

**PUBLIC MEETING SCHEDULE
UNIVERSITY OF NEBRASKA**

THURSDAY, DECEMBER 5, 2019

8:00 a.m.

ACADEMIC AFFAIRS COMMITTEE PRESENTATIONS

Topic: Center for Public Affairs Research (CPAR) on the Changing of
Nebraska Demographics (*30 minutes*)

Presenter: Josie G. Schafer, Ph.D., Director, Center for Public Affairs Research,
University of Nebraska at Omaha

Topic: Genetic Therapies for Infectious and Degenerative Diseases
(*30 minutes*)

Presenter: Howard E. Gendelman, M.D., Margaret R. Larson Professor of
Internal Medicine and Infectious Diseases and
Chair, Department of Pharmacology and Experimental
Neuroscience, University of Nebraska Medical Center

9:00 a.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 Thursday, December 5, 2019, at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

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

Dated: November 27, 2019

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

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | FAX: 402.472.1237 | nebraska.edu/regents

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Thursday, December 5, 2019
9:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON OCTOBER 25, 2019

IV. KUDOS

Katherine Shinn, University of Nebraska at Kearney
Corrie Svehla, University of Nebraska-Lincoln
Evelyn Grixby, University of Nebraska Medical Center
Lowell Neuhaus, University of Nebraska at Omaha

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

University of Nebraska

1. President's Personnel Recommendations Addendum VIII-A-1
2. Approve the amendments to RP-5.8.5 of the *Policies of the Board of Regents* (the "Policies") related to undergraduate Regents Scholarships Addendum VIII-A-2

B. BUSINESS AFFAIRS

University of Nebraska

1. Delegate to the President the authority, following consultation with the Executive Committee, to approve nominations for appointments to the Board of Directors of Nebraska Medicine Addendum VIII-B-1
2. Authorize the President to finalize, execute and deliver the attached form of Amended and Restated Purchase Agreement related to the facilities known generally as Scott Village and Scott Court at the University of Nebraska at Omaha Addendum VIII-B-2

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019 Addendum IX-A-1

University of Nebraska-Lincoln

2. Approval is requested to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL Addendum IX-A-2
3. Approval is requested to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL Addendum IX-A-3
4. Approval is requested to create the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at UNL Addendum IX-A-4

B. BUSINESS AFFAIRS

Residence Hall Room and Board Rates

1. Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska-Lincoln Addendum IX-B-1
2. Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska at Omaha Addendum IX-B-2
3. Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the University of Nebraska at Kearney Addendum IX-B-3
4. Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the Nebraska College of Technical Agriculture Addendum IX-B-4

University of Nebraska

5. Approve execution of a Standard Form Construction Agreement for Mabel Lee Hall Replacement at UNL Addendum IX-B-5
6. Approve amendments to section 3.2.7 of the *Policies of the Board of Regents (the "Policies")* related to self-insurance coverage Addendum IX-B-6

University of Nebraska at Kearney

7. Approve a ground lease agreement and an operations agreement to construct and lease a tennis recreation facility with the City of Kearney Addendum IX-B-7

University of Nebraska-Lincoln

8. Approve the Program Statement for Barkley Memorial Center Expansion and Renovation at UNL Addendum IX-B-8
9. Waive the provisions of *Board of Regents Policy* RP-6.2.7.6.b. and approve the naming of the Phase 2 College of Engineering Building, "Kiewit Hall" at the University of Nebraska-Lincoln Addendum IX-B-9
10. Approve the naming of the Nebraska Gymnastics facility at the University of Nebraska-Lincoln (UNL) the "Francis Allen Training Complex", pursuant to *Board of Regents Policy* RP-6.2.7.3.c Addendum IX-B-10

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 International Student Enrollment Addendum IX-D-1
2. Strategic Framework Report on Distance Education Addendum IX-D-2
3. Fall 2019 Enrollment Report Addendum IX-D-3
4. Strategic Framework Report on Enrollment [1-b-i], Top 25% [3-b-1] and Nonresident Undergraduate Enrollment [3-c-i] Addendum IX-D-4
5. Expedited Approval of the Forensic Anthropology Graduate Certificate in the Department of Anthropology in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL) Addendum XI-D-5
6. Expedited Approval of the World Language Teaching: Spanish Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL) Addendum XI-D-6
7. Bids and Contracts Addendum IX-D-7

X. ADDITIONAL BUSINESS

VIII. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. President's Personnel Recommendations Addendum VIII-A-1
2. Approve the amendments to RP-5.8.5 of the *Policies of the Board of Regents* (the "*Policies*") related to undergraduate Regents Scholarships Addendum VIII-A-2

B. BUSINESS AFFAIRS

University of Nebraska

1. Delegate to the President the authority, following consultation with the Executive Committee, to approve nominations for appointments to the Board of Directors of Nebraska Medicine Addendum VIII-B-1
2. Authorize the President to finalize, execute and deliver the attached form of Amended and Restated Purchase Agreement related to the facilities known generally as Scott Village and Scott Court at the University of Nebraska at Omaha Addendum VIII-B-2

The President's Personnel Recommendation

Meeting Date: December 5, 2019

Adjustments

University of Nebraska-Lincoln

Kelly Bruns, Interim Dean (Special) Nebraska College of Technical Agriculture, Director, West Central Research and Extension Center, Professor (Continuous) Cooperative Extension Division; effective 08/01/2019, \$200,508 FY, 1.00 FTE. Add title of Interim Dean of Nebraska College of Technical Agriculture effective 08/01/2019. Salary includes a \$40,102 administrative stipend as Interim Dean.

University of Nebraska Medical Center

Emily McElroy, Dean (Special) and Associate Professor (Continuous), UNMC McGoogan Library of Medicine; effective 01/01/2020, \$169,860 FY, 1.00 FTE. This change of title would remove the current title of Director and Assistant Vice Chancellor

New Appointment

University of Nebraska at Omaha

Michelle Trawick, Dean (Special), College of Business Administration and Professor (Continuous), \$275,000 FY; Effective 02/01/2020 through 01/31/2023, 1.00 FTE.

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

MEETING DATE: December 5, 2019

SUBJECT: Amend RP-5.8.5 of the *Policies of the Board of Regents* (the “*Policies*”) related to undergraduate Regents Scholarships

RECOMMENDED ACTION: Approve the amendments to RP-5.8.5 of the *Policies of the Board of Regents* (the “*Policies*”) related to undergraduate Regents Scholarships

PREVIOUS ACTION: January 18, 2003 – The Board approved the policy on Criteria for Renewal of Undergraduate Regent Scholarships.

EXPLANATION: The proposed amendments are designed to modernize the *Policies* in three areas:

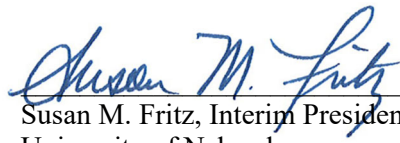
- 1) Expected Credit Hour Completion. The University of Nebraska is committed to encouraging full time undergraduate students to complete their studies within four years. Given the typical 120 credit hour degree, progress towards graduation within four years is accomplished by taking at least 30 credit hours each academic year. Regents Scholars now would be expected to successfully complete 30 credit hours per academic year and at least 12 credit hours each fall and spring semester.
- 2) Maximum Credit Hours for Award. On September 9, 2011, the Board of Regents mandated (RP-5.1.4) that all undergraduate degree programs be capped at 120 credit hours—exceptions had to be approved by the Provost, or in certain cases, the Board of Regents. Regents Scholarship recipients who would have been impacted by this change have since graduated or are no longer covered by the program. Tuition remission now will be capped at the number of credits required by the student’s degree program (typically 120 credit hours but higher for a few select majors). This proposal would lower the maximum credit hour award from 135 hours.
- 3) Transferability. The University of Nebraska encourages students to find a campus that best meets their needs. As such, Regents Scholarships may be transferred between campuses as long as students meet specific renewal criteria. This proposal allows a one-time transfer between two campuses.

These revisions have been reviewed by the Academic Affairs Committee.

[See attached revisions.]

SPONSOR: David S. Jackson
Interim Executive Vice President and Provost

RECOMMENDED:



Susan M. Fritz, Interim President
University of Nebraska

DATE:

November 8, 2019

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

RP-5.8.5 Undergraduate Regents Scholarships *

1. Criteria for Renewal

- a. Regents Scholarships may be awarded as one-year scholarships or as multi-year renewable scholarships.
- b. Multi-year Regents Scholarships will be renewed for those full time students ~~(~~successfully completing ~~4230~~ credit hours or more per academic year and no less than 12 credit hours ~~in~~during each ~~of~~ fall and spring semesters, including nine or more hours graded on the regular A+ through F scale ~~(~~i.e. not counting P/NP or P/F~~)~~ who:

EITHER

- 1) Have maintained a cumulative GPA that meets or exceeds a GPA chosen by their campus (in the range of 3.25 - 3.5)

OR

- 2) Have a percentile rank in their College that is at or above the equivalent campus-wide percentile rank derived from the campus GPA referred to in 1) above. (This rank is expected to be in the range of 70th to 75th percentile.)

- c. Students ~~who receive~~receiving Regents sScholarships, who continue to meet all eligibility requirements, will receive be awarded tuition remission for ~~a total of 135 hours of classes, or for a period of five years, or until receipt of a bachelor's degree, whichever comes first~~the minimum number of credit hours required to attain their baccalaureate degree, as such number is determined by RP-5.1.4 (usually 120 hours). No such remission assistance shall be provided to the student in excess of five academic years.
- d. Each campus will have a process that will allow students to justify reduced credit hour attainment and/or appeal a decision not to renew their Regents Scholarship. A campus may permit a student who loses a Regents Scholarship to petition to reacquire it once, on the occasion when their cumulative GPA has risen to the level required for renewal for current scholarship holders.

2. Transfer of Regents Scholarships between Campuses

- a. The recipient must use the award at the original awarding campus for the first academic year.
- b. 1) To qualify for an award transfer when the same major (degree objective) is available on both the original and transfer campuses, ~~the~~the recipient must meet the initial award criteria of the campus to which they are transferring and the criteria for continuation of ~~the~~their award at the original awarding campus ~~to qualify for transferring the award.~~

2) To qualify for an award transfer when the discipline (degree objective) sought by the recipient is not available at the original awarding campus, the student need only meet the renewal criteria of the original awarding campus.

~~ec. The discipline (degree objective) sought by the recipient must not be available at the original awarding campus.~~

db. An award can transfer only one time ~~and only for one academic year~~. The amount that can transfer is the lesser of:

1) An amount equal to the dollar level based on credit hours the recipient completed the preceding academic year (two semesters) calculated at the tuition rate of the original awarding campus for the new academic year.

OR

2) An amount equal to the dollar level based on the number of hours required to attain ~~the 135-hour a bachelor degree pursuant to RP-5.1.4 (usually 120 credit hours)~~ maximum calculated at the tuition rate of the original awarding campus for the new academic year.

ec. The original awarding campus must approve and transfer award funds to the new campus. The new campus may choose to supplement a transfer award up to full tuition, unless the full tuition is less at the new campus.

fd. The recipient of a transfer award must meet eligibility requirements of the new campus to continue the award for a subsequent academic year. The new campus is responsible for these subsequent-award remissions.

ge. Specific cases of hardship or exception to these transfer policies will be considered on an individual basis by the appropriate campus officers.

* Professional and Graduate Regents Scholarships will be determined by each campus.

Reference: BRUN, Minutes, 64, p. 87 (January 18, 2003).

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

MEETING DATE: December 5, 2019

SUBJECT: Delegation of Authority to Approve Nominations to the Nebraska Medicine Board of Directors.

RECOMMENDED ACTION: Delegate to the President the authority, following consultation with the Executive Committee, to approve nominations for appointments to the Board of Directors of Nebraska Medicine.

PREVIOUS ACTION: May 30, 2014--The Board of Regents authorized and directed the UNMC Chancellor, in consultation with the Interim President, General Counsel and Chair of the Board of Regents, and such other persons as delegated and authorized by the UNMC Chancellor or the Interim President, to negotiate terms and conditions and execute agreements, notices, governance documents, approvals and other documents related to the governance, organization, management and operation of the Clinical Enterprise and System Corporation as deemed appropriate and necessary to carry out the intent and purposes generally described the agenda item.

EXPLANATION: Pursuant to the authorization granted by the Board on May 30, 2014, among other documents, the Bylaws of the Nebraska Medicine Corporation ("Nebraska Medicine") were executed in 2016. The two corporate members of Nebraska Medicine are the Board of Regents of the University of Nebraska and Clarkson Regional Health Services, Inc.

Pursuant to the Section 3.02 of the Bylaws of Nebraska Medicine Corporation, the Members of the Nebraska Medicine Corporation or their delegates must approve or reject candidates nominated to the Board of Directors of Nebraska Medicine. The Nominating Committee of the Board of Directors of Nebraska Medicine has recommended the re-appointment of four individuals and the appointment of a fifth individual to four-year terms (January 1, 2020 to December 31, 2023) on the Nebraska Medicine Board of Directors. If approved, this item will delegate to the President of the University of Nebraska the authority to approve nominations to the Board of Nebraska Medicine, following the consultation with the Executive Committee.

This item has been reviewed by the Executive Committee.

PROJECT COSTS: Not Applicable

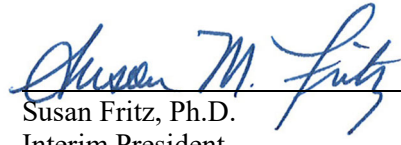
ON-GOING FISCAL IMPACT: Not Applicable

SOURCE OF FUNDS: Not Applicable

SPONSOR:

Jeffrey Gold, M.D.
Chancellor, UNMC

RECOMMENDED:


Susan Fritz, Ph.D.
Interim President

DATE:

November 20, 2019

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

MEETING DATE: December 5, 2019

SUBJECT: Approval of and authorization of entry by the President into an Amended and Restated Purchase Agreement with the Suzanne and Walter Scott Foundation.

RECOMMENDED ACTION: Authorize the President to finalize, execute and deliver the attached form of Amended and Restated Purchase Agreement related to the facilities known generally as Scott Village and Scott Court at the University of Nebraska at Omaha.

PREVIOUS ACTIONS: January 22, 2010 – The Board approved a ground lease agreement with the Suzanne and Walter Scott Foundation (Scott Foundation) to provide 480 beds of student housing and related parking on the UNO campus; and authorized the President to execute all legal instruments necessary to carry out the terms and conditions of the lease agreement.

August 9, 2003 – The Board approved the purchase and transfer of ownership of Scott Village to the Board of Regents of the University of Nebraska.


January 19, 2002 – The Board approved the ground lease agreement with the Suzanne and Walter Scott Foundation providing for the construction and operation of additional student residence halls and related facilities on the UNO South Campus over a term ending on August 31, 2043.

EXPLANATION: The Board of Regents recently refinanced all of the University’s Master Trust Indenture (MTI) outstanding indebtedness which includes the Scott Village and Scott Court land and facilities bonds. The Amended and Restated Purchase Agreement simply updates the agreement to recognize the MTI no longer exists and outlines the Universities requirements under its new bond financing structure.

The Amended and Restated Purchase Agreement has been reviewed by the Business Affairs Committee.

COST: None.

SPONSOR: Chris J. Kabourek
Vice President | CFO

RECOMMENDED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: November 8, 2019

AMENDED AND RESTATED PURCHASE AGREEMENT

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA (“Buyer”) and SUZANNE AND WALTER SCOTT FOUNDATION (“Seller”), hereby agree as follows:

1. **Certain Definitions.** For purposes of this Amended and Restated Purchase Agreement, the following terms are defined:
 - (a) “Bonds” shall mean certain bonds which Buyer or an affiliate of Buyer has issued to finance or refinance, among other things, the payment of the Initial Purchase Price and the Foundation Obligation.
 - (b) “Closing” shall mean the closing and consummation of the transactions described in the Original Purchase Agreement.
 - (c) “Closing Date” shall mean the date of the Closing, which occurred on November 25, 2003.
 - (d) “Deferred Payment Period” shall mean the thirty (30) year period that commenced August 1, 2003 and ending July 31, 2033.
 - (e) “Deferred Purchase Price” shall mean sixty percent (60%) of the Free Cash Flow from the Project for each year of the Deferred Payment Period; provided, to the extent in any year of the Deferred Payment Period, the Free Cash Flow shall be negative, such negative Free Cash Flow shall be carried over to subsequent year(s) and netted against Free Cash Flow in the computation of the Deferred Purchase Price payable to Seller for such year(s).
 - (f) “Free Cash Flow” shall mean all revenues from the Project less (i) all operating expenses (but excluding non-cash expenses or deductions), (ii) Project Debt Service, (iii) payments to and earnings on the Replacement Reserve Fund (as described in paragraph 4(b)(ii) below), and (iv) any payments to and earnings on the Stabilization Reserve Fund (as described in paragraph 4(b)(i) below); all such revenues and expenses shall be on the accrual basis.
 - (g) “Foundation” means the University of Nebraska Foundation, a Nebraska nonprofit corporation.
 - (h) “Foundation Obligation” shall mean the sum of Two Million Dollars (\$2,000,000), together with interest thereon at the rate of five and 20/100 percent (5.2%) from September 9, 2002 through the Closing Date.
 - (i) “Ground Lease” shall mean that certain Ground Lease Agreement dated January 31, 2002 entered into between Buyer and Seller, as amended by that certain First Amendment to Ground Lease Agreement dated August 27, 2002 entered into between Buyer, Seller and Foundation.
 - (j) “Improvements” shall mean all buildings, structures, fixtures and improvements (from the date of the Original Purchase Agreement to the Closing Date) erected or

situated on the Land, including without limitation, a commons building and a ten building, 480 bed student housing project.

- (k) “Initial Purchase Price” shall mean (i) the aggregate direct costs incurred in developing, constructing, leasing and otherwise preparing to operate the Project, including without limitation, all architectural, engineering, surveying, testing, construction, environmental, legal, accounting, market study, financial and operational consulting costs and fees, and lender fees, charges and interest, less (ii) the sum of \$2,000,000.
- (l) “Intangible Personal Property” shall mean all of Seller’s right, title and interest in all intangible personal property related to the Land and the Improvements including, without limitation, the Management Agreement; the Service Contracts; and, to the extent assignable, the plans and specifications and other architectural and engineering drawings for the Improvements; all warranties; all contract rights related to any construction of the Land and the Improvements; and governmental permits, approvals and licenses.
- (m) “Land” shall mean that certain real estate legally described on Exhibit “A” attached hereto.
- (n) “Leases” shall mean all leases and/or occupancy agreements now or hereafter (from the date of the Original Purchase Agreement to the Closing Date) affecting the Project.
- (o) “Management Agreement” shall mean any Management Agreement from time to time between Seller and Manager related to the Project.
- (p) “Manager” shall mean College Park Management, Inc.
- (q) “Mutual Termination” shall mean the mutual termination agreement entered into between Buyer, Seller and Foundation terminating all of their respective rights, titles and interests in, to or under the Ground Lease attached as Exhibit “B” hereto.
- (r) “Prepaid Rents, Deposits and Other Income” shall mean all prepaid rents and security deposits received under the Leases, as well as all other revenues and income realized from or due to the Project (including lease processing fees) not used or applied by Manager to the operating expenses of the Project.
- (s) “Project” shall mean all of Seller’s rights, titles and interests in and to the Ground Lease, the Improvements, the Tangible Personal Property, the Intangible Personal Property, the Leases and the Prepaid Rents, Deposits and Other Income.
- (t) “Project Debt Service” shall mean the debt service on the Bonds existing as of September 1, 2019, as set forth in Exhibit “E” hereto.
- (u) “Purchase Price” shall mean the Initial Purchase Price and the Deferred Purchase Price.

- (v) “Service Contracts” shall mean all service, supply or maintenance contracts or agreements entered into prior to the Closing by Seller or Manager relating to the Project.
- (w) “Tangible Personal Property” shall mean all personal property owned or purchased by Seller in connection with the operation and maintenance of the Land and/or the Improvements.

Certain other defined terms shall have the respective meanings assigned to them elsewhere in this Amended and Restated Purchase Agreement.

2. **Transaction.** The parties agree as follows:
 - (a) Seller assigned, transferred and conveyed the Project to Buyer and executed and delivered the Mutual Termination to Buyer and Foundation, all in accordance with the Original Purchase Agreement.
 - (b) Foundation previously executed and delivered the Mutual Termination to Buyer and Seller, in accordance with the Original Purchase Agreement.
 - (c) Buyer paid the Initial Purchase Price to Seller at the Closing, paid the Foundation Obligation to Foundation at the Closing, executed and delivered the Mutual Termination to Seller and Foundation, and agrees to continue to pay the Deferred Purchase Price to Seller during each year of the Deferred Payment Period.
 - (d) Buyer recently conducted a refinancing of its debt obligations related to the Project and accordingly, certain of the terms and concepts included in the Original Purchase Agreement no longer apply to the financing.
 - (e) At the request of Buyer, for value received, Seller entered into a Waiver and Consent dated as of September 1, 2019, waiving certain terms and conditions of the Original Purchase Agreement pending the execution and delivery of this Amended and Restated Purchase Agreement.
 - (f) Seller and Buyer are entering into this Amended and Restated Purchase Agreement to reflect the changes to the financing terms previously included in the Original Purchase Agreement.
 - (g) Seller and Buyer agree that the Foundation’s obligations under the Original Purchase Agreement have been satisfied and the Foundation Obligation has been paid, as evidenced by the Mutual Termination. Accordingly, Foundation is not a party to this Amended and Restated Purchase Agreement.
3. **Covenants of Seller.** Seller hereby covenants and agrees with Buyer as follows:
 - (a) Seller shall make available to Buyer for its inspection all records relating to the component costs of the Initial Purchase Price as well as all records relating to the management and operation of the Project.
4. **Representations and Covenants of Buyer.** Buyer hereby represents, consents and agrees as follows:

- (a) Buyer used its good faith efforts to issue the Bonds on the Closing Date and subsequent refinancings of the Bonds have occurred since the Closing Date.
- (b) The Bonds may be issued under and pursuant to a bond indenture of an affiliate of Buyer, to be payable from payments required to be made by Buyer to such affiliate, or may be issued by the Buyer as revenue bonds.

