroad (3.d.i) AY2015-16		International Students (3.d.ii) Fall 2017		Distance Education (3.g.i) Fall 2016		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 7.55% increase over prior year		Double base of 3,018 students by 2019-20 3.4% increase over prior year (4,488)		Resident and nonresident growth above public four-year national average Resident =+15.8% Nonresident =-0.5%		UNL	Maintain or show progress toward reaching the average six-year graduation rate of peers	2016= -6.3% 2015= -6.1%		UNO	2016= -1.5% 2015= +3.0%		UNK	2016= +5.3% 2015= +4.1%	UNMC	Not applicable	Not Applicable
50% increase over 2011-12 number by 2019-20 7.55% increase over prior year		Double base of 3,018 students by 2019-20 3.4% increase over prior year (4,488)		Resident and nonresident growth above public four-year national average Resident =+15.8% Nonresident =-0.5%		Six-Year Graduation Rate (1.b.iii) AY2014-15												

**LEGEND:**



Target Met or Exceeded










Progress Toward Target



Target Not Met

## University of Nebraska Strategic Dashboard Indicators (Updated as of June 28, 2018)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2016-17						Faculty Salaries (2.a.i) FY2017-18				
	<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	+1.14%	+4.29%		UNMC	-0.71%		UNL	2018= -5.2% 2017= -5.2%	
								UNMC	Significant progress toward exceeding midpoint of peers	
								UNO		2018= -5.0% 2017= -5.7%
								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 2017</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) 2017</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) 2016=10,943; 2017=10,319 2) 2016=3,692; 2017=3,451 3) 2016=11,642; 2017=13,242 4) 2016=189,723; 2017=111,098 5) 2016=31; 2017=63 6) 2016=178; 2017=211 (patents filed), 2016=60; 2017=95 (patents awarded) 7) 2016=8,756; 2017=9,952 8) 2016=\$343,578; 2017=\$222,895 9) 2016=\$458,142; 2017=\$275,947 10) 2016=994; 2017=714 11) 2016=644; 2017=548

**LEGEND:**



Target Met or Exceeded









Progress Toward Target



Target Not Met



## University of Nebraska Strategic Dashboard Indicators (Updated as of June 28, 2018)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	<b>Workforce Development</b> (3.h.i and 3.h.iii) Fall 2017	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</b> (6.g) Fall 2016	<ol style="list-style-type: none"> <li>Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations.</li> <li>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 generally 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</b> (6.c.ii)		
	<b>Short Term Cash Investments</b> January 2017	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</b> December 2017	Exceed average of similar fund types.	Fund N endowments gained 13.9% for the year ending June 30, 2017, while similar funds gained an average of 13.2% over the same period.
	<b>Debt</b> December 2017	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 coverage.
	<b>Human Resources</b> August 2018	Meet midpoint of peers in faculty and staff salaries.	Faculty salaries at UNL and UNMC are below the midpoint of peers for 2018*.

**Notes:**

\*UNO and UNK salaries are governed by collective bargaining.

**LEGEND:**



TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

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

RECOMMENDED ACTION: For Information Only

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

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

SPONSOR: Hank M. Bounds, President  
University of Nebraska

DATE: July 17, 2018

Alignment of University's Strategic Goals with Board of Regents Agenda Items  
August 3, 2018

- 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.**
  - Business Affairs committee presentation on the College of Engineering and Scott Engineering Center Renovation
  - Approve request to continue the Bachelor of Arts degree in Philosophy at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education
  - Approve request to continue the Master of Arts and Doctor of Philosophy degrees in Geography at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education
  - Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines
  - Approve the FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget request guidelines
  - Approve the budget for the Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center at the University of Nebraska Medical Center
  - Strategic Framework report on Global Engagement and Study Abroad
  - Strategic Framework report on Student Learning Assessment: Licensure Results
  
- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
  - Business Affairs committee presentation on the College of Engineering and Scott Engineering Center Renovation
  - Approve request to continue the Bachelor of Arts degree in Philosophy at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education
  - Approve request to continue the Master of Arts and Doctor of Philosophy degrees in Geography at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education
  - Approve four-year Unizin service addendum for Canvas for the University of Nebraska-Lincoln
  - Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines
  - Approve the FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget request guidelines
  - Approve the Program Statement for the Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln
  - Approve the budget for the Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center at the University of Nebraska Medical Center
  - Strategic Framework report on Student Learning Assessment: Licensure Results

3. **The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions.**
  - Business Affairs committee presentation on the College of Engineering and Scott Engineering Center Renovation
  - Approve the budget for the Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center at the University of Nebraska Medical Center
  - Strategic Framework report on Global Engagement and Study Abroad
  - Strategic Framework report on Student Learning Assessment: Licensure Results
4. **The University of Nebraska will pursue excellence and regional, national, and international competitiveness in research and scholarly activity, as well as their application, focusing on areas of strategic importance and opportunity.**
  - Academic Affairs committee presentation on NSRI Faculty Projects
  - Approve the Program Statement for the Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln
5. **The University of Nebraska will serve the entire state through strategic and effective engagement and coordination with citizens, businesses, agriculture, other educational institutions, and rural and urban communities and regions.**
  - Approve a scope and budget change for the Nebraska East Union Renovation project at the University of Nebraska-Lincoln
6. **The University of Nebraska will be cost effective and accountable to the citizens of the state.**
  - Approve four-year Unizin service addendum for Canvas for the University of Nebraska-Lincoln
  - Approve the purchase of donor-funded artwork for the University of Nebraska Medical Center
  - Approve the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines
  - Approve the FY 2019-20 and FY 2020-21 Nebraska College of Technical Agriculture (NCTA) Biennial Operating Budget request guidelines
  - Approve the Program Statement for the Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln
  - Approve a scope and budget change for the Nebraska East Union Renovation project at the University of Nebraska-Lincoln
  - Approve the budget for the Dentistry Clinic Expansion and Renovation at the Durham Outpatient Center at the University of Nebraska Medical Center
  - Intermediate Design Reports for:
    - Early Childhood Education Center at the University of Nebraska at Kearney
    - Williams Science Hall Renovation at the University of Nebraska Medical Center
    - Wittson Hall Renovation and Wigton Heritage Center at the University of Nebraska Medical Center
  - Approve or accept various regular reports, including:
    - Report on bids and contracts for the period ended May 31, 2018

TO: The Board of Regents  
Academic Affairs

MEETING DATE: August 3, 2018

SUBJECT: Strategic Framework report on Global Engagement-Study Abroad

RECOMMENDED ACTION: Report

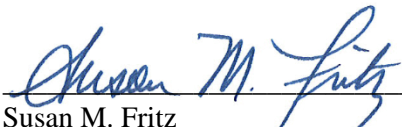
PREVIOUS ACTION: August 11, 2017 – The Global Engagement-Study Abroad report was presented to the Board of Regents.