- (i) Buyer shall establish a Stabilization Reserve Fund to be held by Buyer into which the Stabilization Reserve Requirement (hereinafter defined) shall be deposited. Revenues shall be deposited into the Stabilization Reserve Fund after payment of (i) operation and maintenance expenses and (ii) amounts constituting Project Debt Service until the balance of the Stabilization Reserve Fund is equal to the Stabilization Reserve Requirement. In the event that Free Cash Flow before payments to the Stabilization Reserve Fund is insufficient to fully meet the funding requirement of this paragraph, payments will be made only to the extent of Free Cash Flow before payments to the Stabilization Reserve with shortfalls carried forward to the ensuing year(s). The Stabilization Reserve Requirement is defined to be an amount equal to the greater of twenty-five percent (25%) of the gross room revenues from the prior year or \$525,000. The initial funding of the Stabilization Reserve Fund (\$525,000) shall be from operations. Amounts in the Stabilization Reserve Fund shall be withdrawn and used to pay the costs of operating and maintaining the Improvements in the event that the revenues shall be insufficient to pay the same. Any investment earnings on the Stabilization Reserve Fund shall be retained therein.

- (ii) Buyer shall maintain a Replacement Reserve Fund to be held by or in trust for the benefit of the Buyer into which the Replacement Reserve Requirement (hereinafter defined) shall be deposited. Revenues shall be deposited into the Replacement Reserve Fund after payment of (i) operation and maintenance expenses and (ii) Project Debt Service until the balance therein equals the Replacement Reserve Requirement. In the event that Free Cash Flow before payments to the Replacement Reserve Fund and Stabilization Reserve Fund is insufficient to fully meet the requirements to pay all operating expenses (but excluding non-cash expenses or deductions) and Project Debt Service as such terms are utilized in the definition of Free Cash Flow herein, payments will be made only to the extent of Free Cash Flow before payments to the Replacement Reserve Fund and Stabilization Reserve with shortfalls carried forward to the ensuing year(s). The Replacement Reserve Requirement is defined to be an amount equal to \$96,000 for the first year of the Deferred Payment Period. The Replacement Reserve Requirement for the second year of the Deferred Payment Period shall be \$98,640 and the Replacement Reserve Requirement each year thereafter shall be increased by two and 75/100 percent (2.75%). Amounts in the Replacement Reserve Fund shall be withdrawn and used to pay the costs of replacing Tangible Personal Property as deemed appropriate by Buyer. Any investment earnings on the Replacement Reserve Fund shall be retained therein.

- (c) From and after the Closing, Buyer shall pay to Seller the Deferred Purchase Price, annually in arrears, during each year of the Deferred Payment Period. This payment shall be based on certified calculations by Buyer and shall include a

schedule setting forth the payments due to the Stabilization Reserve Fund, the Replacement Reserve Fund, and the Deferred Purchase Price due to Seller.

- (d) From and after the Closing, Buyer shall not engage a management company to manage the Project different from the management company then engaged by Seller to manage Scott Residence Hall without the prior written consent of Seller, which consent shall not be unreasonably withheld.
- (e) From and after the Closing, the University of Nebraska at Omaha will receive during each year of the Deferred Payment Period, but only to the extent the forty percent (40%) of Free Cash Flow is sufficient to pay it, an administrative fee equal to a percentage of the gross revenues from the Project during such year, which percentage shall be (i) one percent (1%) during the first six (6) years of the Deferred Payment Period, (ii) two percent (2%) during years seven (7) through eleven (11) of the Deferred Payment Period, (iii) three percent (3%) during years twelve (12) through sixteen (16) of the Deferred Payment Period, and (iv) four percent (4%) during years seventeen (17) through thirty (30) of the Deferred Payment Period.
- (f) Upon the expiration of the Deferred Payment Period, Buyer shall remit sixty percent (60%) of the then balance of the Stabilization Reserve Fund to Seller.

5. **Closing Date Transactions.** On the Closing Date, the parties agree that the following transactions occurred:

- (a) Seller assigned, transferred and conveyed the Project to Buyer, free from any construction lien and leasehold deed of trust or other voluntary lien granted by Seller, but subject to all easements, covenants and restrictions of record, by executing and delivering the Assignment attached hereto as Exhibit "C".
- (b) Seller assigned, and Buyer assumed, the Leases, the Management Agreement and the Service Contracts by executing and delivering the Assignment and Assumption Agreement attached hereto as Exhibit "D".
- (c) Seller, Buyer and Foundation executed and delivered the Mutual Termination.
- (d) Buyer paid the Initial Purchase Price to Seller.
- (e) Buyer paid the Foundation Obligation to Foundation.

6. **Closing.** The parties agree that the Closing occurred on the Closing Date.

7. **Seller Default.** In the event Seller shall default in the performance of this Amended and Restated Purchase Agreement, Buyer's sole remedy shall be to either terminate this Amended and Restated Purchase Agreement or specifically enforce this Amended and Restated Purchase Agreement against the defaulting party. Buyer may exercise any and all remedies allowed by law or equity with respect to any default of this Amended and Restated Purchase Agreement by Seller.

8. **Buyer Default.** Seller may exercise any and all remedies allowed by law or equity with respect to any default of this Amended and Restated Purchase Agreement by Buyer.

9. **Scott Court Arrangement.** It is understood that Seller and Buyer are also parties to that certain Ground Lease/Purchase Agreement related to certain facilities (collectively, “Scott Court”) on the Scott Campus of the University of Nebraska at Omaha (as amended from time to time, the “Scott Court Purchase Agreement”). Seller and Buyer agree that as it relates to the payment of the Development Fee referenced in Section 19.01(C) of the Scott Court Purchase Agreement, the “Village Purchase Agreement” defined therein shall mean this Amended and Restated Purchase Agreement.

10. **[Reserved].**

11. **Brokers.** Buyer and Seller each represent that no broker or real estate agent has been involved in connection with the transaction described herein.

12. **Notices.** All notices and other communications which are required or permitted under the terms of this Amended and Restated Purchase Agreement shall be in writing and sufficient if delivered personally, sent by facsimile transmission (where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt, and the phone number of the other device), sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

IF TO BUYER: Office of the Board of Regents
of The University of Nebraska
3835 Holdrege - Varner Hall
Lincoln, Nebraska 68583-0745
Attention: Vice President for Business and Finance | CFO

with a copy to: The University of Nebraska at Omaha
Office of the Vice Chancellor for Administration
60th & Dodge Streets
EAB 209
Omaha, Nebraska 68182-0047
Telecopy No. 402-554-2244

IF TO SELLER: Suzanne and Walter Scott Foundation
c/o John K. Boyer
Fraser, Stryker, Meusey, Olson, Boyer & Bloch, P.C.
409 South 17th Street, Suite 500
Omaha, Nebraska 68102
Telecopy No. 402-341-8290

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance therewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the date of receipt shown by the transmitting or receiving device if sent by facsimile transmission, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

13. **Survival.** All covenants and agreements of the parties contained herein which contemplate performance following the Closing shall survive the Closing and the execution and delivery of this Amended and Restated Purchase Agreement.

14. **Binding Effect**. This Amended and Restated Purchase Agreement shall be binding upon the parties hereto and their respective successors and assigns.

15. **Execution.** This Amended and Restated Purchase Agreement may be executed in counterparts and delivered by electronic transmission.

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

By: _____
Title: _____

SUZANNE AND WALTER SCOTT FOUNDATION

By: _____
Title: _____

EXHIBITS

A - Land

B - Mutual Termination Agreement

C - Assignment

D - Assignment and Assumption Agreement

E - Project Debt Service

EXHIBIT "A"
LAND

Lot 1, AK-SAR-BEN BUSINESS & EDUCATION CAMPUS REPLAT 3, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT "B"
EXECUTED MUTUAL TERMINATION AGREEMENT

EXHIBIT "C"
EXECUTED ASSIGNMENT

EXHIBIT "D"
EXECUTED ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT "E"
PROJECT DEBT SERVICE

SCOTT VILLAGE DEBT SERVICE

SCOTT COURT DEBT SERVICE

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019 Addendum IX-A-1

University of Nebraska-Lincoln

2. Approval is requested to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL Addendum IX-A-2
3. Approval is requested to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL Addendum IX-A-3
4. Approval is requested to create the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at UNL Addendum IX-A-4

B. BUSINESS AFFAIRS

Residence Hall Room and Board Rates

1. Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska-Lincoln Addendum IX-B-1
2. Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska at Omaha Addendum IX-B-2
3. Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the University of Nebraska at Kearney Addendum IX-B-3
4. Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the Nebraska College of Technical Agriculture Addendum IX-B-4

University of Nebraska

5. Approve execution of a Standard Form Construction Agreement for Mabel Lee Hall Replacement at UNL Addendum IX-B-5
6. Approve amendments to section 3.2.7 of the *Policies of the Board of Regents (the "Policies")* related to self-insurance coverage Addendum IX-B-6

University of Nebraska at Kearney

7. Approve a ground lease agreement and an operations agreement to construct and lease a tennis recreation facility with the City of Kearney Addendum IX-B-7

University of Nebraska-Lincoln

8. Approve the Program Statement for Barkley Memorial Center Expansion and Renovation at UNL Addendum IX-B-8

9. Waive the provisions of *Board of Regents Policy* RP-6.2.7.6.b. and approve the naming of the Phase 2 College of Engineering Building, “Kiewit Hall” at the University of Nebraska-Lincoln Addendum IX-B-9

10. Approve the naming of the Nebraska Gymnastics facility at the University of Nebraska-Lincoln (UNL) the “Francis Allen Training Complex”, pursuant to *Board of Regents Policy* RP-6.2.7.3.c Addendum IX-B-10

TO: Board of Regents
Executive Committee

MEETING DATE: December 5, 2019

SUBJECT: Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska

RECOMMENDED ACTION: Approve the Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an Initial Term commencing on January 1, 2020, and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019.

PREVIOUS ACTION: None

EXPLANATION: Approval of this agenda item will approve the attached Contract of Employment for Walter E. Carter, Jr. The major elements of the contract are as follows:

Annual Base Salary: \$934,600

Type of Appointments and Term:

- **Special Appointment** as President from the start of the initial term commencing on January 1, 2020, and ending December 31, 2024, including President-elect transition coordination and planning for the period of time commencing December 16, 2019, through December 31, 2019.

Fringe Benefits: Standard fringe benefits of University employment, including vacation, disability leave, retirement contribution and health insurance.

Fringe Benefits specific to Appointment as President:

- **Deferred Compensation** – 11.5 % of Base Salary
- **Official Residence** – Official Residence and all expenses for maintenance, utilities and insurance (to be paid from support received from the University of Nebraska Foundation)
- **Interim Housing** – Reasonable interim housing will be provided, pending the readiness of the Official Residence.
- **Moving and Transition Expenses** – The University will pay for reasonable moving expenses, including airfare.
- **Membership/s:** Full privileges or social membership at a country club(s) of the president's choosing as approved by the University of Nebraska Foundation will be provided from support received from the Foundation.

Non-University related/personal use will be included as non-wage compensation.

- **Outside Business, Civic and Professional Activities:** Board of Regents approval required for service as a compensated member of any for-profit organization.
- **Activities of the President's Spouse:** Reasonable travel expenses for the president's spouse to participate in selected University events will be paid from support received by the University of Nebraska Foundation or other non-state funds.

Termination: Employment may be terminated for good cause, subject to due process requirements. Termination for reasons other than cause may occur any time upon giving the president reasonable written or verbal notice of no less than 90 days. President may resign with 45 days' notice. For the initial term until December 22, 2022 the President is required to notify the Chair of the Board of Regents prior to discussions concerning his prospective employment for a similar position with another employer and, if leaving to take a competitive position higher education in the same time period, the President is required to pay liquidated damages to the University in the sum of \$1,000,000 within 60 days of resignation.

RECOMMENDED BY:



Timothy F) Clare
Chairman, Board of Regents

DATE:

November 20, 2019

DRAFT
CONTRACT OF EMPLOYMENT
Walter E. Carter, Jr.
PRESIDENT OF THE UNIVERSITY OF NEBRASKA

This Contract of Employment (“Contract”) is made by and entered into between **The Board of Regents of the University of Nebraska** (“University”), a public body corporate under the Constitution and Statutes of the State of Nebraska, and **Walter E. Carter, Jr.** (“President Carter”), collectively referred to as the Parties, and shall become effective on December 16, 2019.

Recitals

- A. As recorded in the minutes of the meeting of the University’s governing Board of Regents (the “Board”) held on December 5, 2019, the Board approved the hiring of Walter E. Carter, Jr. to serve as the University’s President.
- B. President Carter has agreed to serve as the University’s President under the terms set forth within this Contract.

Terms

In consideration of the mutual promises and covenants set forth below and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following:

Section 1. Term of Employment.

- (a) The Term of President Carter’s employment as President of the University commences on January 1, 2020 (“Effective Date”). The “Initial Term” of President Carter’s Contract is five (5) years, ending as of midnight on December 31, 2024. The term may be extended annually by one year if President Carter achieves certain performance-based metrics to be developed separately by the Board and President Carter in their mutual agreement not later than July 1, 2020. Throughout this Contract, “Term” shall refer to the Initial Term, including any extension or renewal as provided herein, or termination as provided in Section 15, or as otherwise permitted by law. All prior negotiations and representations between the Parties are hereby expressly integrated into this Contract. Except as otherwise specifically and explicitly provided herein, upon expiration of the Term, all compensation, benefits, perquisites and other privileges provided to President Carter under this Contract shall cease to the full extent permitted by law.
- (b) Effective December 16, 2019 through December 31, 2019, President Carter shall be employed by the University as President-elect for purposes of transition coordination and planning. Salary and benefits for such duties shall be as established in Section 2 herein.

Section 2. Salary; Authority and Duties of the President.

(a) In consideration of an annual salary of \$934,600 (such amount to be referred to herein as the “Base Salary”), and any further agreements and considerations hereinafter stated, President Carter agrees to accept employment as the President of the University of Nebraska. President Carter shall be the chief executive officer of the University and shall have charge of the administration of the University of Nebraska with all of the powers and duties incident to the Office of the President as such powers and duties are prescribed by law, the Bylaws of the Board of Regents of the University of Nebraska (“Bylaws”), and policies, rules, regulations, and directives duly adopted by the Board. President Carter shall report to and be accountable to the Board.

(b) At any time during the Term, the annual Base Salary may be increased or decreased by action of the Board, without formal written amendment or modification of this Contract; provided, that such salary shall be decreased only under circumstances where the Board determines that across-the-board salary reductions for all members of the administrative staff are warranted due to budgetary constraints. President Carter’s annual Base Salary shall be paid in twelve (12) equal monthly installments in accordance with the University policies governing the payment of salaries to its all-year academic-administrative staff.

(c) President Carter shall be eligible for performance-based merit pay of up to fifteen percent (15%) of his Base Salary at the end of each full year of employment. No later than July 1, 2020, the Board and President Carter will develop performance-based metrics per Section 1 of this Contract. Any performance-based merit pay will not be included in base salary going forward.

Section 3. Professional Staff Appointment Status.

Special Appointment: The professional staff appointment status of President Carter shall be an all-year special appointment in the academic-administrative staff as President of the University of Nebraska, with benefits and under the terms and conditions of employment for members of the academic-administrative staff holding all-year, full-time special appointments as provided in Chapter III of the Bylaws and the rights and responsibilities of professional staff as provided in Chapter IV of the Bylaws.

Section 4. Fringe Benefits.

(a) President Carter shall receive the fringe benefits of University employment, including vacation leave, disability leave, retirement and health insurance benefits, prescribed for other members of the academic-administrative staff holding all-year, full-time appointments. President Carter shall receive such additional fringe benefits relating to his employment as President as may be from time-to-time duly approved and authorized by the Board.

(b) The annual salary and taxable portion of fringe benefits paid to President Carter for his services pursuant to this Contract shall be subject to withholding for state and federal payroll taxes. The University shall (i) determine in accordance with applicable state and federal laws, regulations, orders and rulings the necessary payroll taxes to be withheld and (ii) appropriately withhold necessary amounts for payroll taxes owed in relation to President Carter’ taxable University compensation, regardless of source. The University follows an IRS Audit Closing Agreement approved by the Regents on December 10, 1994, as well as applicable rules and income reporting guidelines from the Internal Revenue Service (IRS)

regarding University of Nebraska Foundation payments in support of the University. Individual income and taxable fringe benefits resulting to President Carter are reported as taxable income from the University to the President on the University's regular payroll reporting (W2) form. President Carter shall provide substantiation necessary to follow the applicable rules and income reporting guidelines.

Section 5. Deferred Compensation.

President Carter shall receive deferred compensation as provided in the Deferred Compensation Agreement that is attached as Appendix A to this Contract. The provisions of the Deferred Compensation Agreement are incorporated into and made a part of this Contract.

Section 6. Residence of the President.

(a) As a condition of employment in the performance of duties as President of the University, President Carter shall be provided with an Official Residence in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University from support received from the University of Nebraska Foundation. All expenses for maintenance, utilities, and insurance for the Official Residence likewise shall be paid by the University from support received from the University of Nebraska Foundation. Such residence shall be kept in a good state of repair, and utilities, maintenance, and fire and extended property and related liability insurance of the interior and exterior of the residence, and maintenance of the grounds on which the residence is located shall be provided at no cost or expense to the President.

(b) Provided that the Official Residence is reasonably habitable, President Carter shall occupy the Official Residence throughout the Term, and the University shall pay reasonable expenses incurred in moving President Carter and his family to the Official Residence from their prior residence location.

(c) If this Contract is terminated prior to the end of the Term, President Carter and his immediate family will be afforded a reasonable period, not exceeding four (4) months, to obtain other residence and move from the Official Residence.

(d) The Executive Committee of the Board of Regents is authorized to administer these Official Residence and housing allowance provisions, including the authority to provide an interim housing allowance and approve moving expenses per University policy (notwithstanding distance requirements) pending acquisition or transition to and from an Official Residence. Public funds shall not be used to perform construction, maintenance or repair work on the personal residence of the President, and University personnel shall not be used for such purpose under any circumstances.

Section 7. Moving and Transition Expenses.

The University will provide funding for reasonable moving expenses of President Carter to Lincoln, Nebraska, including airfare and other reasonable travel and lodging expenses, consistent with University policy. Reasonable expenses may include multiple trips in consultation with the Board Chair and others as appropriate and will also include reasonable support and related expenses if temporary housing is required prior to inhabiting the Official Residence.

Section 8. Membership(s).

As a condition of employment in the performance of duties as President of the University, President Carter shall have full privileges or social membership at a country club or country clubs of his choosing, provided that the selection of the country club(s) and the membership status thereof shall be acceptable to the University of Nebraska Foundation within its reasonable discretion. Such membership(s) shall be maintained in accordance with the University's policies and process for non-wage compensation that shall be paid as directed by the University from support received from the University of Nebraska Foundation. With respect to club memberships, initiation fees are not considered compensation to the President, since the "beneficial" ownership of the club membership belongs to the University of Nebraska Foundation, as that term is defined by the IRS. The President shall keep and provide to the University and/or the University of Nebraska Foundation records in compliance with the Internal Revenue Code to substantiate legitimate business use of club memberships, in order that annual or periodic club dues may be allocated between personal and business use. Failure to maintain and provide such records shall result in the annual or periodic club dues paid on behalf of the President to be fully taxed and reported as compensation. The value of President Carter's personal use of such membership(s) will be considered taxable income to him and reported to the IRS as required by law.

Section 9. Professional Conduct.

President Carter is expected to exhibit individual leadership to maintain and foster the highest standards of competence, professionalism, leadership, and ethics at the University. President Carter acknowledges that his duties as President include a duty to professionally balance and respect diverse rights, values, and competing interests and that this duty is not strictly limited to his official actions as President or his actions as President at official University settings, but rather also includes all actions or comments that bring disparagement or otherwise damage the University or the Office of the President, regardless of whether those actions or comments occur in his personal or professional capacity.

Section 10. Professional Dues and Meetings.

The Board acknowledges that leadership by President Carter in higher education and/or business organizations may advance the interest of the University and encourages President Carter's reasonable (based upon the time commitment involved) participation therein. In addition, President Carter may attend educational conferences, conventions, courses, seminars, and other similar professional growth activities that do not interfere with the performance of his duties as President of the University. The University shall pay or reimburse reasonable expenses in connection therewith, including membership in professional organizations.

Section 11. Outside Business, Civic and Professional Activities.

President Carter shall devote substantially all of his time, attention, and energies to the performance of the duties of the Office of President of the University. The Board contemplates the performance of these duties by President Carter may be advanced by the expenditure of reasonable amounts of time for charitable, civic, service or professional activities. In addition, the expenditure by President Carter of reasonable amounts of time relating to personal or outside business shall not be considered a breach of this Contract,

provided such activities do not interfere with President Carter's performance of duties as President of the University. President Carter shall not engage in any outside activity that may be adverse to the best interests of the University, and he shall not serve as a compensated member of the board of directors of any for-profit organization without first obtaining Board approval.

Section 12. Activities of President's Spouse.

The President's spouse plays an important role in the social and professional life of the University. Consequently, University of Nebraska Foundation funds or other non-state funds will be allocated to pay reasonable and customary travel expenses for President Carter's spouse to participate in selected University events. Ordinarily, this will include one or two meetings each year. In addition, travel to other University related events such as Alumni Association activities may be paid or reimbursed at the discretion of the Alumni Association or the University of Nebraska Foundation. It is understood and agreed that President Carter's spouse may be expected to participate in University activities as the spouse of the President to facilitate President Carter's ordinary and necessary duties as President. It is further understood and agreed that President Carter and his spouse are expected to entertain for University functions in the Official Residence for University-related activities. President Carter shall provide substantiation as may be necessary to establish a University-related purpose for such activities.