EXPLANATION: Attached is the Strategic Framework report on Global Engagement –Study Abroad (Strategic Framework Item 3.d.i). The standard reporting format and definitions utilized by the Institute of International Education (IIE) were used to compile the attached report as the IIE methodology provides an accurate and consistent means of reporting student study abroad data.

The current metric sets a goal of a 50% increase over the 2011-12 number of students studying abroad by 2019-20. In 2011-2012, 1,187 students studied abroad for credit. In 2016-2017, the campuses counted at total of 1,501 unique “participations” in education abroad programs by 1,430 students. Of those, 40 students studied abroad more than once through programs offered by their own campus, while 31 students studied abroad through a program offered by another NU campus but received advising and support from their home campus. This aggregate number represents 26% growth in study abroad participation from 2011-12 to 2016-17.

In 2016-17, each campus received \$35,000 in scholarship funds for students who studied abroad. In 2018-19, each campus will receive a different amount in education abroad scholarship funds based on a percentage of overall campus enrollment. These funds will enable more students to participate in a credit-bearing study abroad program. The total amount of education abroad scholarships in 2018-19 is \$100,000.

SPONSOR: Steven T. Duke  
Associate Vice President for Global Strategy and International Initiatives

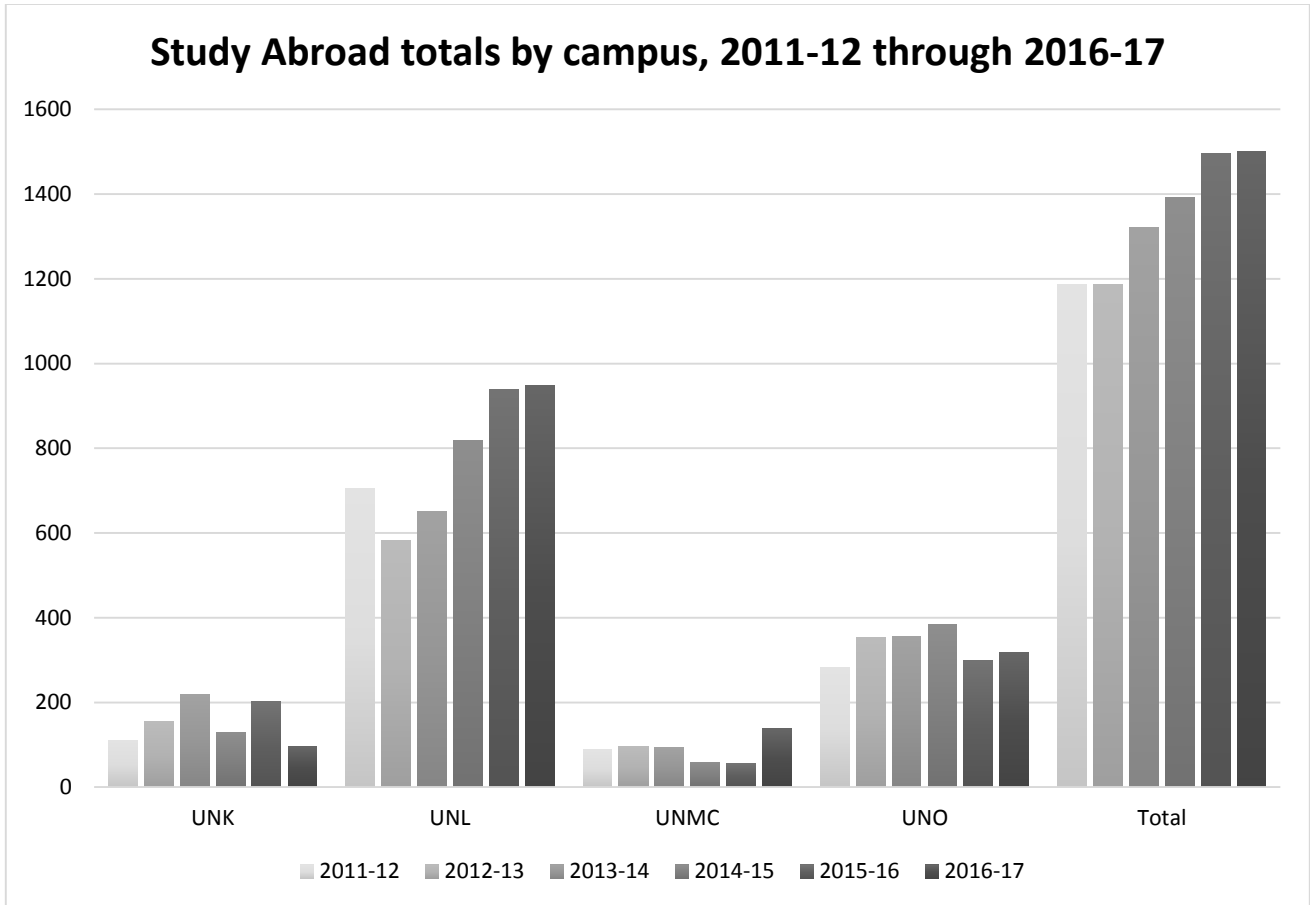
APPROVED:   
Susan M. Fritz  
Executive Vice President and Provost

DATE: July 9, 2018

Strategic Framework 3-d-i  
Global Engagement – Study  
Abroad

**Accountability Measure:**

- 1) By 2019-20, the number of students studying abroad will reach 1,780, an increase of 50% over the number in 2011-12.



	UNK	UNL	UNMC	UNO	Total
2011-2012	111	705	89	282	1187
2012-2013	156	582	96	352	1186
2013-2014	219	650	95	357	1321
2014-2015	129	819	59	385	1392
2015-2016	201	939	57	299	1496
2016-2017 *	96	949	138	318	1501 *

\* See Explanation section above.

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

MEETING DATE: August 3, 2018

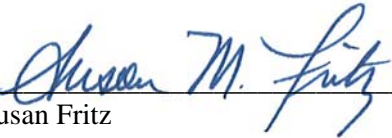
SUBJECT: Assessing Student Learning Outcomes: Licensure Results

RECOMMENDED ACTION: Report

PREVIOUS ACTION: August 11, 2017 – The Assessing Student Learning Outcomes: Licensure Results report was provided to the Board

EXPLANATION: The licensure results are provided as part of the Strategic Framework Goal 6-g.  
  
We report on licensure examinations that allow national comparisons. The latest results follow recent trends and again were exemplary. (See attached table on the following page.)