Section 13. Performance Evaluations.

President Carter's professional performance as President of the University shall be evaluated annually by a method that is mutually agreeable to the Board and to President Carter. Such evaluation method shall include the performance-based metrics developed pursuant to Section 1 of this Contract.

Section 14. Confidential Information

In his role as President, President Carter shall have direct and indirect access to the University's confidential business information, trade secrets, intellectual property, proprietary information, and information protected from disclosure under federal and state law ("Confidential Information"). Throughout his employment with the University, and at all times thereafter, President Carter shall not disclose the University's Confidential Information to any third parties unless required to do so by law, unless absolutely necessary to fulfill his duties as President, or unless directed to do so by the Board. If President Carter receives any legal demand to disclose Confidential Information, including without limitation through an order of a court or administrative agency, a subpoena, or a valid public records request, President Carter shall promptly notify the University's General Counsel of the demand.

Section 15. Termination of Employment; Disability or Death.

(a) Termination for Good Cause. The University may terminate the employment of President Carter for good cause prior to the end of the Contract Term based on a majority vote of its Board members. The University shall have good cause to terminate President Carter's employment if he, as determined by the Board, (i) fails to carry out his duties as President in a diligent and professional manner, or otherwise in a manner that meets the Board's expectations, after being afforded a reasonable opportunity to rectify any performance deficiencies, (ii) engages in any misconduct in his role as President or in any personal

misconduct outside of his role as President that impairs his ability to continue serving as President, including without limitation any misconduct that entails a violation of civil or criminal laws, an ethical violation, or moral turpitude, (iii) fails to adhere to the directives, bylaws, policies, rules, regulations or practices of the Board or otherwise engages in any conduct that is deemed insubordinate by the Board, or (iv) breaches any of the material terms of this Contract. Prior to taking any vote to terminate President Carter's employment for good cause, the Board shall first inform President Carter in writing of the grounds on which good cause is alleged to be based and provide him with an opportunity for a hearing before the Board. If the Board votes to terminate President Carter's employment for good cause, all duties and obligations under this Contract, including without limitation any obligation to further compensate President Carter for any work not yet performed, shall cease immediately upon the effective date of the termination, with the exception that President Carter's obligation to not disclose Confidential Information or disparage the University shall survive the termination of this Contract.

(b) Disability or Death. Should President Carter be unable to perform his duties as President by reason of disability due to illness or accident, and such disability shall continue for more than six (6) months, or if such disability is permanent, irreparable or of such a nature as to make performance of his duties impossible, then, subject to President Carter' entitlement to six (6) months disability leave with pay, either Party may terminate this Contract, whereupon the respective rights, duties, and obligations of the Parties hereunder shall cease, and each Party shall be released and discharged from this Contract without further liability to the other. The foregoing provisions of this section shall not apply to any liability the Board may have to President Carter under the Nebraska Worker's Compensation laws or to any benefits that President Carter may be entitled to receive under any disability insurance coverage provided in whole or in part by the Board. In the event of President Carter's death, this Contract shall terminate at the end of the calendar month in which his death occurs. The Board shall be liable to President Carter's personal representative for any accrued and unpaid compensation, together with any other benefits, which shall be payable to President Carter' personal representative by reason of his death.

Section 16. Resignation; Leave of Absence.

(a) Except as otherwise provided in subsection (c) below, President Carter may resign his employment as President prior to the end of the Contract Term, without penalty, by providing the Board with at least forty-five (45) calendar days advance written notice of his resignation. The Board and President Carter may mutually agree to waive this forty-five (45) calendar day notice requirement, in which case President Carter's resignation shall become as of the date of the waiver. Upon the effective date of President Carter's resignation, all duties and obligations under this Contract, including without limitation any obligation to further compensate President Carter for any work not yet performed, shall cease, with the exception that President Carter's obligations to not disclose Confidential Information or disparage the University shall survive the termination of this Contract.

(b) Unless notice of termination of employment has been given to President Carter in accordance with Section 15 of this Contract, President Carter, or any person or entity acting on his behalf, shall not engage in discussions or negotiate, directly or indirectly, concerning President Carter's prospective employment by any other employer without first notifying the Chair of the Board of Regents of such discussions or negotiations. The provisions of this subsection 16(b) shall expire effective December 31, 2022.

(c) If President Carter resigns to seek or accept employment in the administration of a higher education or academic institution outside the University, the Parties agree that the University will incur damages in an amount that would be uncertain and not susceptible to exact computation. In light of that, the Parties acknowledge and agree that President Carter shall pay the University the total sum of One Million Dollars (\$1,000,000.00) as liquidated damages, within sixty (60) calendar days following the effective date of his resignation, as a reasonable forecast or approximation of the damages that the University will incur should he resign to seek or accept employment in the administration of a higher education or academic institution outside the University. The Parties have bargained for and agreed to the foregoing liquidated damages provisions, giving consideration to the significant costs of conducting an employment search for a president; the serious and substantial disruption to the University of his unplanned departure; the reciprocal benefits of an amicable separation including specifically the mutual agreement to refrain from any disparaging or otherwise damaging comments about the University or President Carter; and the serious and substantial devotion of administrative resources in relation to a change of administration, all of which result in damages the amount, nature, and extent of which are difficult to determine and cannot be estimated with certainty. Accordingly, the Parties acknowledge and agree that the amount of liquidated damages payable to the University under this provision is fair and reasonable. The provisions of this subsection 16(c) shall expire effective December 31, 2022.

Section 17. Non-Disparagement.

Following the cessation of President Carter's employment as President for any reason, whether effectuated through a termination, resignation or the natural expiration of the Contract Term, President Carter shall not make any written or oral statements to anyone disparaging, attacking or painting in a negative light the University or any of its campuses, colleges, schools, departments, divisions, regents, faculty, staff, students, stakeholders, services, programs, sports or degrees.

Section 18. Amendments.

This Contract may be amended at any time through a formal, written modification duly approved by the Board and accepted by President Carter. A formal, written modification is not required, however, to effectuate a change to President Carter's Base Salary or his fringe benefits, or to approve performance-based merit pay for him, as all of these actions may be accomplished at any time through official action of the Board without the necessity for a written modification or amendment to this Contract.

Section 19. Governing Law; Severability.

This Contract shall be construed and enforced in accordance with, and is subject to, the laws of the State of Nebraska. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the Contract's remaining provisions.

Section 20. Board Approval and Administrative Provisions.

(a) This Contract is subject to approval by a vote of the Board of Regents according to the University's policies and procedures, which shall be evidenced through the Chair of the Board of Regents' execution

of this Contract and an attestation by the Corporation Secretary following a vote at a public meeting of the Board of Regents.

(b) This Contract may be executed in any number of separate counterparts, including by electronic signature of President Carter, each of which executed counterparts shall be deemed an original, and all such counterparts shall together constitute one and the same contract.

(c) All notices contemplated in this Contract shall be in writing and shall be deemed effective when personally delivered, sent via overnight delivery or, if mailed, three (3) days after the date deposited in the United States Mail, postage prepaid, registered or certified, and return receipt requested. Until changed by written notice, notices shall be given to the Board of Regents at the following address:

The Board of Regents of the University of Nebraska
Corporation Secretary
Varner Hall #132
3835 Holdrege
Lincoln, Nebraska 68583-0745

and such notices shall be given to President Carter at the following address:

President Walter E. Carter, Jr.
9300 Tuscan Court
Lincoln, Nebraska 68520

In witness of this Contract, authorized representatives of each Party have executed this Contract on the dates indicated below.

WALTER E. CARTER, JR.

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

By _____
Walter E. Carter, Jr. Date

By _____
Timothy F. Clare Date
Chair of the Board of Regents

ATTEST:

By _____
Carmen Maurer Date
Corporation Secretary

APPENDIX A

DRAFT UNIVERSITY OF NEBRASKA DEFERRED COMPENSATION AGREEMENT

This DEFERRED COMPENSATION AGREEMENT (the “Agreement”), effective as of January 1, 2020, is made by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a body corporate under the Constitution and statutes of the State of Nebraska (the “Board” or “University”), and **WALTER E. CARTER, JR.** (“President Carter”).

RECITALS

WHEREAS, the University is an organization described in Section 501(c)(3) of the Internal Revenue Code (“Code”) and, as such, is organized and operated exclusively for charitable and educational purposes; and

WHEREAS, the Board has authorized a deferred compensation program pursuant to Section 457(f) of the Code, to be funded by the University of Nebraska Foundation for Presidents of the University; and

WHEREAS, President Carter is being hired by the Board to serve as President of the University of Nebraska (“President”) on January 1, 2020; and

WHEREAS, the University would suffer loss if President Carter were to accept another offer of employment, and it is thus ordinary, necessary and reasonable to provide President Carter with additional compensation on a deferred basis to induce him to serve and continue to serve as President; and

WHEREAS, the parties have entered into an agreement to provide President Carter with certain deferred compensation benefits, as set forth herein, that shall be in addition to his current compensation and any future increase thereof for merit or cost of living.

NOW, THEREFORE, the University and President Carter hereby agree as follows:

Section 1. Credits to Account. The University shall, during the month of January 2020, credit to a separate account owned by the University, entitled the “President Carter Deferred Compensation Account” (the “Account”), 11.5 percent of President Carter’ first year base salary as President in effect on January 1, 2020 (the “Initial Credit Amount”), which amount shall be attributable to services to be performed by President Carter as President during the calendar year beginning on January 1, 2020 and ending December 31, 2020. For purposes of this Agreement, “Calendar Year” shall mean January 1 to December 31. For each subsequent Calendar Year, if President Carter continues to serve

as President as of January 1 of such Calendar Year, then the University shall, during the month of January of such Calendar Year, credit 11.5 percent of President Carter' annual base salary as President in effect on January 1 of such Calendar Year (the "Annual Credit Amount") to the Account (subject to the termination provision in Section 3(c) herein). Each credit of the Annual Credit Amount to the Account shall be attributable to services to be performed by President Carter as President for the Calendar Year in which the credit is made. Amounts credited to the Account shall be invested by an investment manager as selected by the University from time to time during the existence of the Account. The Account shall be adjusted from time to time, not less than annually, to reflect deemed income received or accrued and deemed gains or losses, if any, realized from investing amounts credited to the Account, and for any investment management fees attributed to such investment. Sums so accumulated or invested shall be held exclusively by and for the benefit of the University, shall be a part of the general assets of the University, subject to the claims of its creditors, and President Carter shall have no current or future enforceable interest therein except as provided in this Agreement.

Section 2. Funding Contingencies. The obligation of the University to credit funds to the Account each Calendar Year shall be subject to the following contingencies:

(a) Termination of Employment. If the employment of President Carter as President is terminated, whether voluntarily or involuntarily, while this Agreement is in effect, then the University shall credit no additional sums to the Account on and after the date of such termination, other than investment earnings or gains earned through the date of such termination. If the termination is voluntary or involuntary for cause, the University shall retain all of the assets credited to the Account and President Carter shall have no further claim to any of the assets credited to the Account or the earnings thereon. If the termination is involuntary not for cause, the Account shall be distributed to President Carter as provided in Section 3(d) herein.

"Termination of Employment" or "Terminates Employment" means the termination of President Carter' employment with the University for reasons other than death or Disability. Whether a Termination of Employment takes place is determined based on the facts and circumstances surrounding the termination of President Carter's employment and whether the University and President Carter intended for President Carter to provide significant services for the University following such termination. A termination of employment will not be considered a Termination of Employment if President Carter continues to provide services for the University (whether as an employee or independent contractor) at an annual rate that is 20 percent or more of the services rendered, on average, during the

immediately preceding three full calendar years of employment (or, if employed less than three years, such lesser period).

President Carter's employment relationship will be treated as continuing intact while President Carter is on military leave, sick leave or other bona fide leave of absence if the period of such leave of absence does not exceed 6 months, or if longer, so long as President Carter' right to reemployment with the University is provided either by statute or by contract. If the period of leave exceeds 6 months and there is no right to reemployment, a Termination of Employment will be deemed to have occurred as of the first date immediately following such 6-month period.

(b) Disability. If President Carter shall become disabled during the term of this Agreement to an extent that he is no longer able to perform his duties as President, no further sums shall be credited to the Account following the date of termination as a result of disability other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to President Carter as provided in Section 3(d) herein.

(c) Death. If President Carter shall die during the term of this Agreement, no further sums shall be credited to the Account following President Carter' date of death other than investment earnings or gains earned through the date of such termination, and the Account shall be distributed to the personal representative of President Carter' estate as provided in Section 3(e) herein.

Section 3. Vesting, Distribution. The Account shall become vested, and shall be distributed to President Carter, in the following manner:

(a) Vesting/Distribution at End of Third Year of Service. If President Carter shall continue as President through December 31, 2022, all assets credited to the Account by the University through December 31, 2022, including investment earnings attributed on the books of the University thereto through such date, shall vest and shall be distributed, less applicable withholding required by law, to President Carter in a lump sum on or before January 31, 2023.

(b) Vesting/Distributions At Five Years of Service. If President Carter shall continue as President for a period of two additional full Calendar Years through December 31, 2024, all remaining assets credited to the Account by the University during such period, including all investment earnings attributed on the books of the University thereto for such period, shall vest as of December 31 of such second Calendar Year, and shall be distributed (less required withholding) to

President Carter in a lump sum on or before January 31, 2025 following the second such Calendar Year.

(c) Vesting/Distributions After Fifth Year of Service. If President Carter shall continue as President for a period of two additional Calendar Years from and after January 1, 2025, the assets credited to the Account by the University during such period, including all investment earnings attributed on the books and records of the University thereto for such period, shall vest as of December 31 at the end of such second Calendar Year, and shall be distributed (less required withholding) in a lump sum on or before January 31 following such second Calendar Year. For example, if President Carter' service as President extends through December 31, 2026, the assets so credited to the Account through December 31, 2026, including all investment earnings attributed on the books of the University thereto, shall vest on December 31, 2026, and shall be distributed (less required withholding) to President Carter in a lump sum on or before January 31, 2027. This two-year credit/vesting program shall continue for as long as President Carter shall continue to serve as President, unless terminated by the Board upon written notice to President Carter not less than 60 days prior to the beginning of the first Calendar Year of any such two-year credit/vesting period.

(d) Vesting/Distribution Following Involuntary Termination Not For Cause. If the employment of President Carter is involuntarily terminated not for cause while this Agreement is in effect, all of the assets credited to the Account at the time of such termination, including all investment earnings attributed on the books of the University thereto, shall be distributed (less required withholding) to President Carter in a lump sum within 30 days following such date of termination.

(e) Vesting/Distribution Following Disability. In the event that President Carter becomes disabled to an extent that he is no longer able to perform his duties as President, all of the assets credited to the Account shall vest. If President Carter is deemed Disabled, as defined in the following sentence, the assets credited to the Account, including all investment earnings attributed on the books of the University thereto, will be distributed (less required withholding) to President Carter in a lump sum within 30 days following the date of Disability determination. President Carter will be deemed Disabled if President Carter: (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three

months under an accident and health plan covering employees of the University. Medical determination of Disability may be made by either the Social Security Administration or the University. President Carter must submit proof to the acceptable to the Board of Disability, including, but not limited to, the Social Security Administration's determination.

(f) Vesting/Distribution Following Death. In the event that President Carter shall die while this Agreement is in effect, all of the assets credited to the Account at the time of death, including all investment earnings attributed on the books of the University thereto, shall vest and be distributed (less required withholding) to the personal representative of President Carter' estate in a lump sum within 30 days following President Carter' date of death.

(g) Vesting/Distribution Following Non-Renewal of Contract. If the employment of President Carter is terminated based upon the non-renewal of the Contract for reasons other than those described in Section 4(a)-(e) following the initial 3 year vesting period, all of the assets credited to the Account at the time of such termination shall be distributed (less required withholding) to President Carter in a lump sum within 30 days following such date of termination.

Section 4. Conditions to Distributions. Any distributions to President Carter from the Account are subject to, and contingent upon, the non-occurrence of the following acts or omissions, as determined in good faith by the Board, to wit:

(a) President Carter shall commit any substantial violation of the directives, bylaws, policies, rules or regulations of the Board pertaining to his duties as President of the University.

(b) President Carter shall commit any substantial violation of any rule or regulation of the National Collegiate Athletic Association (or any successor organization) that is applicable to the University and its intercollegiate athletic programs.

(c) President Carter shall commit any dishonest or fraudulent act or any misappropriation of funds of the University.

(d) President Carter shall attempt to assign or encumber any benefits or other payments that he may be entitled to receive hereunder prior to the time of actual distribution and receipt.

(e) President Carter shall be a party to or convicted of any act involving moral turpitude of sufficient magnitude to reflect discredit upon himself or the University.

In the event that President Carter engages in any one or more of the above specified acts or omissions, then he shall not, in any event, be entitled to receive any benefits from the Account or otherwise, pursuant to this Agreement, and the University shall retain all of the assets therein. President Carter shall retain all assets previously distributed from the Account.

Section 5. No Present Rights. Neither President Carter, his personal representative, heirs, legatees, distributees, or any other person claiming under him shall have any right to commute, encumber, or otherwise dispose of any right to receive payments hereunder, all of which payments and the rights thereto are expressly declared to be non-assignable. In addition, such rights as herein created shall not be subject to execution, attachment, or similar process. Any attempt to assign, transfer, pledge, or otherwise dispose of any such right, interest, or benefit contrary to the provisions of this Agreement, or the levy of any attachment or similar process thereon, shall be null and void and without effect.

Section 6. No Discretionary Powers. President Carter shall take no part whatsoever in the exercise of discretionary powers that are retained by the University pursuant to this Agreement. The University shall incur no liability to President Carter for the manner or method in which the assets of the Account are managed or invested.

Section 7. Intent of Parties. Anything to the contrary notwithstanding, it is the intention of the parties to this Agreement that the Agreement shall create a contractual obligation to make payments as provided herein. The parties do not intend, and this document should not be construed, to establish any trust for the benefit of President Carter or to grant him any beneficial interest in the amounts credited to the separate Account established herein until he is entitled to receive payment thereof, nor shall it be construed as an election on the part of President Carter to defer any current compensation to which he might be otherwise entitled by reason of his current employment by the University.

Section 8. Miscellaneous Provisions.

(a) Entire Agreement, Amendment. This document constitutes the entire agreement between the parties with respect to the subject matter addressed herein and may not be modified, amended or terminated except by a written agreement specifically referring to this Agreement signed by the parties hereto.

(b) Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said section.

(c) Binding Effect. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and heirs.

(d) Nebraska Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(e) No Acceleration or Delay of Distributions. The time or manner of distribution of amounts deferred under this Agreement may not be changed by amendment or otherwise except in conformity with the requirements of Code Section 409A.

(f) Taxes on Distributions. The University or its paying agent shall withhold any taxes that are required to be withheld from the benefits provided under this Agreement. President Carter acknowledges that the University's sole liability regarding taxes is to forward any amounts withheld to the appropriate taxing authority(ies). Further, the University or the paying agent shall satisfy all applicable reporting requirements, including those under Section 409A of the Code and regulations thereunder.

(g) Administration of Agreement. This Agreement shall at all times be administered and the provisions of this Agreement shall be interpreted consistent with the requirements of Section 409A and Section 457 of the Code and any and all regulations thereunder, including such regulations as may be promulgated after the date of this Agreement.

(h) Distributions Upon Income Inclusion Under Code Section 457(f). Notwithstanding any provision in this Agreement to the contrary, upon the occurrence of any event that results in President Carter becoming vested in whole or in part in amounts credited to the Account, as reasonably determined by the Board, the University will permit a lump sum distribution of an amount to pay Federal, state and local income taxes due upon the vesting event, provided that the amount of such payment is not more than an amount equal to the Federal, state, and local income tax withholding that would have been remitted by the University if there had been a payment of wages equal to the income includible by President Carter under Code Section 457(f) at the time of the vesting.

(i) Distribution upon Income Inclusion under Code Section 409A Failure. If this Agreement fails to meet the requirements of Code Section 409A and as a result, some portion of the President Carter’ benefit is required to be included in his income, the University will pay President Carter the amount required to be included in his income as a result of such failure and noncompliance and the balance in the Account will be reduced accordingly. If the failure to meet the requirements of Code Section 409A is solely caused by an act or omission by the University (without the participation therein by President Carter) occurring after the date of this agreement, the University agrees to pay President Carter an amount (the “409A Penalty Tax Reimbursement”) that, after withholding for applicable federal and state income taxes, is needed for President Carter to pay the interest and additional tax described in Code Section 409A(a)(1)(B). The 409A Penalty Tax Reimbursement will not include the ordinary federal and state income tax President Carter owes due to the inclusion in his income of amounts payable to him pursuant to this Agreement. President Carter shall notify the General Counsel of the University in writing within 30 days following the date that he has remitted the interest and additional tax described in Code Section 409A(a)(1)(B), showing the amount thereof. If the University is legally obligated to pay the 409A Penalty Tax Reimbursement, the University will pay the 409A Penalty Tax Reimbursement within 60 days following its receipt of such notification.

(j) Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute a single document.

IN WITNESS WHEREOF, President Carter and the University have executed this Agreement on the respective dates set forth below to be effective on January 1, 2020.

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

Date

By: _____
Chris Kabourek, Vice President for
Business and Finance

Date

Walter E. Carter, Jr.

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

Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Creation of the Bachelor of Science (BS) in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL

PREVIOUS ACTIONS: May 16, 1997 – The Board approved the establishment of the School of Natural Resource Sciences at UNL.

November 10, 1978 – The Board approved the renaming of the UNL Master of Science in the Department of Forestry and Wildlife to the Master of Science in the Department of Forestry, Fisheries and Wildlife.

EXPLANATION: The proposed interdisciplinary Bachelor of Science in Regional and Community Forestry is designed for students wishing to pursue careers in urban forest management, arboriculture, urban wildland interface management, and the green infrastructure industry. The purpose of the degree program is to produce highly-skilled and knowledgeable professionals in the areas of urban forestry management, plant and social sciences essential to managing natural resources in rural and urban environments. Students will be qualified for immediate employment upon graduation, or for advancement in several fields of study including horticulture, forestry, or natural resource sciences.