SPONSOR: Kristin E. Yates  
Associate Vice President for Institutional Research and Chief Data Officer

APPROVED:   
Susan Fritz  
Executive Vice President and Provost

DATE: July 9, 2018

# Strategic Framework 6.g.iii

## Student Learning and Success Outcomes

### Accountability Measure:

Annual or other periodic review, as available, by the Board of performance on standardized examinations and surveys.

UNMC Licensure Exam Pass Rates				
Exam		2017	2016	2015
MD Step 1	UNMC	94%	94%	96%
	National	96%	96%	96%
MD Step 2	UNMC	99%	99%	95%
	National	96%	96%	95%
Nursing	UNMC	93%	93%	89%
	National	85%	85%	86%
Pharmacy	UNMC	95%	95%	98%
	National	88%	88%	96%
Physical Therapy	UNMC	100%	96%	93%
	National	93%	94%	92%

UNMC Dental Licensure Exam Pass Rates			
Exam	2017	2016	2015
DDS Step 1	89%	98%	98%
DDS Step 2	92%	91%	98%
Dental Hygiene	N/A	100%	100%

Last recorded national pass rate for Dentistry was in 2011.

UNL Bar Examination Pass Rates		
Year	UNL	National
2015	90%	70%
2016	94%	69%
2017	93%	72%

The continued reporting of this accountability measure is recommended.



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

MEETING DATE: August 3, 2018

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report for the University of Nebraska – Kearney.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: 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.


EXPLANATION: Following is an Intermediate Design Report approved by the Business Affairs Committee:

**UNK – Early Childhood Education Center**

Program Statement Approved: January 27, 2017  
 Intermediate Design Report: August 3, 2018

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$6,400,000	\$7,800,000
Non Construction Budget:	\$1,273,500	\$1,495,000
Construction Budget:	\$5,126,500	\$6,305,000
NSF:	12,584	14,590
GSF:	17,788	19,900
Substantial Completion:	June 2019	October 2019

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

APPROVED:   
 Chris J. Kabourek  
 Interim Vice President | CFO

DATE: June 28, 2018

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

MEETING DATE: August 3, 2018

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report for the University of Nebraska Medical Center.

RECOMMENDED ACTION: Report

PREVIOUS ACTION: 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.


EXPLANATION: Following is an Intermediate Design Report approved by the Business Affairs Committee:

**UNMC – Williams Science Hall Renovation**

Program Statement Approved: June 1, 2017  
Intermediate Design Report: August 3, 2018

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$10,000,000	\$10,000,000
Non Construction Budget:	\$1,440,000	\$1,440,000
Construction Budget:	\$8,560,000	\$8,560,000
NSF:	49,120	47,233
GSF:	64,472	64,880
Substantial Completion:	January 2019	December 2019

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

APPROVED:   
Chris J. Kabourek  
Interim Vice President | CFO

DATE: June 28, 2018

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

MEETING DATE: August 3, 2018

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report for the University of Nebraska Medical Center

RECOMMENDED ACTION: Report

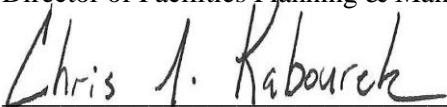
PREVIOUS ACTION: On November 7, 2008, the Board of Regents approved revisions to RP-6.3.6.2.d authorizing the Business Affairs Committee to approve Intermediate Design for projects greater than \$2,000,000 and report approval to the Board at the next regular meeting. Approval of Intermediate Design fixes the project scope and budget.

EXPLANATION: Following is an Intermediate Design Report approved by the Business Affairs Committee:

**UNMC – Wittson Hall Renovation and Wigton Heritage Center**  
 Program Statement Approved: August 11, 2017  
 Intermediate Design Report: August 3, 2018

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$26,000,000	\$26,000,000
Non Construction Budget:	\$4,513,000	\$4,156,000
Construction Budget:	\$21,487,000	\$21,844,000
NSF (renovated and new):	94,778	94,795
GSF (total buildings):	219,100	219,100
Substantial Completion:	July 2019	March 2020 (Wittson Hall) July 2021 (Wigton Heritage)

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

APPROVED:   
 Chris J. Kabourek  
 Interim Vice President | CFO

DATE: June 13, 2018

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

MEETING DATE: August 3, 2018

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 June 13, 2018.

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

APPROVED: Chris J. Kabourek  
Interim Vice President for Business and Finance | CFO

DATE: July 19, 2018

Type of Action	Campus	Description	Funding Source	Approved Budget Amount	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Personal Property	UNL	Upgrade existing Cisco Stadium Vision at Memorial Stadium	Auxiliaries & Service Funds	390,400	390,400	CDW-G	In March 2014, CDW/Cisco awarded RFP #2305-14-4321, which included the Stadium Vision IPTV and Digital Signage platform. CDW designed, implemented and currently provides service for this system deployed in all UNL Athletic facilities. Athletics will rebid this technology around FY2022 towards its end of useful life.
Personal Services	UNL	School of Natural Resources -Conservation and Survey Division	Revolving Funds	330,000	330,000	Downey Drilling Inc.	In response to RFP#2944-18-7215, Downey will drill test holes in Platte, Colfax, Dodge, Dixon and Cedar counties.

Construction Contracts over \$250,000 April 5, 2018 to June 6, 2018  
 Business Affairs Report – Bids and Contracts

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNL	Grass Practice Fields Replace Turf	Auxiliary	473,000	457,853	FieldTurf USA Inc	Sole Source
Construction	UNL	Morrill Hall(C022) 4th Floor Renovation	Foundation, Grant	5,634,490	4,407,184	Pacific Studio, Inc	Low Bid Construction
Construction	UNL	East Campus Replace Tennis, Basketball, Sand Volleyball Courts	Auxiliary	1,190,000	1,190,000	Sampson Construction Co., Inc.	Low Bid Construction
Non-Construction	UNL, UNMC	University Health Center/UNMC College Of Nursing (C244) New Combined Facility	Foundation	2,128,000	279,794	Audio Visual Innovations, Inc	Low Bid Non-Construction
Non-Construction	UNL, UNMC	University Health Center/UNMC College Of Nursing (C244) New Combined Facility	Foundation, Auxiliary	7,072,860	854,089	Office Interiors and Design Inc. **	Low Bid Non-Construction
Non-Construction	UNL, UNMC	University Health Center/UNMC College Of Nursing (C244) New Combined Facility	Foundation, Auxiliary	4,892,860	555,236	All Makes Office Equipment Co. **	Low Bid Non-Construction

\*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.

\*\*Multiple purchase orders were issued to the vendors.