The School of Natural Resources (SNR) will administer the program with the Department of Agronomy and Horticulture.

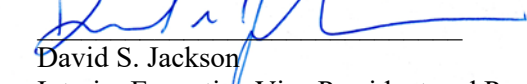
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$5,000 for Year 1; \$25,000 over five years

SOURCE OF FUNDS: Tuition and fees

SPONSORS: Richard E. Moberly
Interim Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
David S. Jackson
Interim Executive Vice President and Provost

DATE: November 8, 2019

PROPOSAL FOR BACHELOR OF SCIENCE IN REGIONAL AND COMMUNITY FORESTRY

I. Descriptive Information

Institution Proposing the Program: University of Nebraska-Lincoln (UNL)

Program Name: Regional and Community Forestry

Degree to be Awarded: Bachelor of Science in Regional and Community Forestry (with two options: a) Urban Forestry Management; and b) Arboriculture)

Other Programs Offered in this Field by this Institution: The University of Nebraska-Lincoln currently offers no other individualized program of study in Regional and Community Forestry

CIP CODE: 03.0508

Subject Prefix Code: Use existing subject prefix code - NRES

Administrative Units for the Program: School of Natural Resources (SNR)

Proposed Delivery Site: University of Nebraska – Lincoln

Distance Delivery: No

Date Approved by Governing Board:

Proposed Date (term/date) of Program Initiation: Fall 2020

II. Details

A. Purpose of the Proposed Program:

The proposed Regional and Community Forestry (RCF) undergraduate degree program is designed to serve the needs of students who desire academic training that will enable them to pursue careers in urban forest management, arboriculture, urban wildland interface management, green infrastructure industry, and other related fields not currently offered by UNL.

The purpose of the degree program is to produce highly skilled and knowledgeable professionals with “career ready” skills in problem solving, critical thinking, and effective oral and written communication in the areas of urban forestry management, plant and social sciences essential to managing natural resources in rural and urban environments. Students will be qualified for immediate employment upon graduation, or for advancement in several fields of study including horticulture, forestry, or natural resources sciences.

Students will complete multidisciplinary coursework during the program. An emphasis on internships with partners including state agencies, regional companies, and nonprofits will draw on interdisciplinary linkages within UNL, and will capitalize on strong partnerships with state agencies, nonprofits and the private sector to enhance experiential learning opportunities.

The School of Natural Resources (SNR) in partnership with the Department of Agronomy and Horticulture will administer the program. The SNR will provide administrative support of the program.

B. Description of the Proposed Major or Degree

Requirements for admission into the degree program and College of Agricultural Sciences and Natural Resources (CASNR) are consistent with general University admission requirements (one unit equals one high school year): 4 units of English, 4 units of mathematics, 3 units of natural sciences, 3 units of social studies, and 2 units of foreign language. Students also must meet performance requirements [ACT composite of 20 or higher OR combined SAT score of 950 or higher OR rank in the top one-half of graduating class; transfer students must have a 2.0 (on a 4.0 scale) cumulative grade point average and 2.0 on the most recent term of attendance].

The proposed multidisciplinary program has been designed to utilize existing courses currently offered at UNL.

Degree Options:

1) Urban Forestry Management (18 hours) is for students interested in managing forests in a human dominated environment at the landscape level. Career opportunities include: urban or community forest management, municipal forester, natural resource coordinator, community forestry coordinator at local, regional, state, and federal levels and researchers at university, state, regional and national institutions. Students interested in advance degrees would be well suited for graduate studies in Community and Regional Planning or Natural Resource Sciences.

2) Arboriculture (19 hours) is for students interested in careers in the tree care industry. Career opportunities include: arborist, consulting arborist, tree crew supervisor, plant health care, utility arboriculture, municipal arboriculture, horticulture, landscape management, and natural resource management and consulting.

Core degree requirements (including CASNR requirements):

Removal of C-, D and F Grades

Only the most recent letter grade received in a given course will be used in computing a student's cumulative grade point average if the student has completed the course more than once and previously received a grade or grades below C in that course.

The previous grade (or grades) will not be used in the computation of the cumulative grade point average, but it will remain a part of the academic record and will appear on any transcript.

A student can remove from his/her cumulative average a course grade of C-, D+, D, D- or F if the student repeats the same course at the University of Nebraska and receives a grade other than P (pass), I (incomplete), N (no pass), W (withdrew), or NR (no report). If a course is no longer being offered, it is not eligible for the revised grade point average computation process.

For complete procedures and regulations, see the Office of the University Registrar website at <http://www.unl.edu/regrec/course-repeats>.

Pass/No Pass

Students in CASNR may take any course offered on a Pass/No Pass basis within the 24-hour limitation established by the Faculty Senate.

GPA Requirements

A minimum cumulative grade point average of C (2.0 on a 4.0 scale) must be maintained throughout the course of studies and is required for graduation.

Transfer Credit Rules

To be considered for admission, a transfer student, Nebraska resident or nonresident, must have an accumulated average of C (2.0 on a 4.0 scale) and a minimum C average in the last semester of attendance at another college. Transfer students who have completed less than 12 credit hours of college study must submit either ACT or SAT scores.

Ordinarily, credits earned at an accredited college are accepted by the University. The College, however, will evaluate all hours submitted on an application for transfer and reserves the right to accept or reject any of them. Sixty (60) is the maximum number of hours the University will accept on transfer from a two-year college. Ninety (90) is the maximum number of hours the University will accept from a four-year college. Transfer credit in the degree program must be approved by the degree program advisor on a Request for Substitution Form to meet specific course requirements, group requirements, or course level requirements in the major. At least nine hours in the major field, including the capstone course, must be completed at the University of Nebraska–Lincoln regardless of the number of hours transferred.

The College will accept no more than 10 semester hours of C-, D+, D and D- grades from other schools. The C-, D+, D and D- grades can only be applied to free electives. This policy does not apply to the transfer of grades from University of Nebraska at Omaha or University of Nebraska at Kearney to the University of Nebraska–Lincoln.

Course Requirements

The course requirements and student learning outcomes for a Bachelor of Science in Regional and Community Forestry degree program requirements are detailed in Appendix A and B respectively. While the proposed program is interdisciplinary in nature, the core courses are cross-listed as NRES/HORT and offered by faculty in the School of Natural Resources due to the highly specialized nature of the material.

Core Course Descriptions:

NRES/HORT 201 Dendrology: Study and identification of trees and shrubs - Credit Hours: 3

An introduction to the naming, identification, and natural history of woody trees and shrubs in North America with emphasis on woody species common to Nebraska. Covers morphology, natural site conditions, wildlife and human uses of woody trees and shrubs. A weekly field session emphasizes techniques in identification and taxonomy.

NRES/HORT 302 Tree Biology Credit Hours: 3

The study of the structure and function of woody plants, with a focus on trees growing in temperate climates. Covers the basics of wood physiology in terms of the biological, physical, and chemical processes utilized by tree to function. The anatomy and morphology of trees with a focus on the impacts of tree maintenance to the structure and function of landscape trees.

NRES 310 Introduction to forest management – Credit Hours: 4

Introduction to forest management discusses the history, biology, and management of the world's forest resources with emphasis on the Great Plains region. Topics include: forest types and their relationship to site conditions, ecological principles of forest management, basic forest management practices, economic and policy decisions in forest management. The field-oriented lab emphasizes forest ecology, forest management and wood products.

NRES/HORT 321 Arboriculture: Maintenance & selection of landscape trees Credit Hours: 4

Arboriculture covers practical application of the science of tree growth, development, and management in human dominated landscapes. Tree selection for varying landscapes and objectives, proper planting and pruning, identification and correction of tree defects, and working with tree pest issues. During the laboratory and field portion of the course students learn the practical skills of tree risk assessment, climbing, and chainsaw safety along pest and disease identification and management.

NRES/HORT 457 Green space and urban forestry management – Credit Hours: 3 – ACE 10

Green space and urban forestry management focuses on the management of trees, parks, and green infrastructure in rural and urban communities. Perspectives from community planning, landscape architecture, urban forestry, natural resources, horticulture, and environmental policy. Development and implementation of green space and forest management plans encompassing societal needs and biological limitations in rural and urban communities. Students work directly with a community or organization to create management plans.

Students also must select and fulfill the requirements of a degree option based on their area of interest. A brief overview of major and option requirements are shown below.

Table 1. Core degree requirements (including CASNR requirements) 85-94 credits.

| Topic area | Required Credits | ACE |
|------------------------------------|-------------------------|------------|
| College integrative course | 4 | |
| Mathematics, Statistics, Economics | 9 | 3, 6 |
| Communications | 6 | 1, 2 |
| Biology, Chemistry, Physics | 16 | 4 |
| Geographic Information Systems | 3 | |
| Ecology | 6 | |
| Policy | 3 | |
| Soil and water science | 7 | |
| Entomology and Pathology | 8 | |
| Plant identification | 6 | |
| Career Experience | 1 | |
| Forestry and Arboriculture | 10 | |
| Capstone Course | 3 | 10 |
| ACE Courses | 3-12 | 5, 7, 8, 9 |

Table 2. Option requirements for Urban Forest Management and Arboriculture.

| Option: Urban Forest Management – 18 credits | | |
|---|-------------------------|------------|
| Topic area | Required Credits | ACE |
| Urban Studies | 9 | 5, 6, 8, 9 |
| Communications | 6 | |
| Policy | 3 | 4 |
| Free electives | 7-17 | |

| Option: Arboriculture – 19 credits | | |
|---|-------------------------|------------|
| Topic area | Required Credits | ACE |
| Water Science | 3 | |
| Soil Science | 3 | |
| Horticulture | 7 | 7, 9 |
| Business | 3 | |
| Free electives | 7-17 | |

Example Four-Year Plan

Freshman Year

| Term 1 | cr | Term 2 | cr |
|---|-----------|--|-----------|
| SCIL 101 Science Literacy (ACE 8) | 3 | LIFE 121/121L Fundamentals of Biology II & Lab | 4 |
| NRES 101 Natural Resources Orientation | 1 | SOIL 153 Introduction to Soil Science | 4 |
| LIFE 120/120L Fundamentals of Biology & Lab (ACE 4) | 4 | MATH 104 Applied Calculus (ACE 3) | 3 |
| ENTO 115/116L Insect Biology | 4 | ALEC 102 Interpersonal Skills for Leadership (ACE 2) | 3 |
| ENGL 150 Writing and Inquiry (ACE 1) | 3 | | |
| Total credit hours | 15 | Total credit hours | 14 |

Sophomore Year

| Term 3 | cr | Term 4 | cr |
|---------------------------------|-----------|--|-----------|
| NRES 220/222 Ecology & Lab | 4 | NRES 323 Natural Resources Policy | 3 |
| CHEM 105 Chemistry in Context I | 4 | AECN 141 Introduction to the Economics of Ag (ACE 6) | 3 |
| ACE 5 Humanities | 3 | ACE 7 | 3 |
| NRES 201 Dendrology | 3 | STAT 218 Introduction to Statistics | 3 |
| | | HORT 214 Herbaceous Plants | 3 |
| Total credit hours | 14 | Total credit hours | 15 |

Junior Year

| Term 5 | cr | Term 6 | cr |
|--|-----------|--|-----------|
| NRES 301 Environmental Communication Skills | 3 | PLPT 369/L Introduction to Plant Pathology & Lab | 4 |
| MSYM 109 Physical Principles in Ag & Life Sciences | 4 | ACE 9 Global Diversity | 3 |
| NRES 302 Tree Biology | 3 | NRES 321 Arboriculture | 4 |
| NRES 281 Introduction to Water Science | 3 | NRES 312 Introduction to GIS | 3 |
| NRES 289 People and the Land (ACE 5) | 3 | NRES 496 Independent Study | 1 |
| Total credit hours | 16 | Total credit hours | 15 |

Senior Year

| Term 7 | cr | Term 8 | cr |
|--|-----------|---|-----------|
| CRPL 300 The Community and the Future | 3 | NRES 424 Forest Ecology | 3 |
| NRES 310 Introduction to Forest Management | 3 | NRES 457 Greenspace and Urban Forestry (ACE 10) | 3 |
| CRPL 470 Environmental Planning and Policy | 3 | COMM 371 Communication in Negotiation | 3 |
| Free Electives | 6 | CRPL 400 Introduction to Planning | 3 |
| | | Free Elective | 4 |
| Total credit hours | 15 | Total credit hours | 16 |

4-Year Credit Hour Total = 120

Advising and Internships

Students will participate in internships offered through partnerships with the Nebraska Forest Service and local and national tree care companies, such as Davey Tree. Internships are typically paid and are offered at no cost to the students. Students will be advised by both a faculty member and the School of Natural Resources academic coordinator. The faculty member will work to mentor students on career and academic success, and the academic coordinator will assist students with scheduling coursework and completing their degree in a timely fashion.

Program Accreditation

Currently the Society of American Foresters (SAF) offers accreditation for Urban Forestry programs. The proposed degree in Regional and Community Forestry adheres to the SAF accreditation guidelines and the School of Natural Resources may seek accreditation after the proposed degree is in place.

III. Review Criteria

A. Centrality to Role and Mission

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

other related fields. Within CASNR the School of Natural Resources (SNR) offers five degree programs in natural resource sciences delivering new knowledge on environmental and natural resource management issues facing the state of Nebraska, the Great Plains region, the nation and the world.

Both CASNR and SNR have a long and distinguished history of preparing talented, highly-trained and motivated professionals who develop solutions, innovations, and discoveries changing the future of the world. A new degree program in Regional and Community Forestry would continue the tradition of preparing students for rewarding careers in the multi-disciplinary fields of urban forestry, arboriculture, and natural resource management in human dominated systems.

B. Relationship of the proposal to the Nebraska University Strategic Framework

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.

1. Increase proportion of the most talented Nebraska high school students who attend the University of Nebraska.
2. To attract talent to the state, increase the number of nonresident students who enroll at the university.
3. 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. Develop educational programs that prepare students for the flexibility required to respond to the uncertainty of future workforce demands.

C. Evidence of Need and Demand

The global population, including the United States and Nebraska, is becoming increasingly urbanized.^{1,2} Over 70% of Nebraskans now reside in urban and suburban settings³ and their immediate connection with nature is through trees and managed landscapes, often referred to as community or urban forests, in their communities. Urban Forestry and Arboriculture are growth industries nationwide that require a professional workforce trained in applied physical and social sciences. The employment projections from the Bureau of Labor Statistics show 163,100 jobs available in forestry and arboriculture professions by 2028, an increase over 2018 employment.⁴ Nebraska's long-term occupational projections show approximately 1,700 available forestry jobs and arboriculture professions by 2026, an increase over 2016.⁵ Urban forests include regional land forested specifically for the benefit of people and, in Nebraska, include shelterbelts and trees in rural and urban communities. Community forests are increasingly recognized as providing a wealth of ecosystem services that enhance environmental and human health, reduce energy consumption, increase carbon sequestration, and provide substantial economic benefits. These forests are enormously valuable components of community ("green")

¹ Global urbanization increases - <https://esa.un.org/unpd/wup/publications/files/wup2014-highlights.Pdf>

² 80.7% of the United States Population is in urban areas - <https://www.census.gov/geo/reference/ua/uafacts.html>

³ Estimates based on the 2010 U.S. Census - <https://www.census.gov/prod/cen2010/cph-2-29.pdf>

⁴ Bureau of Labor Statistics Employment Projections <https://www.bls.gov/emp/tables/occupational-separations-and-openings.htm>

⁵ NEWorks Occupational Projections <https://networks.nebraska.gov>

infrastructure, ameliorating harsh conditions and enhancing the quality of life in rural communities across the Great Plains and Intermountain West landscapes. For example, the U.S. Forest Service (USFS) calculated the replacement value of Nebraska's community forests alone at \$9.8 billion.⁶ Nebraska community trees provide nearly \$120 million in benefits annually by removing pollution, capturing and storing carbon, and reducing energy costs for residential buildings.⁵

Current and projected changes in climate (higher temperatures, greater frequency of erratic weather, severe weather, and wildland-urban interface fire events) across the Great Plains and Intermountain West have already stressed urban and community forest resources, and these stressors will continue to increase in frequency and intensity going forward.⁷ The addition of current major disease epidemics (e.g. pine wilt nematode), native insect infestations (e.g. mountain pine beetle), and exotic invasive species (e.g. emerald ash borer, Asian long-horned beetle) have already created a demand for professionals with training in urban forestry and arboriculture. Demand for professionals trained in the complexities of forest and tree management in human dominated landscapes is due to: 1) increased urbanization across the region, 2) recognition of the value of community trees and forests to ameliorate harsh urban and climatic conditions, 3) proven ecosystem services that urban forests provide and 4) increased stress these systems will experience through invasive pests and increased urbanization. There is a clear and pressing need for trained urban foresters and arboricultural professionals across the Great Plains region and throughout the nation.

Investing in the development of the proposed RCF academic degree program at UNL will foster long-term, sustained impacts on the quality and resilience of our community forests across Nebraska and the Great Plains region of the U.S. There may be no better way to positively affect regional and community forests over the long-term than to train a large cadre of urban foresters and tree care professionals residing and working in cities and towns across the region, positively influencing the quality of tree care over their careers. The degree program is expected to draw students from urban areas into CASNR, as well as more non-Nebraska students to UNL. The tables below show the results of current CASNR student interest in the proposed program.

A report from UNL Academic Services and Enrollment Management shows over 500 Nebraska high school students with the potential to enroll in courses in fall 2019 expressing an interest in forestry related degrees. The details can be seen in Table C-1.

⁶ Assessing Urban Forest Effects and Values of the Great Plains: Kansas, Nebraska, North Dakota, South Dakota - https://www.nrs.fs.fed.us/pubs/rb/rb_nrs71.pdf

⁷ Our Changing Climate report - <http://nca2014.globalchange.gov/highlights/report-findings/extreme-weather>

Table C-1. Survey results of Nebraska high school students with the potential to enroll in fall 2019. Includes interest areas in forestry and other natural resource related interests.

| Interest Area | Fall 2019 |
|------------------------------------|------------------|
| Environmental Restoration Science | 283 |
| Environmental Studies | 2031 |
| Fisheries and Wildlife | 2151 |
| Grassland Ecology and Management | 16 |
| Horticulture | 85 |
| Landscape Architecture | 164 |
| Plant Biology | 341 |
| Pre-Forestry | 540 |
| Turfgrass and Landscape Management | 19 |
| Water Science | 27 |
| Total | 5657 |

Stakeholders in urban and community forestry, arboriculture, and natural resource management (with representation from Nebraska’s nine Economic Districts) were surveyed to gauge the need and interest in a new degree program serving urban forest and arboriculture industry. Respondents represented private industry, non-profits, local, state, and federal agencies, and higher education. The results are presented in Tables C-2 and C-3.

Table C-2. Survey results of stakeholders in urban forestry, arboriculture, and natural resources management (n = 214).

| Response | Need for Degree | Support Degree Creation at UNL |
|-----------------|------------------------|---------------------------------------|
| Yes | 186 (87%) | 183 (86%) |
| Maybe | 25 (12%) | 29 (14%) |
| No | 3 (1%) | 1 (< 0.5%) |

Table C-3. Survey results of stakeholders in urban forestry, arboriculture, and natural resources management on the number of current or future capacity to hire graduates with a degree in Regional and Community Forestry. (n = 209)

| Number of employees | Number of Employers Reporting: Current or future (next 4-years) employee capacity |
|----------------------------|--|
| 1-5 | 143 (68%) |
| 6-10 | 14 (7%) |
| 11-20 | 9 (4%) |
| 21-50 | 4 (2%) |
| 50+ | 10 (5%) |
| None | 29 (14%) |

Current UNL undergraduate students attending classes in CASNR were surveyed to gauge potential student interest for a degree in Regional and Community Forestry and careers they would be prepared for upon degree completion. Seventy-two percent (72%) of respondents indicated a level of interest to obtain a degree in Regional and Community Forestry (Table C-4). Only 20% of students indicated no interest in careers related to Regional and Community Forestry (Table C-5). Survey results are presented in Tables C-4 and C-5.

Table C-4. Student survey response to the question: Would you be (or have you been) interested in a obtaining a degree forestry, community forestry, or arboriculture? (n = 146)

| Response | Number respondents |
|--------------------------------------|---------------------------|
| Yes | 41 (28%) |
| Maybe (with more information) | 64 (44%) |
| No | 41 (28%) |

Table C-5. Student survey response to the question: Which Regional and Community Forestry careers would you be interested? Respondents could select multiple options. (n = 146)

| Career | Responses |
|---|------------------|
| Arborist / tree care professional - tree climbing, pruning, and maintenance | 49 (34%) |
| Community/Municipal/Urban forester - managing trees and natural areas for towns, cities, counties, and states | 31 (21%) |
| Natural resource coordinator - working with communities to asses and manage natural resources including trees | 54 (37%) |
| Community forestry coordinator - working with communities and volunteers at local, state, federal level to improve their trees and forests | 28 (19%) |
| Conservation/Environmental technician - working with companies, communities, or conservation districts on issues related to trees and forests (protecting watersheds, air quality, reduction in energy consumption, etc.) | 64 (44%) |
| Consultant - assessment of trees and environmental conditions for corporate or private entities | 40 (27%) |
| Research scientist - working with U.S. Forest Service, industry, or Universities on tree and forestry related research | 55 (38%) |
| No interest in careers relating to trees, forests, or forest ecosystems | 29 (20%) |

D. Adequacy of Resources

Faculty/Staff. Current faculty and staff will fulfill the teaching, advising, and recruitment needs of the proposed RCF degree program. Dr. Dave Wedin and Dr. Eric North are currently teaching forestry courses in the School of Natural Resources. The current SNR academic coordinator and recruiter with assist in recruitment and advising of students.

Physical Facilities. Students enrolled in the degree will take newly-developed and existing courses in the current facilities. No new facilities are needed.

Instructional Equipment and Informational Resources. New equipment will be purchased using funds allocated from the U.S. Forest Service and Nebraska Forest Service grant. There is minimal need for recurring or additional instructional equipment. Recurring equipment costs include replacement of field gear and additional plant materials used during field instruction.

Budget Projections. Funding for the new program, including general operating expenses and equipment needs is \$35,000 over five years. No new faculty are required to establish the degree program. Revenue projections are based on conservative student enrollment in the new program: 2020-21 (5), 2021-22 (5), 2022-23 (10), 2023-24 (10), and 2024-25 (10).

E. Avoidance of Unnecessary Duplication

The proposed program will represent the only Bachelor of Science in Regional and Community Forestry (RCF) in Nebraska or the any of the Great Plains states. With the combined resources and expertise of the University of Nebraska, Nebraska Forest Service, and National Agroforestry Center, there is great potential for Nebraska to serve as a major center of excellence for regional and community forestry academic programming. UNL's existing horticulture, agronomy, landscape architecture, community and regional planning, and outreach expertise and capacity will contribute to a successful regional and community forestry program.

The proposed RCF undergraduate major also will complement and capitalize on the substantial Community Forestry and Sustainable Landscapes technical support and outreach programs implemented by the Nebraska Forest Service (NFS) and the Nebraska Statewide Arboretum, its nonprofit partner. The NFS focuses the work of 14.5 FTEs solely on implementing its Community Forestry and Sustainable Landscapes program. This represents nearly 30% of the agency's total FTEs, an unparalleled commitment to community forestry in state forestry agencies nationwide. The NFS is a leader in community forestry innovation. As part of IANR, with courtesy faculty appointments in SNR, the NSF is strongly committed to regional and community forestry initiatives.

An RCF program at UNL would be designed to attract and educate students from communities throughout Nebraska, and 17 states comprising the Great Plains and the Intermountain West. Several national analyses of existing Community Forestry academic programs have resulted in similar, somewhat startling findings - there are no Community Forestry undergraduate degree programs being offered in the Great Plains (other than in Texas) and Intermountain West states. Seventeen universities offer a range of arboriculture and community forestry academic programs around the country.

University of Wisconsin-Stevens Point is considered one of the more successful community forestry programs in the country, with approximately 65 undergraduate majors. Other leading undergraduate programs are largely located in the eastern U.S.: Virginia Tech, University of Maryland, University of Massachusetts, University of Minnesota, and Penn State University, all with dramatically different conditions than exist in the more arid Great Plains and Intermountain west. Iowa State and the University of Missouri offer some community forestry courses; however, neither offers a degree in arboriculture or community forestry.

In addition to providing traditional arboriculture and community forestry academic coursework and training, the UNL RCF academic program also will train future professionals to understand and manage the connection between rural and urban areas, where shelterbelts and forests help to enhance environmental quality along rivers, roads, etc., and can provide benefits to communities of various densities. The presence of the National Agroforestry Center in Lincoln is a substantial resource capable and willing to provide technical expertise and support to develop and implement the new RCF degree program.

F. Consistence with the Comprehensive Statewide Plan for Postsecondary Education⁸

The RCF degree addresses the following statewide education goals:

“Nebraska colleges and universities will provide their graduates with the skills and knowledge needed to succeed as capable employees and responsible citizens.”

“Higher education in Nebraska will be responsive to the workforce development and ongoing training needs of employers and industries to sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the State.”

“Higher education will serve the State by preparing individuals for productive, fulfilling lives and by developing and nurturing the citizens and future leaders of Nebraska.”

“Postsecondary education institutions will assess evolving needs and priorities in a timely manner and will be prepared to change and adopt new methods and technologies to address the evolving needs and priorities of the students and people of Nebraska.”

“Nebraska’s postsecondary institutions will be student-centered and will offer life-long learning opportunities that are responsive to student’s needs.”

“Postsecondary education institutions will provide appropriate support services to help all students reach their educational goals, regardless of where or how the instruction is delivered.”

The proposed degree would help reduce Nebraska and nationwide workforce shortages by educating and training a new generation of students to address invasive pests and the development pressures currently affecting urban forests and natural resources.

Appendices Included

- Appendix A: Detailed Regional and Community Forestry degree requirements
- Appendix B: Student Learning Outcomes & Assessment Course
- Appendix C: Letters of Support
 - UNL College of Architecture
 - Arbor Day Foundation
 - The Davey Tree Expert Company
 - The International Society of Arboriculture
 - The Nebraska Forest Service

⁸ Nebraska’s Coordinating Commission for Postsecondary Education
<https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/CompPlan.pdf>

Appendix A: Detailed Regional and Community Forestry degree requirements

Core Course with CASNR Requirements:

| Course # | Title | Prerequisites | Credits | ACE |
|---|--|-----------------------------------|----------|------|
| College integrative course - 4 credits | | | 4 | |
| SCIL 101 | Science and Decision-Making in a Complex World | N/A | 3 | |
| NRES 101 | Natural Resources Orientation | N/A | 1 | |
| Mathematics - 2 credits | | | 2 | |
| MATH 102 | Trigonometry | MATH 101 or placement | 2 | |
| MATH 103 | College Algebra and Trigonometry | placement | 5 | |
| MATH 104 | Applied Calculus | MATH 101 or placement | 3 | 3 |
| MATH 106 | Calculus I | MATH 102 or MATH 103 or placement | 5 | 3 |
| Statistics - 3 credits | | | 3 | |
| STAT 218 | Introduction to Statistics | | 3 | 3 |
| Economics - 3 credits | | | 3 | |
| AECN 141 | Introduction to the Economics of Agriculture | | 3 | 6 |
| ECON 200 | Economic Essentials and Issues | | 3 | 6, 8 |
| ECON 211 | Principles of Macroeconomics | | 3 | 6, 8 |
| ECON 212 | Principles of Microeconomics | | 3 | 6, 8 |
| Written Communications - 3 credits | | | 3 | |
| ENGL 150 | Writing and Inquiry | | 3 | 1 |
| ENGL 151 | Writing and Argument | | 3 | 1 |
| ENGL 254 | Writing and Communities | | 3 | 1 |
| JGEN 120 | Basic Business Communication | | 3 | 1 |
| JGEN 200 | Technical Communication I | | 3 | 1 |
| JGEN 300 | Technical Communication II | | 3 | 1 |
| Oral Communications - 3 credits | | | 3 | |
| ALEC 102 | Interpersonal Skills for Leadership | | 3 | 2 |
| COMM 101 | Communication in the 21st Century | | 3 | 2 |
| COMM 209 | Public Speaking | | 3 | 2 |
| COMM 210 | Communicating in Small Groups | | 3 | 2 |
| COMM 215 | Visual Communication | | 3 | 2 |
| COMM 283 | Interpersonal Communication | | 3 | 2 |
| COMM 286 | Business and Professional Communication | | 3 | 2 |

| Course # | Title | Prerequisites | Credits | ACE |
|---|--|-----------------------------------|-----------|-----|
| MRKT 257 | Sales Communication | | 3 | 2 |
| NRES 260/301 | Environmental Communication Skills | | 3 | 2 |
| Biological - 8 credits | | | 8 | |
| LIFE 120/120L | Fundamentals of Biology I with Lab | | 4 | 4 |
| LIFE 121/121L | Fundamentals of Biology II with Lab | LIFE 120/120L | 4 | 4 |
| Chemistry - 4 credits | | | 4 | |
| CHEM 105 | Chemistry in Context I | MATH 101 or above | 4 | 4 |
| CHEM 109 | General Chemistry I | MATH 103 /104/ 106 | 4 | 4 |
| Physics - 4 credits | | | 4 | |
| MSYM 109 | Physical Principles in Agriculture & Life Sciences | MATH 101 or MATH 103 or placement | 4 | 4 |
| PHYS 141 | Elementary General Physics I | MATH 102 | 5 | 4 |
| PHYS 151 | Elements of Physics | MATH 102 | 4 | 4 |
| Geographic Information Systems - 3 credits | | | 3 | |
| GEOG 217 | Mapping Science in the 21st Century | | 3 | |
| NRES 312 | Introduction to GIS | | 3 | |
| ANTH 387 | GIS in Archaeology | | 3 | |
| NRES 412 | Introduction to Geographic Information Systems | | 4 | |
| Ecology - 7 credits | | | 7 | |
| BIOS 207 | Ecology and Evolution | LIFE 120/121 | 4 | |
| NRES 220 & NRES 222 | Principles of Ecology & Ecology Lab | MATH 101 or MATH 103 | 4 | |
| NRES 424 | Forest Ecology | NRES 220 | 3 | |
| LARC 487 | Introduction to Landscape Ecology | SOIL 153 and NRES 220 | 3 | |
| Soil and Water Science - 7 credits | | | 7 | |
| SOIL 153 | Soil Resources | | 4 | |
| NRES 281 | Introduction to Water Science | | 3 | |
| Policy - 3 credits | | | 3 | |
| NRES 315 | Human Dimensions of Fish and Wildlife Management | | 3 | |
| NRES 323 | Natural Resources Policy | | 3 | 6 |
| AECN 357 | Natural Resource and Environmental Law | | 3 | |
| NRES 409 | Human Dimensions of Natural Resources Management | Junior standing | 3 | |
| Arboriculture and Forestry - 10 credits | | | 10 | |
| NRES 302 | Tree Biology | BIOS 101 or LIFE 120 | 3 | |

| Course # | Title | Prerequisites | Credits | ACE |
|--|--|---------------------------------|----------------|------------|
| NRES 310 | Introduction to Forest Management | | 3 | |
| NRES 321 | Arboriculture | | 4 | |
| Pests and Pathogens - 8 credits | | | 8 | |
| ENTO 115L | Insect biology | | 3 | 4 |
| ENTO 116 | Insect biology lab | | 1 | |
| PLPT 369 | Intro Plant Path | BIOS 101 and 101L or 109 | 3 | |
| PLPT 369L | Intro Plant Path Lab | BIOS 101 and 101L or 109 | 1 | |
| Plant Identification - 6 credits | | | 6 | |
| NRES 201 | Dendrology | | 3 | |
| HORT 213 | Landscape Plants II | NRES 201 | 3 | |
| HORT 214 | Herbaceous Landscape Plants | | 3 | |
| Career Experience - 1 credit | | | 1 | |
| NRES 497 | Career Experiences in Natural Resource Sciences | | 1-6 | |
| Achievement-Centered Education Courses - 3-12 credits | | | 12 | |
| ACE outcomes 5,7,8,9 | | | 3 | |
| Capstone Course - 3 credits | | | 3 | |
| NRES 457 | Greenspace and Urban Forestry Management | | 3 | 10 |
| Maximum Total Core Credits | | | 95 | |
| Minimum Total Core Credits | | | 85 | |
| Urban Forestry Management Option | | | 18 | |
| Arboriculture Option | | | 18 | |
| Maximum Total Degree Credits | | | 113 | |
| Minimum Total Degree Credits | | | 103 | |
| Free Electives - credits | | | 6 | |
| Free Electives - credits | | | 17 | |

Option Course Requirement Details:

| Course # | Title | Prerequisites | Credits | ACE |
|---|---|---------------|-----------|------|
| Urban Forestry Management Option | | | 18 | |
| Urban Studies - 9 credits | | | 6 | |
| GEOG 140 | Introduction to Human Geography | | 3 | 9 |
| NRES 289 | People and the Land: Human Environmental Interactions on the Great Plains | | 3 | 5, 6 |
| CRPL 300 | The Community and the Future | | 3 | 9 |
| CRPL 400 | Introduction to Planning | | 3 | 8 |
| CRPL 460 | Planning and Design in the Built Environment | | 3 | |
| CRPL 489 | Urbanization of Rural Landscapes | | 3 | |
| Communications - 6 credits | | | 6 | |
| COMM 371 | Communication in Negotiation and Conflict Resolution | | 3 | |
| NRES 301 | Environmental Communication Skills | | 3 | 2 |
| MNGT 300 | Management Essentials for Contemporary Organizations | | 3 | |
| CRPL 420 | Grant Writing and Fund-raising | | 3 | |
| NRES 434 | Environmental Education & Interpretation | | 3 | |
| Policy - 3 credits | | | 3 | |
| AECN 357 | Natural Resource and Environmental Law | | 3 | |
| CRPL 470 | Environmental Planning and Policy | | 3 | |
| CRPL 471 | Environmental Impact Assessment | | 3 | |
| CRPL 472 | Hazard Mitigation Planning | | 3 | |

| Arboriculture Option | | | 18 |
|----------------------------------|---|--|-----------|
| Water Science - 3 credits | | | 3 |
| WATS 452 | Irrigation Systems Management | SOIL 153 and MSYM 109 or equivalent | 3 |
| NRES 453 | Hydrology | MATH 106 | 3 |
| NRES 468 | Wetlands | BIOS 220, CHEM 109 & 110 | 4 |
| Soil Science - 3 credits | | | 3 |
| MSYM 354 | Soil Conservation and Watershed Management | SOIL 153 and MSYM 109 | 3 |
| HORT 453 | Urban Soil Properties and Management | SOIL 153 | 3 |
| Horticulture - 6 credits | | | 7 |
| HORT 100 | Plants, Landscapes, & the Environment | | 3 |
| HORT 278 | Botany | BIOS 101/101L or LIFE 120/120L | 3 |
| HORT 478 | Plant Anatomy | 8hr of Biological Science | 4 |
| Plant Science - 3 credits | | | 3 |
| HORT 221 | Plant Propagation | BIOS 109 or permission | 3 |
| HORT 228 | Introduction to Landscape Management | AGRO 131 or BIOS 109 | 3 |
| Business - 3 credits | | | 3 |
| ACCT 201 | Introductory Accounting I | | 3 |
| ACCT 202 | Introductory Accounting II | ACCT 201 | 3 |
| BLAW 371 | Legal Environment | | 3 |
| MNGT 300 | Management Essentials for Contemporary Organizations | | 3 |

Appendix B: Student Learning Outcomes & Assessment Course

| Learning Outcome | Specific Course Addressing Outcome |
|---|---|
| 1. Demonstrate an understanding of tree genera and species in regard to their natural habitats, range, and culturally uses | Dendrology / Introduction to Forestry |
| 2. Apply the principles of woody plant identification to correctly identify trees, shrubs, and vines in urban and natural landscapes | Dendrology |
| 3. Demonstrate an understanding of the concepts and science involved in the study and practice of arboriculture, urban natural resources, and urban forestry necessary for employment | Arboriculture |
| 4. Communicate abstract and technical concepts regarding trees, arboriculture, and urban forestry to laypersons in a clear and concise manner | Green Space Management and Urban Forestry |
| 5. Analyze urban forest management plans using scientifically derived information. | Green Space Management and Urban Forestry |
| 6. Prepare detailed tree management plans through prioritization of site and species selection criteria and to meet diverse community objectives | Green Space Management and Urban Forestry |
| 7. Evaluate the quality and reliability of available information regarding urban environments | Green Space Management and Urban Forestry |

Admissions and Selection Criterion: Requirements for admission into the degree program and College of Agricultural Sciences and Natural Resources are consistent with general University admission requirements (one unit equals one high school year): 4 units of English, 4 units of mathematics, 3 units of natural sciences, 3 units of social studies, and 2 units of foreign language. Students must also meet performance requirements [ACT composite of 20 or higher OR combined SAT score of 950 or higher OR rank in the top one-half of graduating class; transfer students must have a 2.0 (on a 4.0 scale) cumulative grade point average and 2.0 on the most recent term of attendance].

Appendix C: Letters of Support

- UNL College of Architecture
- Arbor Day Foundation
- The Davey Tree Expert Company
- The International Society of Arboriculture
- The Nebraska Forest Service

August 2, 2019

MEMO TO: Office of Academic Affairs
UNL Academic Planning Committee

FROM: Katherine S. Ankerson, Dean

RE: Regional and Community Forestry Degree

As Dean of the College of Architecture, I am pleased to endorse the proposal for a new bachelor of science in Regional and Community Forestry. The degree would be a good additional program at UNL. Aside from its relevance in addressing environmental issues, this degree connects with our Community and Regional Planning program with courses at the undergraduate level. Additionally, it is a complimentary program to our Bachelor of Landscape Architecture program and we can foresee potential collaborative opportunities. We also see that students graduating with this degree could be very interested in pursuing the Master of Community and Regional Planning.



Katherine S. Ankerson, AIA, FIDEC, IIDA, NCARB
Dean, College of Architecture
University of Nebraska-Lincoln

<http://architecture.unl.edu>
kankerson1@unl.edu
402.472.9216



211 N. 12th St. • Lincoln, NE 68508 • arborday.org

We inspire people to plant, nurture, and celebrate trees.

July 11, 2017

Eric North
720 Hardin Hall
University of Nebraska-Lincoln
P.O. Box 830974
Lincoln, NE 68583

Dear Dr. North,

I am writing in support of your efforts to establish a new degree program in Regional & Community Forestry at the University of Nebraska-Lincoln (UNL). As we understand it, the program will be a partnership between the School of Natural Resources and the Department of Agronomy and Horticulture, and will offer two options: Urban Forestry Management and Arboriculture. We heartily endorse this degree program for the University of Nebraska!

At the Arbor Day Foundation, we have long promoted best practices for the planting and care of trees in cities and towns. Our Tree City USA program is a benchmark for community forestry in the U.S., with almost 3,500 communities enrolled last year. Like your proposed degree program, we count the Nebraska Forest Service and the USDA-Forest Service-Urban & Community Forestry Program as key partners. And with them, we regard professional management of urban trees and forests essential to building a sustainable urban forest. Your new program to train the next generation of arborists and urban foresters is exactly what we need, both in Nebraska and across the U.S.

We see several ways that this degree program could align with Arbor Day Foundation initiatives. First, we have internship opportunities in our Lincoln office, as well as project opportunities at our Lied Lodge & Conference Center in Nebraska City, NE. More broadly, we can connect your graduates with the broad network of communities and urban forestry practitioners around the country, through our Tree City USA and Alliance for Community Trees networks. Finally, a renewed partnership with the University of Nebraska can strengthen our ability to compete for grants and outside funding opportunities on urban forestry initiatives.

Please let me know any other ways that we can support your new degree program, which will support our efforts at the Arbor Day Foundation to create more livable communities across the U.S.

Sincerely,

Dan Lambe, President

THE DAVEY TREE EXPERT COMPANY

CORPORATE OFFICE, 1500 N. MANTUA ST., P.O. BOX 5193, KENT, OHIO 44240-5193
TEL. 330-673-9511



July 31, 2017

Dr. Eric North
720 Hardin Hall
University of Nebraska-Lincoln
P.O. Box 830974
Lincoln, NE 68583

Dear Dr. North,

I am writing this letter in support of the establishment of a new degree program in Regional and Community Forestry at the University of Nebraska-Lincoln. Founded in 1880, the Davey Tree Expert Company employs over 8,000 personnel and operates in nearly all states and Canadian provinces. We serve clients in the residential, commercial, utility, and governmental market spaces, and pride ourselves on technical integrity and exceptional service.

The Davey Institute provides companywide leadership to assure our staff takes a science-based approach to arboriculture and that they are highly skilled and technically competent. To accomplish this significant undertaking, we rely on experts in academia to complement our research, extension and training activity, and to provide the next generation of arborists, managers, and business leaders in our organization and industry at large.

Recent census data indicates approximately 80% of people in the United States live in urban areas. The Davey Company has a long history of partnership with entities such as the USDA Forest Service to develop tools like i-Tree which help urban foresters quantify the ecosystem services of their canopies. We have a keen understanding that trees in urban areas help reduce stress levels in people, increase property values, reduce pollution, improve water quality, and provide numerous other benefits that make our cities more livable and vibrant. Based on our discussion, I am confident your new program will develop capable and well-rounded students to help serve the millions of people who benefit from trees.

Personally, I have always thought you have a tremendous skill at explaining technical subjects in appealing and easily understandable language. Your students will be the beneficiaries! Please let me know if there is anything else you need. I would be happy to discuss this with you or others as needed.

Regards,

Jim Zwack

General Manager
The Davey Institute



International Society of Arboriculture

2101 West Park Court • Champaign, IL • 61821-3129 • USA

p. 217-355-9411 • t. 888-472-8733 • f. 217-239-5721 • www.isa-arbor.com

September 15, 2017

Eric North, Ph.D.
Assistant Professor of Practices
Regional and Community Forestry
School of Natural Resources, University of Nebraska-Lincoln
720 Hardin Hall
3310 Holdrege St.
Lincoln, NE 68583-0974

Dear Dr. North,

As the executive director of the International Society of Arboriculture, I am writing to express my support for the new degree program being developed at the University of Nebraska-Lincoln. This program, referred to as the Regional and Community Forestry degree – with options in 1) Urban Forestry Management, and 2) Arboriculture represents a potential avenue to replenish the industry with the next generation of educated individuals passionate about the benefits of trees and their care.

The mission statement of ISA is *“Through research, technology, and education, the International Society of Arboriculture promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees.”* It is with enthusiasm that we support degree programs such as this, as they inherently align with our own mission. This degree program, and others like it, represent possible partnerships with our organization for internship opportunities for students enrolled in this program. As the program develops, I envision additional opportunities for partnerships will continue to reveal themselves.

Again, I would like to express ISA’s support for the Regional and Community Forestry degree program being developed at the University of Nebraska-Lincoln. We look forward to finding ways to partner with the program leaders, as it comes to fruition.

Sincerely,



Caitlyn Pollihan, CAE
Executive Director

International Society of Arboriculture

July 14, 2017

Dr. Eric North

Hardin Hall, UNL East Campus

Dear Dr. North,

I wish to express my and the Nebraska Forest Service's strong support for the proposed Regional and Community Forestry undergraduate major at the University of Nebraska-Lincoln. This new major will address a significant gap that exists nationally to educate professional natural resource managers who are fully trained in the complexities of managing trees and forests within cities and towns.