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNMC	Nebraska Nanomedicine Production Plant to LTC 11th floor	Plant funds	\$ 346,000	\$ 345,543.00	MCL-Meyers Carlisle Leapley	lowest responsible bidder
Construction	UNMC	42nd & Leavenworth Intersection Improvements	Plant funds	\$ 655,000	\$ 655,000.00	Sampson Construction	lowest responsible bidder
Construction	UNMC	Wittson Hall Renovation LB957	State funds (LB 957)	\$ 1,182,000	\$ 1,018,500.00	HDR Engineering Inc.	Board approval at the October 5, 2017 meeting - Agenda item IX-B-10    4 year A&E vendor - State contract 58-1594-252
Construction	UNMC	UT2 North and South Stair Tower Replacement	Plant funds	\$ 955,075	\$ 551,600.00	Midwest DCM	lowest responsible bidder
Technology	UNMC	COD MultiTaction iWalls	UNMC budget	\$ 2,900,000	\$ 598,872.36	AVI SPL	Board approval at the January 25, 2018 meeting - Agenda item XI-B-6
Information Technology Infrastructure	UNMC	Avaya Core Suite software for phone licenses	UNMC budget	\$ 307,000	\$ 306,709.02	SKC Communications	E&I CNR01317 competitively bid pricing - expense to be shared with NM
Scientific equipment	UNMC	College of Nursing-Lincoln campus simulators	UNMC budget	\$ 373,000	\$ 372,570.1	Gaumard Scientific	Purchase made based on competitively bid pricing from RFP 9671

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

MEETING DATE: August 3, 2018

SUBJECT: Programs with Tuition Variances


RECOMMENDED ACTION: Report

PREVIOUS ACTION: January 29, 2017–The Board approved the report on programs with differential tuition rates for AY2015-16.

EXPLANATION: Following the approval of Regents Policy RP-5.7.4.10, Differential Tuition Rates, the President was granted authority to approve recommendations by which the campuses may vary the rate of tuition from that established by the Board. The purpose of such variable rates was to achieve University goals and objectives. Regents Policy RP-5.7.4.10 was amended in September, 2011 to provide for annual reporting of tuition variances.

The attached report provides information about the variances granted on the Board-approved tuition rates for AY 2016-17 and the impact of those actions, including any impact on access. In addition, this report also now provides specific information on programs with differential tuition rates and the use of funds generated by application of these differential rates.

APPROVED:

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

DATE: July 16, 2018



Campus: University of Nebraska at Omaha  
 Program: **David USA Education - China**  
 Approved: February, 2015

Differential: The approved tuition variance for this program is 150% of the published tuition rate of resident undergraduate enrollment.

Variance: 2016-17 Nonresident undergraduate \$642.50/SCH  
 2016-17 David USA Education - China \$307.87/SCH

Description: The primary purpose of this program is to attract outstanding qualified undergraduate students from selected Chinese high schools to pursue a four-year baccalaureate education at the University of Nebraska at Omaha, as well as qualified students for one-year study abroad programs.

Explanation:

Semester	Headcount	Undergraduate	
		SCH	Tuition Variance (Net)
Spring 2017	10	141	(\$ 42,642)
Fall 2016	10	142	(\$ 47,517)
Spring 2016	6	77	(\$ 26,488)
Fall 2015	2	27	(\$ 8,812)

\*Difference between the published tuition rate and the tuition discount.

Campus: University of Nebraska at Omaha  
 Program: **National Collegiate Network - Japan**  
 Approved: October, 2013

Differential: The approved tuition variance for this program is 150% of the published tuition rate of resident undergraduate enrollment.

Variance: 2016-17 Nonresident undergraduate \$642.50/SCH  
 2016-17 National Collegiate Network of Japan \$307.87/SCH

Description: The primary purpose of this program is to attract outstanding qualified undergraduate students from selected Japanese high schools to pursue a four-year baccalaureate education at the University of Nebraska at Omaha, as well as qualified students for one-year study abroad programs.

Explanation:

Semester	Headcount	Undergraduate	
		SCH	Tuition Variance (Net)
Spring 2017	19	277	(\$ 85,022)
Fall 2016	16	198	(\$ 65,227)
Spring 2016	10	147	(\$ 47,978)
Fall 2015	9	118	(\$ 36,740)
Spring 2015	3	37	(\$ 11,873)
Fall 2014	3	36	(\$ 11,552)

\*Difference between the published tuition rate and the tuition discount.

Campus: Nebraska College of Technical Agriculture  
Program: Dual Credit  
Approved:

Differential: For FY 2016-17, In-State Tuition Rates were \$121.00 and Dual Credit were \$60.50

Description: Dual Credit classes at NCTA offer high school juniors and seniors an opportunity to take selected NCTA courses to enhance their high school curriculum. With dual credit classes:

- Students have an opportunity to experience the rigors of college coursework prior to attending the University
- Program keeps students academically challenged through the senior year
- Provides students with a head start on college studies which offer greater flexibility with their academic programs.

Dual credit classes also provide an important recruiting tool. Since 2006, NCTA has had students participate in the program from 132 high schools across Nebraska.

Explanation:

Year	Headcount	Student Credit Hours	Tuition Variance (Net)*
Fall 2016	77	335	\$20,267.50
Spring 2017	51	203	\$12,281.50

\*Difference between the published tuition rate and the tuition discount.

# Differential Tuition Reports

## Differential Tuition Reporting Format

Campus: University of Nebraska-Lincoln

College or Program: College of Architecture

Approved: June 8, 2012

Cost Center: 21-0202-5801

Differential: Differential tuition was initially implemented as a 25% premium over then-existing applicable tuition rates. This resulted in additional per credit hour charges of:

- \$52 for undergraduate residents,
- \$154 for undergraduate nonresidents,
- \$69 for graduate residents, and
- \$185 for graduate nonresidents.

The College also had a fee of \$24 per credit hour that was incorporated into its tuition rate structure. The premiums over base tuition rates grow with approved tuition rate increases, as like increase percentages are applied to the differentiated rates.

Description: Differential tuition was approved in recognition of the increased costs associated with architectural education and the need to invest additional resources in the College in order to provide students with a competitive, quality education. With the only accredited professional programs in Architecture and Planning in the State, the College is a primary source of new professionals for the great many architectural firms in Nebraska.

Revenue:

Year	Headcount	Student Credit Hours	Differential Tuition Generated (Net)*
2016-17	924	12,475	\$1,460,674
2015-16	971	12,126	\$1,265,170
2014-15	928	10,858	\$1,162,394
2013-14	900	10,410	\$1,094,909

\*Difference between the differential tuition and the published tuition rate.

**Note:** This figure does not represent the funding available to the College. The distribution to the College is reduced by the costs against this source of funds, namely remissions, scholarships/fellowships, academic services fee, and uncollectible accounts.