While urbanization continues to inexorably expand nationally, (with more than 80% of the US (and NE) population now living in urban areas), and while invasive pests and climate change increasingly threaten the health of community trees and forests, there are surprising few comprehensive programs designed to prepare professionals to manage urban tree and forest resources. Healthy regional and community forests require intense management by professionals who are well versed in a diverse array of knowledge and skills, including technical arboriculture skills, community and regional planning, foundational forestry-related knowledge, extensive knowledge of municipal governance, among many others. Yet there are only a few 4-year undergraduate programs in regional and community forestry in the US, with none west of the Mississippi River. Structuring this program to have two tracks: 1) Arboriculture and 2) Urban Forestry Management, will provide graduates with comprehensive, rigorous yet practical and highly marketable credentials that will allow them to quickly find quality employment, and will prepare them for rapid advancement.

The wisdom of the decision to establish this new major has been repeatedly confirmed by several contributions by the US Forest Service, amounting to more than \$430,000 to date, as well as strong expressions of support by several national arboriculture companies. To support this effort, the Nebraska Forest Service will:

- fund at least two paid community forestry internships annually, along with a number of project-related student summer jobs,
- facilitate connections between you and the US Forest Service to ensure continued financial support,
- provide the intellectual resources of our 15 FTE Community Forestry and Sustainable Landscapes Program, widely recognized as one of the leading such programs in state forestry agencies in the US,

- provide faculty, staff and students in the major with opportunities to partner with the NFS on major grant proposals and projects, and
- provide access to 3 nearby forested properties for demonstration, research and experiential education.

Establishment of this major is one of most important and sustainable contributions that can be made to ensure that communities will maintain healthy community forests over the long term. Graduates of this program will have a range of employment options, having substantial impacts over many decades as they manage and sustain their community's forests in NE and nationwide. Given the scarcity of similar programs, the Nebraska Forest Service's substantial resources and expertise in community forestry, and the Lincoln locations of the Arbor Day Foundation and the National Agroforestry Center national offices (both potentially powerful partners), this major will be well positioned to become a national leader and center for regional and community forestry education, outreach and research. Given this importance, this program has had and will continue to have a strong commitment on the part of the Nebraska Forest Service to ensure it is a resounding success.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Josiah", with a long horizontal flourish extending to the right.

Dr. Scott Josiah
State Forester and Director
Nebraska Forest Service

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNL BS in Regional and Community Forestry**

| | (FY2021) Year 1 | | (FY2022) Year 2 | | (FY2023) Year 3 | | (FY2024) Year 4 | | (FY2025) Year 5 | | Total |
|-------------------------------------|--------------------|---------|--------------------|---------|--------------------|---------|--------------------|---------|--------------------|---------|-----------------|
| | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | Cost |
| Personnel | | | | | | | | | | | |
| Faculty | | | | | | | | | | | |
| Professional | | | | | | | | | | | |
| Graduate Assistants | | | | | | | | | | | |
| Support Staff | | | | | | | | | | | |
| Benefits | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | \$0 |
| Operating | | | | | | | | | | | |
| Operating and Supplies ¹ | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | \$25,000 |
| Equipment | | | | | | | | | | | |
| Library/Information Resources | | | | | | | | | | | |
| Subtotal | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | \$25,000 |
| Total Expenses | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | | \$5,000 | \$25,000 |

¹ Support for recruiting materials, web page development, recruiter travel, and development of advising materials. We anticipate these costs to be consistent through the first five years of the program.

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNL BS in Regional and Community Forestry**

| | (FY2021) Year 1 | (FY2022) Year 2 | (FY2023) Year 3 | (FY2024) Year 4 | (FY2025) Year 5 | Total |
|---|--------------------------------|--------------------|--------------------|--------------------|--------------------|-----------|
| | Reallocation of Existing Funds | | | | | |
| Required New Public Funds | | | | | | |
| 1. State Funds | | | | | | |
| 2. Local Tax Funds (community colleges) | | | | | | |
| Tuition and Fees ¹ | \$37,800 | \$37,800 | \$75,600 | \$75,600 | \$75,600 | \$302,400 |
| Other Funding | | | | | | |
| Total Revenue | \$37,800 | \$37,800 | \$75,600 | \$75,600 | \$75,600 | \$302,400 |

¹ Tuition calculations based on 2019-20 tuition estimates (\$252/credit hour for resident students) assuming 30 credit hours per student per academic year. Projected student enrollment: 2020-21 (5-students), 2021-22 (5-students), 2022-23 (10-students), 2023-24 (10-students), and 2024-25 (10-students). Projected revenue is using resident rates only even though the program plans to attract non-resident students as well.

TO: The Board of Regents Addendum IX-A-3
Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Establish the Master of Science (MS) and Doctor of Philosophy (PhD) degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources (CASNR) at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL

PREVIOUS ACTION: The UNL Department of Plant Pathology was established prior to modern records of Board approvals.

EXPLANATION: Plant Pathology is the science of plant disease. It encompasses the study of the organisms that cause disease in plants; the study of the interactions between these causal agents, the plant, and the environment during the disease process; and the development of strategies and tactics for managing or controlling plant disease.

The purpose of these proposed graduate majors are to formalize in name a program for training Master of Science (MS) and Doctor of Philosophy (PhD) students in plant pathology at UNL. This program has existed for over 100 years. Training of plant pathology graduate students at UNL currently is administered through two academic programs: Biological Sciences in the School of Biological Sciences, College of Arts and Sciences; and Agronomy and Horticulture in the Department of Agronomy and Horticulture, College of Agricultural Sciences and Natural Resources. The purpose for the new major is to consolidate plant pathology graduate training within its formal administrative unit, the Department of Plant Pathology.

There are no new costs associated with this proposal.

This proposal has been reviewed by the Council of Academic Officers and approved by the Executive Graduate Council; it also has been reviewed by the Academic Affairs Committee.

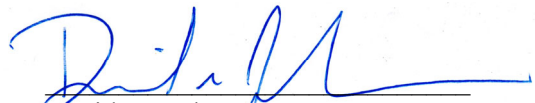
PROGRAM COST: \$0

SOURCE OF FUNDS: Not applicable. No new funding is being requested.

SPONSORS: Richard E. Moberly
Interim Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED:



David S. Jackson
Interim Executive Vice President and Provost

DATE:

November 8, 2019

University of Nebraska-Lincoln
New Graduate Major or Degree

I. Descriptive Information

| |
|--|
| Name of Institution Proposing New Major or Degree: |
| University of Nebraska-Lincoln |
| Name of Proposed Major or Degree: |
| Plant Pathology |
| Degree to be Awarded to Graduates of the Major: |
| Master of Science (M.S.); Doctor of Philosophy (Ph.D.) |
| Other Majors or Degrees Offered in this Field by Institution: |
| None |
| CIP Code: |
| 26.0305 Plant Pathology/Phytopathology |
| Administrative Units for the Major or Degree: |
| College of Agricultural Sciences and Natural Resources |
| Proposed Delivery Site: |
| University of Nebraska-Lincoln |
| Program will be Offered: |
| <input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance) |
| Date Approved by the Governing Board: |
| |
| Proposed Date the New Major or Degree will be Initiated: |
| Upon approval |

II. Details

A. Purpose of the Proposed Major or Degree:

The purpose of this proposed graduate major is to formalize in name a program for training Master of Science (M.S.) and Doctor of Philosophy (Ph.D.) students in plant pathology at UNL. This program has existed "unofficially" for over 100 years. Training of plant pathology graduate students at UNL currently is administered through two academic programs, Biological Sciences in the School of Biological Sciences, College of Arts and Sciences; and Agronomy and Horticulture in the Department of Agronomy and Horticulture, College of Agricultural Sciences and Natural Resources. The purpose for the new major is to consolidate plant pathology graduate training within its formal administrative unit, the Department of Plant Pathology.

Plant pathology is the science of plant disease. It encompasses the study of the organisms that cause disease in plants; the study of the interactions between these causal agents, the plant, and the environment during the disease process; and the development of strategies and tactics for managing or controlling plant disease. Plant pathology interfaces with many scientific disciplines including mycology, bacteriology, nematology, virology, agronomy, microbiology, botany, biochemistry, genetics, molecular biology, plant breeding, statistics, and computational biology. Thus, the training of plant pathologists includes research and coursework experience in plant pathology and the many disciplines with which it interfaces.

The Department of Plant Pathology strives to serve the University, the State of Nebraska, and the global agricultural and scientific community by training effective and impactful future scientists and leaders who will address current and future critical needs in agriculture. The most important of these needs is increasing plant productivity to feed the world's growing population using economically and environmentally sustainable practices. Training of plant pathologists is essential because there is high demand in the world's plant protection industries and research institutions for their expertise, which through scientific innovation will contribute to increased food availability and security and improved quality of life.

History of the Plant Pathology Graduate Program:

Plant pathology training at UNL began in 1884 with the creation of the Department of Botany, which included plant pathologists. When founded in 1920, the Department of Plant Pathology was a member of the Experiment Station but not an instructional department in the College of Agriculture. Consequently, faculty members in Plant Pathology carried titles in the Department of Botany in the College of Arts and Sciences and all instruction in plant pathology was part of the Department of Botany course offerings. In 1973, the Department of Botany joined other units to form what is now known as the School of Biological Sciences (SBS) within the College of Arts and Sciences. The Department of Plant Pathology elected to keep its affiliation with SBS for its teaching component, while retaining funding and administration of the Department within the College of Agriculture in the Institute of Agriculture and Natural Resources (IANR).

This organizational mechanism by which the Department's graduate degrees were granted through SBS has continued to the present, the Plant Pathology "emphasis" in SBS being formalized as a Specialization in Plant Pathology in 2006. In the same year, the Plant Pathology Specialization in Agronomy and Horticulture (A&H) also was created. While the two Specializations are parallel -i.e., entry requirements are similar and a standard curriculum is required for students in both programs -creating Specializations in two graduate programs provided opportunities to attract students with more agricultural or crop production focus, as well as students from traditional biology backgrounds. Since 2006, increasing numbers of students have been admitted through both programs. Currently, close to 90% of the Department's graduate students are registered in A&H (**Figure 1**). In the past five years, our department has hired five new faculty, bringing the number of faculty actively involved in guiding and training graduate students to 20. At the same time, the number of graduate students that are advised by faculty in our department are at record highs, 28 as of September 2018. Therefore, the number of graduate students and faculty members in the Department of Plant Pathology have increased to levels that make it feasible for the Department to offer and administer its own degree program.

Importance of the New Proposed Program:

Consolidation of the two parallel Specializations into a single program and elevation of the program into a major will have two significant benefits. The first is that it will increase the national and international profile of the Plant Pathology graduate program, and consequently, will enhance recruitment of new students and placement of its graduates. Currently, the graduate program in the Department of Plant Pathology leads to M.S. degrees in Agronomy and Horticulture or Biological Sciences and the Ph.D. in Agronomy or Biological Sciences. Among the 30 other university departments in the U.S. with "Plant Pathology" in their name, all offer a M.S. and Ph.D. in 'Plant Pathology'. The absence of 'Plant Pathology' in our degree name is an impediment to more effective recruitment, and potentially places our graduates at a disadvantage when competing in the job market for plant pathology-related positions. Faculty in the Department report that the absence of a 'Plant Pathology' identity at UNL has led some prospective students to go to other U.S. universities where 'Plant Pathology' degrees are offered. Internationally, the title of a degree can hold even greater significance; in the past, international governmental agencies funding students to train specifically in the field of plant pathology were hesitant to allow their students to train at UNL because the degree did not specify 'Plant Pathology'. Thus, the creation of a Plant Pathology major will be a beneficial factor in more effective recruitment and placement of domestic and international students.

The redirection of our graduate students through a single program also will have a positive benefit on learning outcomes. Our department currently has 28 graduate students working across our faculty labs. The diversity within our department should be captured to help facilitate intercultural adaptability for our students as they end up around the world helping to protect our food supply. There is a tremendous opportunity for these students, faculty and staff to grow

further by increased engagement within the Department. Currently, however, several factors hinder student engagement within our Department. First, there exist extra course requirements for students in the Specialization within the A&H program specified by that department that are not placed on students entering in the Specialization through SBS. Students in the Specialization within A&H are required to enroll in both AGRO 991 Seminar Presentation & Evaluation (an A&H requirement) and PLPT 968 Seminar in Plant Pathology (a Plant Pathology requirement), which have overlapping content. These students also are required to complete an additional three credit hours in an Agronomy graduate course in crop production, soil science, or crop breeding. Another factor that has contributed to an atmosphere of dual identities among current students in Plant Pathology is the divergence of admission requirements between the A&H and SBS since the inception of the parallel Plant Pathology Specializations. Third, leadership and outreach are important experiences for students in our Department, and we have a strong contingent of students engaged in these activities through their student clubs. Since these students have dual membership in two departments, their efforts are often divided between the departments, and because they represent a minority of the students within their respective departments of admission (25 of ~150 students in A&H; 3 of 83 students in SBS), their interests within those departments are diminished.

Collectively, a new degree program in Plant Pathology would enhance our students' experience in several ways: 1) curricular requirements would be uniform for all of our student; 2) rigorous admission standards established by our Department will be applied uniformly to all applicants, thus ensuring that all in-coming students have the necessary background to succeed; and 3) our students will have a single home department and will no longer experience "dual membership." This will allow them to engage with each other and the Department with a greater sense of community.

B. Description of the Proposed Major or Degree:

The new graduate program in Plant Pathology will provide opportunities for students to earn Master of Science (M.S.) and Doctor of Philosophy (Ph.D.) degrees in Plant Pathology, which are distinct from all other programs at UNL (see Section III, Part E). While it is expected that graduation of most of the M.S. students in this major will be based on a thesis (Graduate Studies Option I), a non-thesis M.S. (Option II) also will be offered. In addition, a minor in Plant Pathology will be available to students in other graduate majors. The purpose of this degree program is to train students in all areas of plant pathology from basic to applied. Emphasis is placed on the development of solid research, teaching and/or extension expertise that provides graduates a competitive advantage for employment in private industry, academia, and government positions. Currently, the main subject areas related to plant health are pathogenic and beneficial interactions between plants and microbes, diagnostics and management strategies, basic and applied mycology, bacteriology, nematology, virology, and epidemiology. All these areas are supported by foundational knowledge in other science disciplines including agronomy,

microbiology, botany, biochemistry, genetics, molecular biology, plant breeding, statistics, and computational biology.

The goal of the program is to train our graduates in current knowledge of organisms and environmental conditions that cause disease in plants, the mechanisms of disease development, disease progression in time and space, the interactions between disease causal agents and plants, the effects of disease on plant growth, yield and quality, and the methods of diagnostics and disease management. Graduates will be able to generate new knowledge and make information- and research-based decisions that will enhance plant health and increase crop production and food security.

Learning Outcomes:

As with other graduate programs in Science-Technology-Engineering-and-Math (STEM) fields, the Plant Pathology Graduate Program provides opportunities for students to develop the attributes and skills of cutting-edge scientists. These include the ability to think critically, conduct research using the scientific method, interpret research results, and communicate research findings to the scientific community and the general public in written and verbal forms. Regardless of whether a student's interest leads to a regulatory, research or teaching/outreach career, the Plant Pathology Graduate Program trains and exposes its graduate students to diverse research methodologies and provides students with opportunities and experiences in teaching and outreach. These learning objectives are achieved by completion of the Research and Teaching Requirements outlined below.

Specialized training in Plant Pathology requires transferring and transforming skills and knowledge to research, outreach, and extension activities. Specific skills of plant pathologists include disease diagnosis, plant pathogen isolation and culturing, and identification of plant pathogenic organisms. Core plant pathology-specific knowledge areas include the biology and ecology of plant pathogenic organisms; plant disease epidemiology; evolution, phylogenetics, and systematics of plant pathogens; molecular, cellular and genetic interactions between plant pathogens and plants; and plant disease management strategies. To meet the plant pathology-specific learning objectives, a slate of graduate courses currently taught by faculty in the Department of Plant Pathology was identified as the Plant Pathology Graduate Curriculum for this program (see Course Requirements).

Admission Requirements:

Credentials of applicants are evaluated without consideration of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin or sexual orientation. In addition to the documents required by UNL's Office of Graduate Admissions, the Department of Plant Pathology also requires applicants to submit the following: 1) curriculum vita or resume; 2) letter of intent/background; 3) three letters of recommendation, and 4) general GRE score in the

50-100th percentile range (or waived, as described below). These documents are used for decisions on eligibility. A GPA of 3.0 or above is generally required, although strong letters of recommendation or a trend toward academic improvement later in the undergraduate or graduate program may warrant provisional admittance.

English Proficiency Requirements:

A fundamental knowledge of the English language is required for admission to the Plant Pathology Graduate Program. International students and/or applicants from non-English speaking countries must show evidence of adequate proficiency in the English language. Therefore, the following minimum scores are required for the admission of international students whose native language is not English: 79 on Internet TOEFL; 550 on Paper TOEFL; 6.5 on IELTS. Exemptions for the English proficiency requirement are granted for non-native speakers who have received a bachelor's or more advanced degree either from an accredited U.S. institution or from an institution outside the U.S. at which English is the official language of instruction.

Prerequisites:

The rigor of graduate studies in Plant Pathology requires fundamental knowledge of math and science. The following courses are required for full admission into the M.S. (Option I and II) and Ph.D. programs:

- calculus and/or statistics – one semester
- basic chemistry – two semesters
- advanced chemistry – one semester (i.e. analytical, bio-, inorganic, or organic chemistry)
- physics – one semester
- biological science – two semesters
- advanced biological science – one semester (i.e. botany, cell biology, ecology, evolution, plant physiology, systematics)
- genetics – one semester

These requirements can be met by any of the following:

- completing the above courses with a minimum C grade or equivalent
- completing equivalent courses
- passing qualifying exam assessing content knowledge of the above courses arranged by the Graduate Committee as needed
- providing the syllabus from a prior course which included the required subject matter

These prerequisites may be satisfied at either the undergraduate or graduate level. Otherwise, qualified applicants with prerequisite course deficiencies will receive (1) provisional admission or (2) a waiver of prerequisite course requirements based upon recommendation of the advisor, as explained below. The department recommends that all graduate students complete an M.S.

degree before entering a Ph.D. program. Students wishing to bypass the M.S. may petition to advance to the Ph.D. after admission to the program (see M.S. Bypass Option). Direct admission to the Ph.D. is granted only for a student who has already qualified for an outside fellowship or training grant support that requires a direct Ph.D. program.

Provisional Admission:

Prerequisite course deficiencies will be listed in the student's admission letter. Students admitted provisionally are expected to remove any deficiencies by the end of their first year. Students admitted on this basis will submit a written plan to the Graduate Committee Chair within 30 days of enrollment, detailing how the deficiencies will be met. A grade of 2.0 (C) or "pass" is required to remove a deficiency. In certain circumstances, a student may be allowed to take a test to remove a deficiency. Students who fail to fulfill deficiencies by the end of their first year will be prohibited from course registration.

Waiver of Prerequisite Course Requirements and/or GRE Requirement:

Advisors can choose to waive prerequisite course requirements according to program needs and this will be stated in the student's admission letter. Students that have been admitted prior to approval of these changes can have their advisors submit a letter to the Graduate Chair stating they wish to waive these requirements. Note of the waiver will be put into the student's departmental file. The candidate may request to have the general GRE requirement waived due to financial, geographic, or other hardship.

M.S. Bypass Option:

Admission to the Ph.D. program requires an M.S. degree involving research or approval to advance to the Ph.D. program after completion of at least one year in the M.S. (Option I) program. Advancement to the Ph.D. program without an M.S. degree will require Graduate Committee approval, as per policy below.

Students admitted to the M.S. program will follow the procedure below to request approval to bypass completion of the M.S. degree. Students desiring to advance to the Ph.D. program without having previously obtained an M.S. degree must demonstrate a high level of academic achievement, have excellent written and oral communication skills, and provide evidence of scholarly creativity. Students can petition to transfer from an M.S. to a Ph.D. program with the approval of their graduate advisor and the Graduate Committee, after completion of at least one year in the M.S. program. Evidence supporting the student's ability to successfully pursue a Ph.D. degree is to be submitted to the Plant Pathology Graduate Committee for review and final approval. Materials submitted to the Graduate Committee in support of the student's application or petition should include: 1) letter of intent from the student describing the proposed research; 2) academic transcripts; 3) a supporting letter from the major advisor; 4) candidate's current CV; and 5) delivery of a proposal seminar advertised in the Department.

Course Requirements:

A distinctive element of the graduate program in Plant Pathology is a compulsory curriculum comprising a set of graduate-level courses in the Department of Plant Pathology. The curriculum is critical to Plant Pathology graduate students achieving the program's learning objectives (described above). It clearly distinguishes the Plant Pathology graduate program from the graduate programs in Agronomy and Horticulture and Biological Sciences. The curriculum (**Table I**) is essentially the same curriculum established in 2006 that has been applied effectively in training graduate students in the Plant Pathology Specializations within the Agronomy and Horticulture and Biological Sciences graduate programs. Additional credit hours in PLPT 899 Thesis Research and PLPT 999 Dissertation Research also are required to meet the total credit hours of graduate coursework required for the degree, as specified by UNL Graduate Studies. Courses PLPT 899 and PLPT 999 do not currently exist and a proposal to establish the courses is being submitted to the CASNR Curriculum Committee concurrently with this proposal.