Description of Reinvestment of Differential Tuition for the *past/reporting* year:

The major categories of investment originally proposed for differential tuition funding were teaching and technology capacity and advising and student services. The College's investments are aligned with those priorities:

- The College funded several positions, including: Lecturer/T's, Graduate Admissions Coordinator, Communications Associate, Media Center Manager, Assistant to the Dean, Peer Mentors, Ambassadors, and Shop Student Workers, faculty summer research
- Differential tuition funding continued to be used for student recruitment and retention efforts including website improvement, development of recruitment/marketing materials, recruitment events, and advising/recruiting related travel.
- In support of student learning, the College purchased new computer stations in the computer lab, created new work stations within the shop and a new 24 hour mini-shop. The college also painted and re-carpeted several studios that were in disrepair. Guest critics were also brought in so students would experience input from professional in the field; the college also offered support for studio trips and education abroad.
- Differential tuition was also used to support academic programs through faculty recruiting, faculty travel, and the purchase of hardware and software for faculty.

Intentions for Reinvestment of Differential Tuition in the *current* year:

Differential tuition will fund targeted, strategic investments that support the operation of the College to fulfill its mission. All expenditures are intended for the purposes of directly and indirectly improving the education and services provided to the students of the College of Architecture.

Expenses:	Total Differential Tuition Generated 2016-17	\$802,143
	Prior Year Carry Forward	\$513,413
	Differential Tuition Expenditures 2016-17	
	Operating:	
	Student Recruitment/Retention	(\$ 51,747)
	Support for Student Learning	(\$332,514)
	Academic Program Support	(\$158,889)
	Building Improvements/Furnishings	(\$ 66,577)
	Salary & Benefits:	
	Staff <sup>1</sup>	(\$ 297,255)
	Students <sup>2</sup>	(\$ 54,999)
	Faculty <sup>3</sup>	(\$ 270,884)
	Carry Forward	\$ 82,693

<sup>1</sup>Graduate Admissions Coordinator, Communications Associate, Shop Manager, Media Center Manager, Accounting Clerk, Assistant to the Dean

<sup>2</sup>Graduate Students, Peer Mentors, Shop Workers, Ambassadors (37 students)

<sup>3</sup>Lecturers and Lecturer/T's (21 lecturers)

## Differential Tuition Report FY17

Campus: University of Nebraska-Lincoln

College or Program: College of Business

Approved: June 17, 2011

Cost Center: Multiple

Differential: Differential tuition was initially implemented as a 25% premium over then-existing applicable tuition rates. This resulted in additional per credit hour charges of:

- \$50 for undergraduate residents,
- \$147 for undergraduate nonresidents,
- \$65 for graduate residents, and
- \$175 for graduate nonresidents.

The premiums over base tuition rates grow with approved tuition rate increases, as like increase percentages are applied to the differentiated rates.

Description: Differential tuition was approved in recognition of the increased costs associated with business education and the need to invest additional resources in the College in order to provide students with a competitive, quality education. Specifically noted was the College's growing enrollments and shrinking T/TT faculty.

Revenue:

Year	Headcount	Student Credit Hours	Differential Tuition Generated (Net)*
2016-17	8,421	99,603	\$10,002,714
2015-16	8,041	89,033	\$ 8,367,108
2014-15	7,594	84,471	\$ 7,723,974
2013-14	7,216	79,220	\$ 6,520,798

\*Difference between the differential tuition and the published tuition rate.

**Note:** This figure does not represent the funding available to the College. The distribution to the College is reduced by the costs against this source of funds, namely remissions, scholarships/fellowships, academic services fee, and uncollectible accounts.

Description of Reinvestment of Differential Tuition for the *past/reporting* year:

The major categories of investment originally proposed for differential tuition funding were teaching capacity and advising and student services. Consonant with that intent, all investments of differential tuition funds have been focused on enhancing the quality of students' education and experiences:

- With 15.9% enrollment growth over the prior year, the College invested heavily in T/TT faculty, Professors of Practice, Lecturers, and graduate assistants in order to meet expanding academic needs created by continued enrollment growth.
- Differential tuition funds were used to provide continued improvement of student services programs and support through the expansion of undergraduate, graduate and Business Career Center programs and the Honors Academy. Additionally the funds supported a peer mentoring program in which undergraduate students assist faculty with large lecture classes. The College was able to continue to put a greater emphasis on recruitment and retention efforts through increased publicity, community outreach, and special events. Differential funding continues to support the growth of the Business Minor, an 18-hour program designed for non-business students and which currently enrolls over 1,200 students. The College continued to improve the student services offices throughout the college to better serve students.
- A small portion of differential tuition was used for equipment/software upgrades for faculty and professional staff across programs.

Intentions for Reinvestment of Differential Tuition in the *current* year:

Differential tuition funding will continue to be used as originally intended, as it is designated primarily for further new faculty hires in all departments (including related start-up costs) and continued growth in student services and programs, including the Honors Academy and Business Career Center.

Expenses:	Total Differential Tuition Generated 2016	\$6,009,768
	Prior Year Carry Forward	\$1,174,653
	Differential Tuition Expenditures 2016-17	
	Operating:	
	Student Services and Programs	\$357,284
	Faculty Support <sup>1</sup>	\$417,466
	Equipment Upgrades	\$22,810
	Salary & Benefits:	
	Faculty <sup>2</sup>	\$4,556,888
	Staff <sup>3</sup>	\$1,729,110
	Students <sup>4</sup>	\$243,226
	Carry Forward	(\$142,262) <sup>5</sup>

<sup>1</sup>Summer research, start-up, professional development (faculty and staff)

<sup>2</sup>32 full-time T/TT, PoPs, and Lecturers; 31 part-time lecturers

<sup>3</sup>29 full- and part-time staff in Career Services, Honors Academy, Undergraduate Programs, and IT Services

<sup>4</sup>9 graduate assistants and 50 undergraduate hourly student workers

<sup>5</sup>Deficit is due to not having received all FY 2017 funds until the following fiscal year



## Differential Tuition Reporting Format

Campus: University of Nebraska-Lincoln

College or Program: College of Engineering

Approved: June 17, 2011

Cost Center: Multiple

Differential: Differential tuition was initially implemented as a 25% premium over then-existing applicable tuition rates. This resulted in additional per credit hour charges of:

- \$50 for undergraduate residents,
- \$147 for undergraduate nonresidents,
- \$65 for graduate residents, and
- \$175 for graduate nonresidents.

The College also had a fee of \$40 per credit hour that was incorporated into its tuition rate structure. The premiums over base tuition rates grow with approved tuition rate increases, as like increase percentages are applied to the differentiated rates.

Description: Differential tuition was approved in recognition of the increased costs associated with engineering education and the need to invest additional resources in the College in order to provide students with a competitive, quality education. Differential tuition was also identified as an essential component of enacting the College’s strategic plans for growing its relevance and impact on workforce and economic development.