Table 1. Plant Pathology Graduate Curriculum (Course Requirements)*

| M.S. Students (Option I and II) | PhD Students |
|---|--|
| PLPT 801 Biology of Pathogens, 3 cr hr PLPT 802 Ecology & Management of Plant Pathogens, 3 cr hr PLPT 891 Plant Disease Across Nebraska, 1 cr hr PLPT 968 Plant Pathology Seminar, 2** cr hr | PLPT 801 Biology of Pathogens, 3 cr hr PLPT 802 Ecology & Management of Plant Pathogens, 3 cr hr PLPT 891 Plant Disease Across Nebraska, 1 cr hr PLPT 968 Plant Pathology Seminar, 3** cr hr <u>One</u> course from the following: PLPT 866 Plant Pathogenic Nematodes, 3 cr hr PLPT 867 Plant Associated Microbes, 4 cr hr PLPT 963 Genetics of Host-Parasite Interaction, 3 cr hr PLPT 965 Plant Virology, 3 cr hr |
| Total PLPT credit hours: 9* | Total PLPT credit hours: 13-14* |

*In addition to completion of these required courses, M.S. (Option I and II) and Ph.D. students must also meet other credit hour requirements as specified by UNL Graduate Studies

**PLPT 968 is a 1 credit hour course that must be taken multiple times to satisfy the total number of credits specified above

Comprehensive Exams:

Written comprehensive exams are required for all Ph.D. and M.S. (Option I and II) students. The type and format of the examination will be determined by the student's advisor and Supervisory Committee. These examinations are usually taken after the completion of all

coursework requirements. Guidelines for comprehensive exams will be consistent with guidelines stipulated by Graduate Studies.

Oral comprehensive exams may be required for both M.S. (Option I and II) and Ph.D. students at the discretion of the student's advisory or Supervisory Committee. For M.S. Option II students, the comprehensive examination in the minor field(s) (written and/or oral) may be waived subject to the approval of the minor department(s), provided all grades in the minor department(s) are at least a B or pass.

Research Requirements:

The subject of the thesis/dissertation should be chosen from the candidate's area of interest that includes aspects of research with implications in plant pathology, with input provided by the student's advisory or Supervisory Committee. The thesis/dissertation should reveal a capacity to carry out independent study or research and should demonstrate the student's ability to use the techniques employed in his/her field of investigation and to communicate research results.

Annual Progress Reports:

Annual Progress Reports are required from all graduate students in the Department and require approval by the student's Supervisory Committee. A student may have their GRA withdrawn if they do not have satisfactory progress toward degree completion documented prior to annual GRA renewal decisions.

Teaching Requirements:

All on-campus graduate students in the Department are encouraged to incorporate meaningful teaching experiences in their programs. Examples include: teaching or assisting in lab or lecture; organizing seminars; giving presentations; and contributing to extension and other educational outreach efforts. The student's teaching experience should be noted on their Annual Progress Report. The student's advisor should assist in contacting teaching faculty to arrange for appropriate teaching or extension opportunities.

Defense Requirements:

The thesis/dissertation and abstract in preliminary form must be approved by the adviser prior to applying for the final defense examination. The student will present a public talk describing his/her thesis/dissertation research. A closed-door oral examination by the Examining/Supervisory Committee will follow. The student passes the oral defense if no more than one member of the Examining/Supervisory Committee votes to fail the student. The Faculty Advisor will notify the Graduate Committee in writing of the outcome. If the student fails the examination, a written description of what the student must do before taking another exam must be filed with the Graduate Committee. All actions must comply with University of Nebraska Graduate Studies guidelines.

Thesis/Dissertation Requirements:

The student's Examining/Supervisory Committee will determine if they wish the student to present them with bound or digital copies of the thesis/dissertation. UNL's Office of Graduate Studies requires all graduating thesis/dissertation students to upload an electronic copy of their thesis/dissertation to the Digital Commons in order to complete their graduation requirements.

III. Review Criteria

A. Centrality to role and mission

The new Plant Pathology graduate program will be administered by the Department of Plant Pathology, a unit of the College of Agricultural Sciences and Natural Resources (CASNR) in the Institute of Agriculture and Natural Resources (IANR). Therefore, the new graduate program in Plant Pathology will play important roles in the missions of UNL, IANR and CASNR. The mission statement of UNL states "The University of Nebraska- Lincoln, chartered by the Legislature in 1869, is that part of the University of Nebraska system which serves as both the land-grant and the comprehensive public University for the State of Nebraska. The University of Nebraska-Lincoln has been recognized by the Legislature as the primary research and doctoral degree granting institution in the state for fields outside the health professions." As a land-grant University, the University of Nebraska is charged with instruction, research, and outreach in agriculture and mechanic arts not excluding other scientific or classical areas of study. The IANR was established through Nebraska legislative action to leadership in and service in agriculture, natural resources, and related fields of study. CASNR is home to 26 graduate degree programs (10 Ph.D., 14 M.S., two professional) providing instruction, research, and outreach in agriculture, natural sciences, and other related fields.

The proposed program in Plant Pathology is consistent with the respective missions of the University, IANR, and CASNR. It will provide research and academic training as part of the M.S. and Ph.D. degrees, allowing our students to become a hallmark for integrated training in science, spanning the breadth of basic (molecular/genomic) and applied research that will directly contribute to the improvement of farming, food production, and the quality of life in Nebraska and the world.

B. Relationship of the proposal to the NU Strategic Framework

Offering a graduate program in Plant Pathology will serve to address the mission of the University to provide opportunities for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate and professional education. UNL is the only institution in the U.S. that has a Department of Plant Pathology and does not offer graduate degrees in Plant Pathology. By creating this new program, Nebraska residents intending to earn a graduate degree in Plant Pathology will no longer need to leave the state to earn such a degree. The proposed program will expand lifelong educational opportunities by providing additional terminal degree programs.

The proposed graduate program in Plant Pathology also serves to address the goal of building and sustaining undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching. Building upon our history of producing graduate students that go on to serve in high profile positions in Plant Pathology, students entering the new graduate program will be even more competitive when seeking employment in plant pathology-related fields by holding a degree in Plant Pathology. This will also improve the quality of the experience for students by making it more student-centric and support department's aspirations to emphasize teaching excellence in graduate education. This, in turn, will allow an already strong department to be more competitive for national and international student fellowships. It also will elevate the national reputation of the Department of Plant Pathology, enabling the University to attract and retain the best faculty talent to the University.

The proposed graduate program also will serve to support the *pursuit of excellence and regional, national and international competitiveness in research and scholarly activity*. Producing a sustainable food supply requires the science of plant pathology for innovation in disease management. Creating a new graduate program in Plant Pathology will attract graduate participation in research and provide experiential learning opportunities, with implications from local to global. Plant pathology, as a discipline, is an interdisciplinary science and the training of students in a diverse science supports interdisciplinary graduate education. This also will position our Department to be competitive for USDA, NSF, and NIH training grant support to provide additional student opportunities.

C. Consistency with Comprehensive Statewide Plan for Postsecondary Education

The Department of Plant Pathology was established in 1920 with the mission to educate and conduct research related to plant disease management and basic pathogen understanding. Our department has contributed to the University of Nebraska mission for nearly 100 years. During that time, we have successfully trained scientists who have gone on to lead successful careers in multiple aspects of Plant Pathology in academia, government agencies, extension, agricultural production, or industry, in the United States and throughout the world.

Plant pathologists play a central role to agriculture in Nebraska, which is the foundation of Nebraska's economy. The two primary priorities of UNL are instruction and research, of which this new graduate program in Plant Pathology will provide both. Furthermore, Nebraska's postsecondary education institutions are to be student-centered and offer learning opportunities that are responsive to students' needs. Creating a new graduate program in Plant Pathology will make our program student-centric by providing coherency in the admission/administration process and eliminating unnecessary duplication of required courses for graduate students in our department that currently receive training in the existing parallel *Specializations* in Plant Pathology.

This new graduate program aligns with the Comprehensive Statewide Plan for Postsecondary Education in several other ways. By creating a formal graduate degree program, it will provide our students with a degree equivalent to our peer departments (**Table 2**). We anticipate that this will increase the demand for our graduates who have played key roles in Nebraska and nationwide efforts to combat plant diseases, which directly supports "the state's economic development goals by contributing to a competent and competitive workforce for our state". We anticipate this degree program will be more competitive and be able to attract more top candidates looking to obtain a degree within our field of research, enabling our program and "institute to remain highly competitive". As stated in our learning outcomes, this program "will foster critical thinking skills and provide graduates with the knowledge and workplace skills needed to be successful employees, innovative entrepreneurs, and responsible citizens on a global stage". Combined, this new graduate degree will enable increased placement of our students into the top institutions, companies, and organizations within our career field, "promoting an innovative and entrepreneurial culture that rises to the challenge of globalization".

D. Evidence of need and demand

Some of the most serious challenges and existential threats faced by humankind arise from the largely unchecked parasitism of crops by microbial pathogens. While worldwide yields of staple crops must increase 23% by 2040 in order to feed the projected mid-century human population, just a handful of fungal, oomycete, bacterial and viral plant pathogens have the capacity to devastate global food security. Moreover, trade and climate change are relocating pathogens to previously pristine environments. Not just crops, but the microbial destruction of forests and ornamental plants is accelerating. Therefore, there is a critical need for scientists with advanced training in plant pathology who can identify plant pathogens, conduct research to understand their biology, and develop strategies and tactics for effective management of the plant diseases they cause. For example, the misidentification of a fungal infection on a plant imported from continental Europe to be sold in UK nurseries led to the release of the causal agent of ash dieback, a fungus likely to wipe out the ash tree population of the UK island. Ironically, following a previous tree-killing fungal outbreak that destroyed elm trees in the 1970's, ash became an alternative host for rare elm tree lichens. These lichens will now likely be driven to extinction along with the ash trees. Collectively, the impacts of plant diseases are far-reaching, unpredictable, and extend deep into the environment.

Closer to home, wheat grown in the state of Nebraska has no resistance to two pathogens causing blast and rust diseases that are ravaging crops in Brazil and the Middle East and Asia, respectively. Nebraska wheat yields would be decimated if these diseases emerged here. Famine caused by wheat rust is described in the Bible, and have likely plagued humankind since the dawn of agriculture. Therefore, the need for plant pathology-trained researchers to identify, understand, and develop strategies to manage diseases caused by plant pathogens in our dynamic world is critical. Today's disease management solutions, however, might not be appropriate for

the farms of tomorrow. Fungicides, for example, can damage the environment, leach into groundwater and are often too expensive for widespread use in developing countries. Plant pathologists will be the vanguard in identifying plant pathogens and developing sustainable, safe, and affordable disease management strategies that will benefit Nebraskans and the world.

The Department of Plant Pathology has a long and distinguished history of training highly talented and motivated professionals who, through innovations and discoveries, have a significant positive impact on the future of the world. The expanding interest in the quality of our global environment and increasing global demand for high-quality food, fiber, tree and ornamental plants provides many opportunities for plant pathologists. These professionals often are sought by government and nonprofit organizations and corporations to participate in teams of specialists addressing international agricultural development. Such employment may be on a continuing or a consulting basis. Our graduates can be employed in any of the following institutions, organizations, or companies:

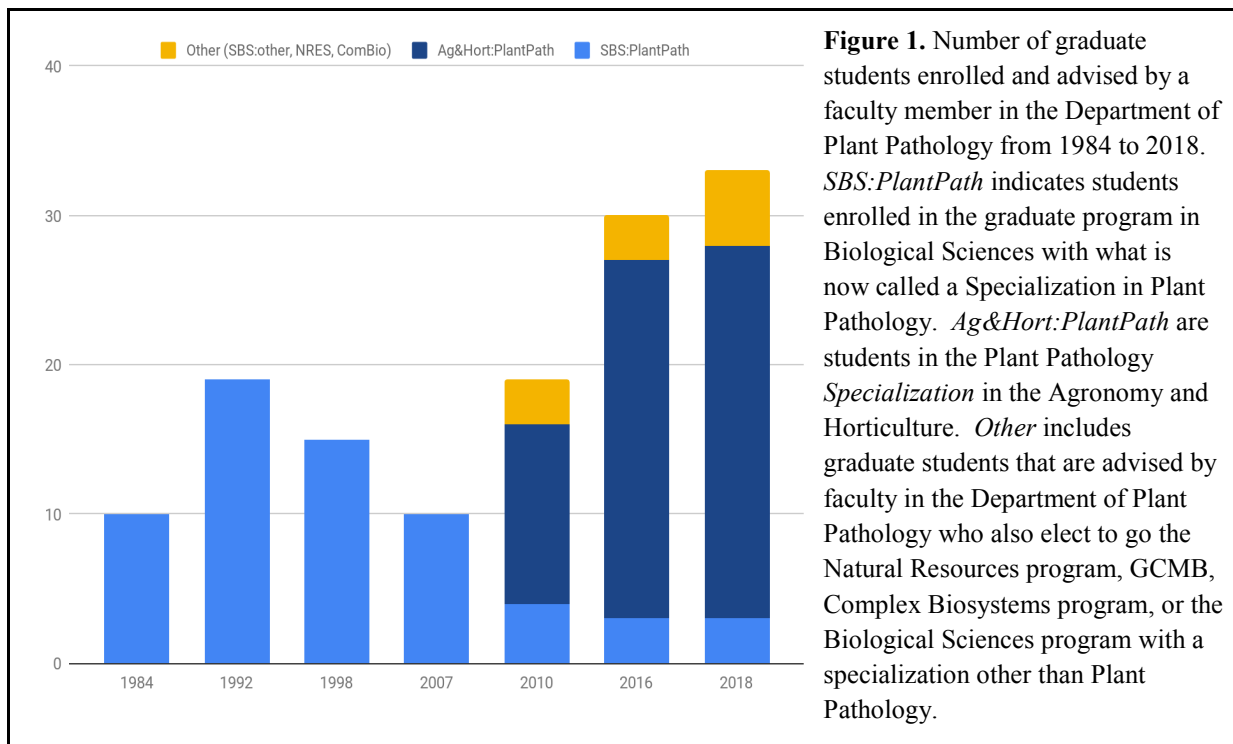
- Colleges and universities (research, teaching, and extension)
- Agricultural consulting companies
- Agrochemical companies
- Seed and plant production companies
- Tissue culture laboratories
- Diagnostic laboratories
- International agricultural research centers
- Botanical gardens and arboreta
- Biotechnology firms
- Biological control companies
- Private practice
- Nurseries and garden centers
- Public policy organizations
- Lawn and landscape maintenance firms
- USDA-Agricultural Research Service
- USDA-Forest Service
- USDA-Animal & Plant Health Inspection Service
- EPA (Environmental Protection Agency)
- State departments of agriculture
- Environmental, agricultural, and patent law firms

Demand for the Program:

The number of graduate students in the Biological Sciences program advised by faculty in Plant Pathology ranged from 10 to 20 for more than 20 years, from 1984 to 2007 (**Figure 1**).

Requirements and curriculum for graduate students in Plant Pathology were formalized with the

creation of the parallel *Specializations* in Plant Pathology in graduate programs administered by Department of Agronomy and Horticulture and the School of Biological Sciences. This increased the demand for our program. While the two programs are parallel – i.e., entry requirements are similar and a standard curriculum is required for students in both programs – the *Specialization* in Agronomy and Horticulture provided opportunities to attract new students who were not from traditional biology backgrounds. Graduate student enrollments in the Plant Pathology *Specialization* went from 16 in 2010, to 27 in 2016 and 28 in 2018. In addition to the *Specialization*, graduate students advised by faculty in the Department of Plant Pathology also go through other Biological Sciences graduate programs, such as the Natural Resources and Complex Biosystems programs. When those students are included, the total number of graduate students currently advised by our faculty conducting plant pathology research is more than 30.



It is expected that the majority of the new graduate students that would typically be admitted through the parallel *Specializations* instead will seek admission through the new program in Plant Pathology. After a period of four to five years, it is estimated that this transition will be complete and all graduate students in the Department will be enrolled in the graduate program in Plant Pathology. This program is not dependent upon graduate students serving specific functions in the Department, such as teaching courses, and so there is no set number of students needed to maintain the program. However, we envision attaining a graduate student enrollment of 25 students and growing to 30 students, which is 20% higher than the average student-to-faculty ratio in other Plant Pathology graduate programs in the U.S. (**Table 2**). This number of

students will also provide consistent enrollments in our courses and we are already close to meeting our goal of 30 students enrolled in the program each year (**Figure 1**).

For the small number of graduate students advised by faculty in the Department of Plant Pathology that are in programs other than the parallel *Specialization* in Plant Pathology (**Figure 1**), it is anticipated that those students will unlikely seek admission to the new graduate program in Plant Pathology because they are not currently seeking admission to the *Specializations* in Plant Pathology. The curriculum within those other programs is distinct from our proposed curriculum, as are the career options sought by graduates in those programs. However, this change will not prevent our faculty from working with future students interested in pursuing graduate studies through other departments. Faculty wanting to advise students in those programs will maintain or seek courtesy appointments in those departments. For future program development, faculty in our Department will continue to foster positive and synergistic relationships with departments (SBS and Agronomy and Horticulture) with which we have had a long and fruitful history.

E. Avoidance of unnecessary duplication

Similar and Overlapping Programs at UNL:

The training in Plant Pathology is highly distinct and no other program currently at UNL or in Nebraska will follow the same curriculum. It is anticipated that the parallel *Specializations* in Plant Pathology offered through SBS and Agronomy and Horticulture will be discontinued when the new graduate program in Plant Pathology is established. The new program then will be the only graduate program in the University of Nebraska system in which the research and coursework focuses on plant pathology. After establishment of the new Plant Pathology major, a minor in Plant Pathology will be available for students in other graduate majors. This will allow students not intending to pursue research in plant pathology to obtain recognition for emphasizing graduate coursework in plant pathology.

A program that is complementary to the proposed Plant Pathology program currently exists in the form of the Doctor of Plant Health (DPH) program. The DPH was established in 2010, in part by faculty in the Department of Plant Pathology, and Department members continue to serve on DPH supervisory committees and provide instruction to DPH students in Plant Pathology graduate courses. Gary Hein, the program's director and a courtesy faculty member in the Department of Plant Pathology, actively participates in the Department discussions relative to teaching to ensure our course offerings are beneficial to both programs. The goal of the DPH program is to educate students to become plant health practitioners. It is a professional program analogous to a medical or veterinary program, wherein graduates of the DPH are prepared to understand and diagnose all plant health issues and manage the entire plant production system. In contrast to the Plant Pathology graduate program which emphasizes research training relating

to plant pathology, the education of DPH students primarily involves graduate-level coursework and is supplemented with internships to provide hands-on experience in the diagnosis and management of plant health problems. While DPH students are required to take graduate plant pathology courses, some of which comprise the Plant Pathology Graduate Curriculum, they must also complete coursework in entomology, weed science, soil science, and agronomy, as well as courses relating to leadership and environmental/agricultural policy or law. Thus, the DPH program is distinct from the proposed graduate program in Plant Pathology. Because of the differences in training between DPH and Plant Pathology graduate students, the career opportunities for DPH and Plant Pathology graduates do not significantly overlap and there is a distinct need for graduates from each program.

Other Graduate Programs in Plant Pathology:

The new Plant Pathology graduate degree program at UNL will be the only graduate program in the field of plant pathology in Nebraska. Among UNL’s 10 Peer Institutions, only two (Ohio State University and University of Minnesota) have a Department of Plant Pathology and both offer a graduate program in Plant Pathology. Four other UNL Peer Institutions (Colorado State, Iowa State, Purdue, and University of Illinois) offer training in plant pathology through a combined department (e.g., Plant Sciences, Plant Pathology and Microbiology, etc.). Across the United States, there are fewer than 30 departments that have “Plant Pathology” as part of their name and, among those, there are 13 that are standalone Departments of Plant Pathology. Except for the University of Nebraska, all other institutions with a standalone department offer graduate degrees in Plant Pathology (**Table 2**). Enrollments in these programs range from 15 to 61 students with an average of 36 students.

Table 2. Universities in the United States that have a standalone Department of Plant Pathology, with graduate degree program in Plant Pathology (M.S. and Ph.D.) indicated. Among these 13, the UNL Department of Plant Pathology is the only one without the M.S. and Ph.D. degrees in Plant Pathology.

| State University | | Student | | | Faculty | Student:Faculty Ratio |
|------------------|---------------------------------|---------|-----|------------|------------------|-----------------------|
| | | MS | PhD | Enrollment | | |
| AR | University of Arkansas* | yes | yes | 21 | 13 | 1.6 |
| CA | University of California-Davis | yes | yes | 39 | 20 (+6 adjunct) | 1.5 |
| FL | University of Florida | yes | yes | 61 | 36 | 1.7 |
| GA | University of Georgia | yes | yes | 47 | 28 | 1.7 |
| KS | Kansas State University | yes | yes | 20 | 28 | 0.7 |
| KY | University of Kentucky | yes | yes | 15 | 14 (+2 adjunct) | 0.9 |
| MN | University of Minnesota | yes | yes | 26 | 20 (+12 adjunct) | 0.8 |
| ND | North Dakota State University | yes | yes | 48 | 15 (+8 adjunct) | 2.1 |
| NE | University of Nebraska-Lincoln | no | no | 28** | 18 (+2 adjunct) | 1.4 |
| NC | North Carolina State University | yes | yes | 32 | 27 (+3 adjunct) | 1.1 |
| OH | Ohio State University | yes | yes | 59 | 15 (+9 adjunct) | 2.5 |
| WA | Washington State University | yes | yes | 27 | 26 (+4 adjunct) | 0.9 |
| WI | University of Wisconsin-Madison | yes | yes | 35 | 14 (+7 adjunct) | 1.7 |

* This department will be merged with Entomology in 2018-2019

** This represents students enrolled in the *Specializations* in Plant Pathology; 25 in Agro and 3 in SBS

The only state contiguous to Nebraska to offer graduate degrees in Plant Pathology is Kansas. Despite close proximity to other states with programs, including Kansas State University, our *Specializations* in Plant Pathology have maintained enrollments over time (**Figure 1**) and at student-to-faculty ratios that are equal to the average ratio (1.4 student-to-1 faculty) observed among all other formalized programs in Plant Pathology (**Table 2**). The new program proposed here will improve our competitiveness among other Plant Pathology Programs and provide Nebraska students opportunities for a more competitive education leading to advanced degrees in Plant Pathology. The proposed curriculum was developed through consensus of the plant pathology faculty.