Revenue:

Year	Headcount	Student Credit Hours	Differential Tuition Generated (Net)*
2016-17	5,923	64,821	\$9,529,604
2015-16	5,719	62,788	\$8,638,331
2014-15	5,611	60,357	\$8,176,906
2013-14	5,205	57,693	\$7,255,795

\*Difference between the differential tuition and the published tuition rate.

**Note:** These figures do not represent the funding available to the College. The distribution to the College is reduced by the costs against this source of funds, namely remissions, scholarships/fellowships, academic services fee, and uncollectible accounts.

Description of Reinvestment of Differential Tuition for the *past* reporting year:

The major investments proposed from differential tuition funding were to increase undergraduate enrollment capacity, to enhance educational quality, and research experiences, to increase support for laboratory research that addresses both

fundamental engineering problems and applied solutions, particularly in nanoscale, biological, and energy related disciplines, and to prepare the College to become a partner with Nebraska Innovation Campus (NIC) and other economic development opportunities in the State. All investments of differential tuition funding have been consistent with these intentions. The following are ongoing initiatives:

- Professors of Practice. These faculty members demonstrate significant achievement in the practice of engineering through their prior positions, which they are then expected to convey through excellent teaching.
- Continue to upgrade technology equipment and software, as well as instructional laboratory equipment, in many areas academic units, including Biological Systems Engineering, the Durham School of Architectural Engineering and Construction, Electrical and Computer Engineering, Civil Engineering, Computer Science and Engineering, Chemical and Biomolecular Engineering, and Mechanical and Materials Engineering. Purchased new advanced software for undergraduate and graduate classes. A Hyrel 3D hydra 430 model 16A printer (right) was purchased for a new Additive Manufacturing class and senior design projects. This innovative manufacturing course utilized a research-based teaching method, with students developing novel research projects. The students' projects were presented at the Solid Freeform Symposium in Austin, TX this year. The College continues to renovate existing space to create new student lab space and classrooms.
- Student services staff positions. These staff position are in critical areas to support the recruitment, advising, and retention of engineering students. It is a team of dedicated professional staff and graduate assistants who provide direct student support services to recruit and retain engineering students on City, East and Scott campuses. Engineering Student Services (ESS) was able to expand the professional advising staff all on campuses who advise and coach our first and second year students in specific degree programs across the college. This expansion of services has resulted in an overwhelming majority of engineering students being advised by professional staff members during their first two years. This not only provides students with consistent advising, but is also a higher education advising best practice.
- Student services programs and services. Differential tuition also enabled the staff in ESS to deliver a variety of programs and services to our students to include new student orientations, seminar courses, career coaching, academic recovery coaching, academic advising, tutoring in math/chemistry/physics, math preparation for incoming students, and professional development workshops for learning community and student organization leaders. The College is also using differential tuition dollars to establish The Complete Engineer Initiative, which highlights the necessity for non-technical skill development through workshops, conferences, and other developmental programs for our undergraduate students. Specifically, one of the programs included the senior design showcase, which highlights the senior capstone students and projects to the university community and general public
- Biological Systems Engineering funds some faculty salary and benefits and student workers who work as tutors and graders. Computer Science and Engineering, Chemical and Biomolecular Engineering, Mechanical and Materials Engineering, and Electrical and Computer Engineering provide salary support for Lecturers. Computer

Science and Engineering also funds undergraduate teaching assistants to support student retention.

- All Departments supported student-led design teams, as well as undergraduate and graduate student travel to present at national and international conferences. Computer Science and Engineering and Chemical and Biomolecular Engineering hire student workers to staff and operate their "Student Resource Center," a shared workspace in which students can do homework, work on projects with other students, and seek help from Center staff. Electrical and Computer Engineering provides each student in its first semester Fundamentals class an educational robotic platform that helps students gain hands-on engineering experience early in their college studies. In Nebraska Hall, the air conditioning unit for the MECH487 laboratory was updated. This equipment provides students with hands-on experience establishing the efficiency and understanding the thermodynamics of an air conditioning unit. The Durham School of Architectural Engineering and Construction provides funding to support travel to student competitions and student industry visits.
- Student Design Team. Many student groups also benefitted from differential tuition funds. Support given to the SAE Baja and Formula teams allowed them to build vehicles and compete in multiple competitions such as the BAJA SAE Illinois. The Baja team competed at a Peoria event, which also included a tour of Caterpillar. The Formula team also was able to tour Pit Row at the Michigan International Speedway, site of the Formula SAE® Michigan competition.
- Renovations were completed in Nebraska Hall for the Durham School of Architectural Engineering and Construction. Civil Engineering remodeled and improved environmental laboratory spaces to support graduate education and research. Computer Science and Engineering used funds for space renovations to accommodate newly hired faculty working in the field of robotics. The Scott Technology Center renovation for classrooms, research and labs was completed.
- The College continues to operate a shuttle service that runs between UNL, UNO, and UNMC.

Intentions for Reinvestment of Differential Tuition in the *current* year:

- The College will continue to invest in the salaries and benefits of faculty who advance the teaching mission of the college and student support staff. Differential tuition will continue to be used to create new and renovate existing formal and informal learning spaces. Technology updates for classroom systems, including distance classrooms, will continue as well. The College will continue upgrading instructional labs with newer lab equipment, including computer equipment and software and advanced laboratory equipment, and paying for consumables and staff who support the senior capstone design courses. The College will continue to use differential to provide support for student tutoring, extra- and co-curricular activities and industry visits. The College will continue to operate a shuttle service that runs between UNL, UNO, and UNMC.

Revenue:	Total Differential Tuition Generated 2016-17		\$6,215,028
	Prior Year Carry Forward		\$678,802
Expenses:	Differential Tuition Expenditures 2016-17		
	Operating:		
	Student Services and Programs	(\$ 1,639,197)	
	Infrastructure	(\$ 455,359)	
	College	(\$ 207,655)	
	Capital Equipment, Renovation,		
	Computer Hardware and Software	(\$ 407,873)	
	Salary & Benefits:		
	Faculty <sup>1</sup>	(\$ 827,367)	
	Student Services Staff <sup>2</sup>	(\$ 1,007,275)	
	Students <sup>3</sup>	(\$ 418,185)	
	Other Staff <sup>4</sup>	(\$ 669,200)	
	Commitments	(\$ 450,840)	
	Carry Forward		\$810,879

<sup>1</sup>8 full-time and 6 part-time PoPs and Lecturers, and 1 Associate Dean for Undergraduate Studies

<sup>2</sup>16 full-time and 2 temp staff in Student Services

<sup>3</sup>23 GAs and 234 undergraduate hourly

<sup>4</sup>Full-time staff in IT Services

## Differential Tuition Reporting FY17

Campus: University of Nebraska at Omaha

College or Program: College of Business Administration

Approved: November 2014

Cost Center: Cost center number 4106020600  
 Cost center name CBA Differential – Personnel

Cost center number 4106020700  
 Cost center name CBA Differential – Support

Differential: Differential tuition resulted in additional per credit hour charges of:

- \$50 for resident undergraduate business courses
- \$75 for resident graduate business courses
- \$75 for Metropolitan Advantage Program (MAP) and nonresident undergraduate business courses
- \$112.50 for Metropolitan Advantage Program (MAP) and nonresident graduate business courses

Description: Approval to charge differential tuition was granted in recognition of the high and increasing costs associated with business education. The additional financial resources generated by differential tuition enabled the college to improve the quality of the educational experience realized by enhancing student services and employing additional fulltime faculty.

Revenue:

Year	Headcount*	Student Credit Hours	Differential Tuition Generated (Net)**
2016-17	2,842	36,432	\$2,131,148
2015-16	2,690	35,132	\$2,008,276

\* Non-duplicate enrollment headcount

\*\*Difference between the differential tuition and the published tuition rate.

Note: This figure does not represent the funding available to the College. The distribution to the College is reduced by the costs against this source of funds, namely remissions, scholarships/fellowships, academic services fee, and uncollectible accounts.

Description of Reinvestment of Differential Tuition for the *past/reporting* year:

The dollars generated by differential tuition were invested in hiring additional full time faculty, providing enhanced student support, and otherwise improving student learning experiences. These uses are consistent with the original intentions. Specifically, differential tuition revenue was used to:

- Hired five tenure-track faculty to meet enrollment growth and program needs
- Continued support for the position commitments made during the initial year
- Continued support for student financial literacy program
- Provided support for international projects engaged in by CBA students
- Provided start-up support for new faculty and staff
- Provided support for faculty teaching
- Provided support for student research and learning

The increase in faculty and staff numbers have allowed this college to both strengthen and grow programs as well as increase the support needed for a changing and growing population. The quality of persons added has been excellent and their impact on the college's culture is significant. CBA has been able to partner with Wells Fargo Bank to deliver an even better financial literacy program than originally envisioned. The college continues to work at using the new resources created by differential tuition as leverage to seek additional resources (e.g., grants and scholarship donations) to further strengthen programs. Overall, CBA students are realizing excellent value for their increased tuition level.

Intentions for Reinvestment of Differential Tuition in the *current* year:

Our intentions for the current year are to:

- Continue support for the commitments made during the past two years
- Continue support for student financial literacy program
- Continue support for international projects engaged in by CBA students

Expenses:	<b>Total Differential Tuition Generated 2015-16</b>	\$1,632,150
	<b>Prior Year Carry Forward</b>	\$712,048
	<b>Operating:</b>	
	<sup>1</sup> Student, Staff, & Faculty support	(\$101,198)
	<b>Salary &amp; Benefits:</b>	
	<sup>2</sup> Faculty	(\$967,062)
	<sup>3</sup> Staff	(\$274,721)
	<sup>4</sup> Students	(\$28,372)
	Benefits	(\$321,373)
	<b>Carry Forward</b>	\$651,474

<sup>1</sup> Support for international student projects, faculty & staff start up, student programs & activities, and faculty teaching

<sup>2</sup> 13 full-time T/TT and Lecturers and faculty stipend for financial literacy program

<sup>3</sup> 6 full-time staff in Career Services, Advising, Undergraduate Programs and IT services

<sup>4</sup> 1 graduate assistant, 1 peer advisor, and 6 student tutors

The carry forward will be used to:

- Invest in the growth of student programs and activities
- Fund faculty and staff start-up costs as needed
- Support student learning and faculty teaching

### Differential Tuition Reporting Format

Campus: UNCA

College or Program: University of Nebraska Online

Approved: Date: Varies

Cost Center: Multiple

Differential: At the June 12, 2009 meeting, the BoR approved elimination of *Regents Policy* RP-5.7.6 Tuition Policy for Distance Education For-Credit Hours and approved the current policy that allows the University to set both in-state and out-of-state tuition for distance education courses through its regularly established procedures of either Board approval or Presidential approval for variances. Distance education tuition rates were set based on operating expenses, market comparisons and market competition beginning in FY 2010.

Description: University of Nebraska Online is the university-wide online learning initiative that pulls together under one brand the online programs offered by the NU campuses to serve the educational needs of Nebraskans and provide access to students who may otherwise not be able to enroll in NU degree programs. Through its branding and marketing of Online, the University of Nebraska has enhanced its presence throughout the world. The financial model assumes that campuses will recover campus expenses and that the distance education tuition would be used to support the development, delivery and sustainability of online education. It is also expected that efficiencies due to consolidating some functions will reduce campus cost, thus enhancing net revenue at the campus level and providing new resources for investment in expansion of existing programs or development of new programs. NU Online will provide University-wide marketing, program development investments, a support structure to attract new enrollments, promote collaboration among the campuses, provide opportunities for faculty development, shared services and dissemination of effective practices in online education. NU Online will assure that the NU campuses are authorized and in compliance with all laws and policies related to serving students in and outside the state of Nebraska.

Revenue: Gross distance education tuition revenue increased approximately 6% in FY17.

Student Credit Hours											
	UNK		UNL		UNO		UNMC		TOTAL		Percent Change
Student Level	AY15/16	AY16/17	AY15/16	AY16/17	AY15/16	AY16/17	AY15/16	AY16/17	AY15/16	AY16/17	
Undergraduate	24,887	27,110	56,460	54,577	63,795	66,637	1,927	1,727	147,069	150,051	2.0%
Graduate	20,506	21,492	18,147	19,537	7,256	8,233	447	336	46,356	49,598	7.0%
Professional	0	0	61	49	0	0	2,683	2,609	2,744	2,658	-3.1%
Total All Campuses	45,393	48,602	74,668	74,163	71,051	74,870	5,057	4,672	196,169	202,307	3.1%

Distance Education Tuition											
	UNK		UNL*		UNO		UNMC**		TOTAL		Percent Change
Student Level	FY16	FY17	FY16	FY17	FY16	FY17	FY16	FY17	FY16	FY17	
Undergraduate	\$6,207,354	\$6,918,104	\$17,226,356	\$17,235,746	\$21,210,959	\$22,565,156	\$235,649	\$386,204	\$44,880,318	\$47,105,210	5.0%
Graduate	\$6,927,566	\$7,320,312	\$7,108,046	\$8,700,958	\$4,624,557	\$4,624,557	\$0	\$0	\$18,660,169	\$20,645,827	10.6%
Professional	\$0	\$0	\$94,001	\$75,509	\$0	\$0	\$1,418,284	\$1,450,712	\$1,512,285	\$1,526,221	0.9%
Total All Campuses	\$13,134,920	\$14,238,416	\$24,428,403	\$26,012,213	\$25,835,516	\$27,189,713	\$1,653,933	\$1,836,916	\$65,052,772	\$69,277,258	6.5%

\*UNL professional tuition revenue is based on AY15/16 and AY16/17 reported professional SCH.  
\*\*UNMC includes all professional and graduate students as part of professional tuition revenue reporting

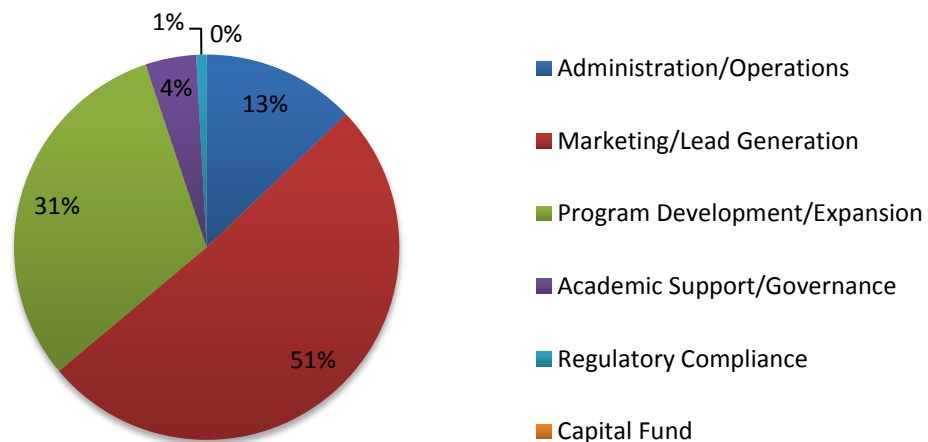
Intentions for Reinvestment of Differential Tuition in the *current* year:

In FY18, approximately 1.8% of gross distance education tuition or \$1,290,000 (5% of the distance education tuition generated from students studying exclusively online) was held centrally to support the NU Online initiative. The remaining gross revenue (prior to remissions) was returned to the campuses to support development, instruction and support systems for distance education programs, courses and students.

Expenses: Below is a chart reflecting the resource allocation plan for the 1.8% held to support University of Nebraska Online.

NU Online: \$1,290,000

### NU ONLINE FY18 Resource Plan

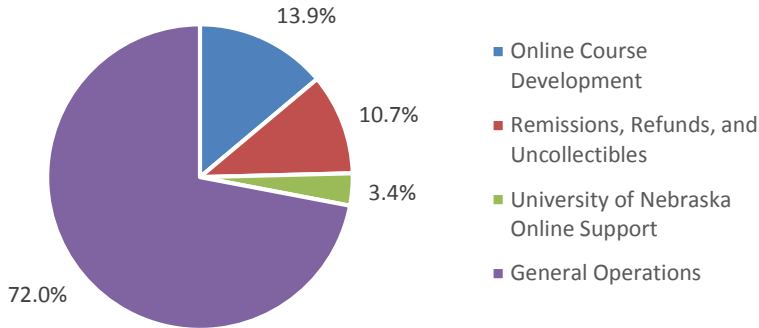


UNK: \$14,407,344



About 13.9% is allocated to online development of courses; 3.4% to NU Online support; 10.7% to Remissions/Refunds/Un-collectibles; and 72% to general operations, including instruction, distance education/e-campus support, etc. UNK's FY18 contribution of distance education tuition to NU Online is \$489,849.70.

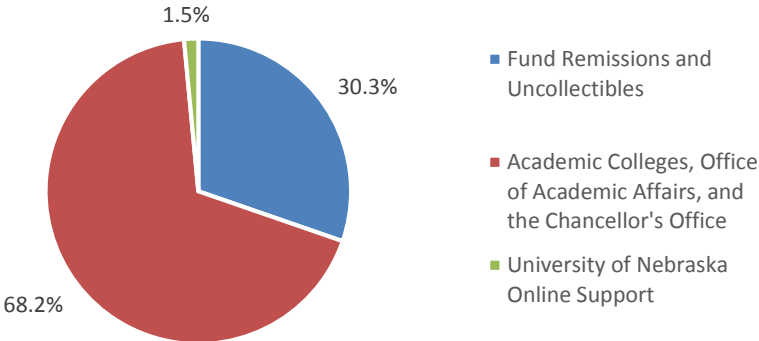
University of Nebraska at Kearney  
Distance Education Distribution



UNL: \$26,762,215

On the UNL campus, of the \$26.8 million in DE Tuition revenue for FY18, \$399,000 of the DE Tuition is contributed to NU Online and about \$8.1 million is used to fund remissions and uncollectibles. The remaining \$18.3 million is distributed between the academic colleges, the Office of the Executive Vice Chancellor, and the Chancellor's office to support development, instruction and support systems for distance education programs, courses, and students.

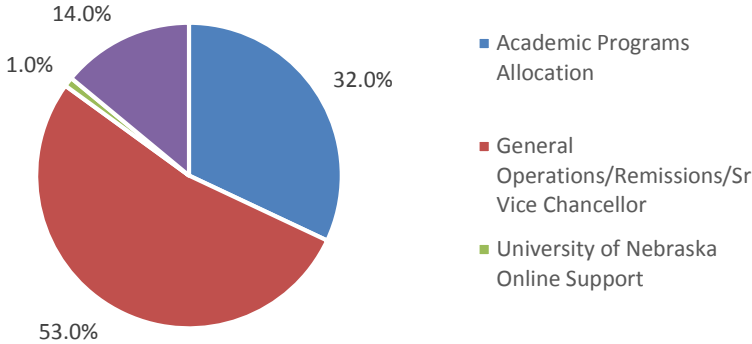
University of Nebraska-Lincoln  
Distance Education Distribution



UNO: \$28,718,535

The University of Nebraska at Omaha offers online courses and degree programs across the six colleges. The revenue generated from online courses is used to purposefully reinvest in distance education programs and support services, cover campus costs related to delivery of distance education, and support a plethora of critical programs, services and initiatives across the institution. The chart below represents the breakdown of distance education tuition revenue in 2017-2018, with a significant portion of these funds (32%) being strategically reinvested back to the colleges and academic units.

University of Nebraska at Omaha  
Distance Education Distribution



UNMC: \$2,393,072

The revenue from Distance Education tuition that is returned to the University of Nebraska Medical Center is disbursed to the three colleges that offer distance education programs on our campus. Within each college the revenue is used to support faculty who deliver the distance education courses and to support staff who provide administrative support to these programs. In addition these staff provide pre-admission, application and enrollment advising to our distance education students. UNMC’s FY18 contribution of distance education tuition to NU Online is \$112,000.

University of Nebraska Medical Center  
Distance Education Distribution