F. Adequacy of resources:

Faculty/Staff:

The Department of Plant Pathology places a high priority on teaching and all faculty members, regardless of their designated appointment, embrace the Department's mission to provide students with innovative learning opportunities. The Department of Plant Pathology at UNL has a strong history, with national and international recognition. Three faculty members have been selected as Fellows of the National Academy of Science. Existing faculty within the Department of Plant Pathology will support this degree program. The scope of graduate teaching activities in the Department ranges from training and guiding graduate research and presentation of graduate-level on campus and online courses.

The Department has responsibility for teaching, research and extension. The Department consists of 18.5 state-supported faculty [SE 1] (4 assistant professors, 4 associate professors, 8 full professors, 1 associate professor of practice, 1 assistant professor of practice, 1 extension educator). Faculty efforts for the 18.5 state-funded, Lincoln-based members expressed as full-time equivalents (FTEs) are as follows: 10.94 FTE in research, 3.03 FTE in teaching, 3.26 FTE in extension, 1.0 FTE in administration and .32 FTE in service. The Department had, until the fall of 2014, less than 1.8 FTE allocated to teaching shared among 9 faculty members, and now has 3.03 teaching FTE shared across 12 faculty with the hiring of 4 new faculty members in the last 5 years. All of the courses required for a graduate program in Plant Pathology are already being taught by faculty within Plant Pathology. Due to the recent faculty hires, it is not anticipated that additional faculty will be required if there is program growth.

Despite the Department having just under 3 FTE allocated to teaching, shared among 11 faculty members with teaching appointments, a concerted effort has been made to provide students with a comprehensive knowledge of Plant Pathology by involving all faculty members in instruction. This has resulted in teaching being well integrated with ongoing research and extension programs. The scope of teaching activities in the Department ranges from training and guiding graduate research, student recruitment, presentation of resident and online classes, and participation in other programs in the College of Agricultural Sciences and Natural Resources and the College of Arts and Sciences.

Table 3. Faculty in the Department of Plant Pathology with teaching appointments or graduate faculty status, their current rank, appointment, number of graduate students currently advised, and courses of primary responsibility.

| Graduate Faculty Name | Rank | Appointment* | Students | |
|-------------------------------|------------------------------|-------------------|-----------------------------------|---|
| | | | Advised | Primary Instructor for: |
| Gerard Adams, Ph.D. | Assoc. Professor of Practice | 33T, 15R, 2S | - | Co-I: PLPT 801, PLPT 802, PLPT 867, PLPT 891 I: PLPT 892-004, PLPT 369L |
| Anthony Adesemoye, Ph.D. | Asst. Professor | 58R, 40E, 2S | 2 (Agro) | - |
| James Alfano, Ph.D. | Professor | 20T, 78R, 2S | 1 (SBS), 1 (Agro) | PLPT 963: Genetics of Host-Microbe Interactions |
| David D. Dunigan, Ph.D. | Research Professor | 100R | - | - |
| Sydney Everhart, Ph.D. | Asst. Professor | 20T, 78R, 2S | 3 (Agro) | PLPT 802: Ecology & Management of Plant Pathogens; PLPT496/892: Disease Dynamics & Evolution |
| Deanna Funnell-Harris, Ph.D. | Professor (Adjunct) | 100R-other | - | - |
| Hernan Garcia-Ruiz, Ph.D. | Asst. Professor | 10T, 88R, 2S | 1 (SBS) | PLPT 965: Plant Virology |
| Loren Giesler, Ph.D. | Professor | 100A | 2 (Agro) | - |
| Steven Harris, Ph.D. | Professor (Adjunct) | 100A-other | - | - |
| Robert Harveson, Ph.D. | Professor | 48R, 50E, 2S | - | - |
| Josh Herr, Ph.D. | Asst. Professor | 20T, 78R, 2S | 1 (SBS), 1 (Agro) 3 (other) | PLPT 892-009 ST: Microbial Ecology |
| Tamra Jackson-Ziems, Ph.D. | Professor | 10T, 10R, 78E, 2S | 2 (Agro) | PLPT 891: Plant Diseases Across Nebraska |
| Amit Mitra, Ph.D. | Assoc. Professor | 20T, 78R, 2S | 2 (Agro) | PLPT 801: Biology of Plant Pathogens PLPT 867: Plant Associated Microbes |
| Thomas Powers, Ph.D. | Professor | 15T, 83R, 2S | 3 (Agro) | PLPT 866: Nematology |
| Brandi Sigmon, Ph.D. | Asst. Professor of Practice | 75T, 25R | - | MBIO 101: Intro Microbiology; BIOS 206: General Genetics; SCIL 101: Science & Decision Making |
| James Steadman, Ph.D. | Professor | 10T, 88R, 2S | - | - |
| Satyanarayana Tatineni, Ph.D. | Professor (Adjunct) | 100R-other | 3 (Agro) | - |
| James L. Van Etten, Ph.D. | Professor | 98R, 2S | 2 (other) | HONS 198: Creativity in the Sciences and the Arts |
| Stephen Wegulo, Ph.D. | Professor | 40R, 58E, 2S | 1 (Agro) | - |
| Richard Wilson, Ph.D. | Assoc. Professor | 10T, 88R, 2S | 1 (Agro) | PLPT 968: Plant Pathology Seminar Series |
| Gary Yuen, Ph.D. | Professor | 40T, 58R, 2S | 3 (Agro) | PLPT 369: Intro. Plant Pathology; PLPT 414/814: Turfgrass Disease Management; PLPT 817: Plant Pathology: Principles and Application |
| Lirong Zeng, Ph.D. | Assoc. Professor | 20T, 78R, 2S | 1 (Agro) | BIOS 497/897/PLPT 892-001 |

*Appointments are expressed as percentages of a full-time equivalent (FTE), wherein letters designate whether effort is directed towards: T = teaching, R = research, E = Extension, S = service, and/or A = administration.

Administrative support for this program will be handled through Professor Amit Mitra (current Chair for *Specializations* in Plant Pathology) and the admission committee, which will be created upon approval of the degree program. Existing support staff supported by the Department of Plant Pathology will also support this program. One support staff position will be redirected to be responsible for program coordination (0.25 FTE) and is a current staff position in the Department.

Physical Facilities:

The degree program will be administered through the Department of Plant Pathology, which is primarily housed on the 4th floor of Plant Sciences Hall (main office 406 PLSH), located on the East Campus of UNL. Faculty in the Department of Plant Pathology who guide graduate students are concentrated in Lincoln, but some with research and extension appointments (R. Harveson and A. Adesemoye) are located in Scottsbluff (Panhandle Research and Extension Center) and North Platte (West Central Research and Extension Center), respectively, with laboratories equipped for microbiological and molecular research equal to those on the UNL main campus. Some Lincoln-based faculty members are situated in the Beadle Center (J. Alfano and L. Zeng) and in Morrison Hall (J. Van Etten and H. Garcia-Ruiz). All of the sites are well-equipped for plant pathology research, particularly the Beadle Center and Morrison Hall, which are state-of-the-art research facilities. Field work by graduate students is conducted both at Research and Extension Centers and in grower fields, depending upon the nature of the work. Most graduate students focus their field research activities at one or more of the Research and Extension Center farms. Considerable research also is conducted in the Plant Pathology Greenhouse Complex, which consists of four ranges, fifteen rooms and 11,232 square feet of greenhouse space. Space is provided in the Greenhouse Complex as needed for instructional purposes. For instruction, faculty members have access to the Department's conference room/classroom (406B Plant Science Hall), in addition to lecture classrooms in Plant Sciences Hall, adjoining Keim Hall, Morrison Center, and in the Beadle Center on City Campus. Laboratory portions of the Department's graduate courses have traditionally been presented in the instructor's research laboratory or in 274 Plant Science Hall, a classroom designed and used for teaching undergraduate laboratory courses. No additional facilities are required for the proposed graduate program.

Instructional Equipment and Informational Resources:

No additional instructional equipment and informational resources are required.

IV. Abstract of Proposal

The purpose of this proposal is to establish a new Master of Science (M.S.) and Doctor of Philosophy (Ph.D.) degree programs in Plant Pathology at UNL. Plant pathology is the science of plant disease, which encompasses the study of the organisms that cause disease in plants; the study of the interactions between these causal agents, the plant, and the environment during the

disease process; and the development of strategies and tactics for managing or controlling plant disease. Plant pathology graduate training has existed "unofficially" at UNL for over 100 years, with our more recent graduate students being administered through parallel Specializations in two academic programs: Biological Sciences in the School of Biological Sciences (SBS), College of Arts and Sciences; and Agronomy and Horticulture in the Department of Agronomy and Horticulture (A&H), College of Agricultural Sciences and Natural Resources. The new major will consolidate plant pathology graduate training within its formal administrative unit, the Department of Plant Pathology.

Key Reasons to Create a New Graduate Program in Plant Pathology

Creating a single graduate program will make our graduate training more student-centric, thus allow our Department to meet one of the goals for graduate programs defined by the Nebraska's Coordinating Commission on Postsecondary Education. The new degree program will enhance our students' experience in several ways:

- There are currently disparities between the SBS and A&H graduate programs as to admission standards and criteria for assessing student progress. In the new major, rigorous admission standards established by our Department will be applied uniformly to all applicants, thus ensuring that all in-coming students have the necessary background to succeed. All students within the program will be administered by a single faculty body, thus ensuring that the same set of standards are applied to all of our students in evaluating progress towards their degrees.
- Currently, students in the Specialization in A&H are required take additional courses above the standard Plant Pathology curriculum. The new major will place uniform curricular requirements on all of our students.
- Students in our department would no longer experience a sense of "dual membership." Because all of our students will have a single home department, they will be able to engage with each other and the Department with a greater sense of community.
- The Department will be better positioned to recruit students whose funding source specify that their degrees must be in Plant Pathology.
- Establishing a Plant Pathology Graduate Program will allow graduate students in other programs to earn a minor in Plant Pathology and, thus, obtain recognition for emphasizing graduate coursework in plant pathology. At the same time, this could increase enrollment in Plant Pathology courses.
- The University of Nebraska is one of 13 institutions in the United States with a "Department of Plant Pathology," but is the only one that does not offer graduate degrees in Plant Pathology. Having Plant Pathology degrees will benefit our graduates when competing in the job market for plant pathology-related positions.

Feasibility of the proposed program

- We currently have 28 graduate students being guided by 18 state-funded Plant Pathology faculty and two adjunct USDA faculty. The current student/faculty ratio of 1.4 is equal to the

national average among plant pathology departments. We anticipate being able to grow the program and increase recruitment of top students once established as a standalone program.

- Required courses for the new major are currently being taught by current faculty members. No additional resources are required or being requested to establish this program.

Support for Creation of the New Graduate Program in Plant Pathology:

Letters of support were contributed by the following individuals representing these groups:

Departments administering current Specializations in Plant Pathology:

- Dr. Michael Herman, Professor and Director, School of Biological Sciences, UNL
- Dr. Deborah Brown, Associate Professor and Chair of the Graduate Committee, School of Biological Sciences, UNL
- Dr. Richard Ferguson, Professor and Interim Department Head, Agronomy & Horticulture, UNL
- Dr. Rhae Drijber, Professor and Chair of the Graduate Degree Program, A&H, UNL

Allied programs at UNL and K-State:

- Dr. Gary Hein, Professor and Director of the Doctor of Plant Health Program, UNL
- Dr. Martin Draper, Professor and Head, Department of Plant Pathology, Kansas State University, Manhattan, KS

Alumni and Industry:

- Dr. Jan Leach (UNL M.S. 1977), Professor and Associate Dean for Research, College of Agricultural Sciences, Colorado State University
- Dr. Lisa Keith (UNL Ph.D. 1998), Research Plant Pathologist, USDA-ARS, Hilo, HI
- Mrs. Amy Timmerman (UNL M.S. 2006), Extension Educator for Holt and Boyd Counties, University
- Dr. Jeffrey Barnes, Group Leader and Sr. Manager – Fungicide R&D North America, BASF Corporation

October 11, 2018

Professor Loren J. Giesler
Department of Plant Pathology Head
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

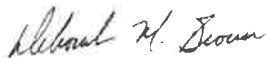
Dear Professor Giesler,

We, the undersigned, represent the graduate committee and faculty of the School of Biological Sciences (SBS) and have a long-standing research and academic relationship with the Plant Pathology department. For the last twenty years, the School of Biological Sciences Graduate Degree Program has included an option for an emphasis in Plant Pathology in which students were recruited and administratively managed through the School, yet received research training by faculty with full time appointments in the Plant Pathology Department.

We are writing this letter in support of the proposed new graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln. In addition, a Plant Pathology Graduate Program can also offer a Minor in Plant Pathology, thus increasing the number and diversity of students served by the program. We believe this new degree program will have a minimal impact on the Biological Sciences degree program, while having a significant positive impact on those students who seek a degree specifically in Plant Pathology. The SBS Graduate Committee and faculty voted unanimously in support of your proposal.

We also affirm that both SBS and the Department of Plant Pathology have benefited from certain Plant Pathology faculty having curtesy appointments in SBS to be able to serve as advisors for students within the SBS Genetics, Cell and Molecular Biology (GCMB) specialization. We expect this arrangement to continue and be unaffected by the new Plant Pathology Graduate Program. However, this arrangement, and our support for the program, will have to be revisited should the Plant Pathology Graduate Program seek to develop a mechanism that would compete for GCMB students, for example by offering a plant molecular biology or microbiology specialization or track.

Sincerely,



Deborah M. Brown, Ph.D.
Associate Professor
Chair, SBS Graduate Committee
School of Biological Sciences



Michael Herman, Ph.D.
Professor and Director
School of Biological Sciences

September 24, 2018

Professor Loren J. Giesler
Head, Department of Plant Pathology
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

Dr. Giesler –

I am writing to express the support of our department for the proposed new graduate program that would award Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) degrees in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln. In recent history the graduate program in Plant Pathology has been managed as part of the graduate program in Agronomy and Horticulture, and we recognize that moving to an independent program in Plant Pathology will slightly decrease apparent participation in our graduate program. However, we fully recognize and support the desire of faculty in Plant Pathology to have an independent program, most directly meeting the needs of students in plant pathology.

Sincerely,



Richard B. Ferguson
Professor and Interim Head

cc: Martha Mamo
Roger Elmore
Rhae Drijber
Don Lee
Kay McClure-Kelly

September 28, 2018

Professor Loren J. Giesler
Head, Department of Plant Pathology
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

Dr. Giesler,

Please accept this letter from me as Chair of the Agronomy & Horticulture Graduate Committee in full support of the proposed new graduate program that would award Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) degrees in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln. The graduate program in Plant Pathology has been managed for many years as part of the graduate program in Agronomy and Horticulture, and with the growth in students and new faculty in the Department of Plant Pathology, the move to an independent graduate program is not only timely but necessary. In the current highly competitive recruitment environment for graduate students having a stand-alone and identifiable graduate program in Plant Pathology will bolster recruitment outcomes. Although this may impact our departments graduate student numbers slightly we anticipate little change in course enrollments and with the creation of a minor in Plant Pathology enrollment in our classes is likely to increase. Also, please don't hesitate to call on us for assistance in getting your program up and running!

Sincerely,



Rhae A. Drijber
Chair, Agronomy & Horticulture Graduate Committee,
Professor of Soil Microbial Ecology

cc: Richard Ferguson
Martha Mamo
Roger Elmore
Don Lee
Kay McClure-Kelly

Sept. 24, 2018

Dr. Loren Giesler, Head
Department of Plant Pathology
406 Plant Science Hall
University of Nebraska – Lincoln
Lincoln, NE 68583-0722

Dear Dr. Giesler,

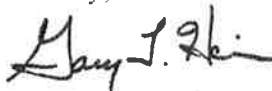
I am writing to support the proposal by the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources for new Master of Science (M.S.) and Doctor of Philosophy (Ph.D.) programs in Plant Pathology. These proposed degree programs would replace the current specialties in Plant Pathology offered through the Department of Agronomy and Horticulture and the School of Biological Sciences. As Director of the Doctor of Plant Health Program, I strongly support this proposal.

I do not feel the current specialty optimally serves the vast majority of graduate students in the Plant Pathology Department. As a Courtesy Professor in the Department of Plant Pathology who has co-advised graduate students in the current specialty, I feel the proposed changes would better address and much more accurately describe the intended career directions of the students seeking these degrees. Thus, I agree that the proposed changes will enhance the Department's profile in plant pathology and recruitment and placement opportunities.

The Department of Plant Pathology is a central component of the Doctor of Plant Health (DPH) Program, and it has strongly embraced the DPH Program. Thus, it is critical to the DPH Program that the department remain active and vibrant in all aspects of its tri-partite mission (teaching, research, and extension). This proposal could strengthen the department's identity and enhance all aspects of its mission. Our DPH students take several courses in Plant Pathology, interact regularly with Plant Pathology faculty and graduate students, and add diversity of thought to the department. These interactions provide considerable benefit for our DPH students during their degree program, but they will also provide our students strong connections to plant pathology throughout their careers. The long-term stability and vibrancy of the Plant Pathology Department will also enhance the reputation of the DPH Program.

I strongly support this proposal as it will positively impact the quality and functioning of these graduate programs. Please feel free to contact me if you have additional questions.

Sincerely,



Gary L. Hein, Director
Doctor of Plant Health Program

23 September 2018

Loren J. Giesler
Professor and Head
Department of Plant Pathology
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

Dear Dr. Giesler:

I am pleased to offer my opinion to your department's efforts to offer a degree in plant pathology. I have a broad knowledge of plant pathology programs across the country after my ten years as a National Program Leader for Plant Pathology and Integrated Pest Management. I have also been familiar with the UNL department following more than 25 years of working in plant pathology in the North Central region. While I have no direct connection to the department, I have collaborated with Dr. Yuen on Fusarium head blight research and with you on several soybean disease projects.

Admittedly, I was surprised when I learned just last February that the degrees being granted from the Plant Pathology Department at UNL were not actually degrees in Plant Pathology. I find that to be illogical when the program of study is in plant pathology. As such, I am supportive of the recently proposed graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln. I know of no other stand-alone plant pathology departments that do not grant degrees in plant pathology. Many combined departments grant degrees in allied disciplines with an emphasis in plant pathology, similar to what UNL is doing now, except the disciplines are housed in that department. As a stand-alone department, they should offer their own degree and the students will benefit from that clear recognition that the degree is focused on their discipline.

The UNL Department of Plant Pathology has the largest faculty roll that I can recall in my career. The graduate student enrollment is strong and their quality is competitive. If the faculty numbers can be maintained and grant funding can be sustained, a fairly stable student census of 20-30 should be reasonably attainable. If graduate minors are offered at UNL, a plant pathology minor could draw more students from allied disciplines to help hold class enrollments above thresholds. Our plant pathology courses at K-State have significant enrollment from outside our department. These students are important for us to offer the breadth of coursework in the science that we do. There are plant pathology degree granting programs throughout the region. However, we see a steady demand for placement from students. At Kansas State, we can accept only about half of the applications we receive each year. Adding another program and increasing the number of well-trained plant pathology graduates should not be threatening to other programs in the region and will be important in filling the need for the

p. 2

upcoming retirements of baby-boomers from academic, industry and regulatory positions. I expect 1/3 of the tenure-track faculty in the Plant Pathology Department at K-State to retire within the next five years. A study of the discipline led by David Gadoury at Cornell and endorsed by the American Phytopathological Society indicates that the next ten years will be a watershed for the science as we try to maintain presence, influence and impact for a world population that is growing and growing hungry.

I do hope that your request is approved. Your faculty has some real strengths that are complementary to our department in Kansas. Together we are serving the central Great Plains region well. With this change, your department will become stronger.

Sincerely,

A handwritten signature in black ink, appearing to read "Martin A. Draper", with a long horizontal line extending to the right.

Martin A. Draper
Professor and Head
Department of Plant Pathology

Interim Associate Dean, Research and Graduate Programs
Interim Director, K-State Research and Extension
College of Agriculture



College of Agricultural Sciences
121 Shepardson • 1101 Campus Delivery
Fort Collins, Colorado 80523-1101
(970) 491-6274 • (970) 491-4895 (FAX)
www.agsci.colostate.edu

September 24, 2018

Dr. Loren J. Giesler
Professor and Head
Department of Plant Pathology
406 Plant Science Hall
Lincoln, NE 68583-0722

Dear Loren:

It is my pleasure to provide this letter in support of the proposed new graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

My comments are based on over 35 years of experience as a Plant Pathologist in academia, and many years of service to our professional scientific societies. I am a former student at the University of Nebraska-Lincoln, earning both a B.S. (1975) and M.S. (1977) in Microbiology from UNL. One of the most important reasons I entered agricultural research was due to undergraduate research experiences in the Department of Plant Pathology at UNL. The training and mentorship I received from faculty in this department were crucial in my decision to pursue a Ph.D. and career in Plant Pathology. I am now a practicing plant pathologist, with the titles of University Distinguished Professor and Research Associate Dean at Colorado State University. I am a Fellow and a past President of the American Phytopathological Society (APS), a premier scientific society for plant pathologists. I currently serving as the President of the International Society of Plant Pathology.

The Plant Pathology department at UNL among the strongest departments in the country, and is one of the few (one of 13) that still maintains a unique identity. Given the fragmentation and dilution of the discipline of plant pathology, having a program that offers graduate students flexibility in their programs and a degree that specifies Plant Pathology as their major will provide your department and students a competitive advantage. The options of both a major and minor in the field will not only increase enrollment, but will address an important problem our stakeholders in industry point out, i.e., the need for cross-trained scientists. Thus, offering graduate degrees in Plant Pathology brings a strong focus to graduate students and their success, and will enhance overall competitiveness.

I wish you the best as you move forward with the development of the Plant Pathology Graduate Program.

Sincerely,

Jan E. Leach
Associate Dean for Research, College of Agricultural Sciences
University Distinguished Professor, Colorado State University



United States Department of Agriculture

Research, Education, and Economics
Agricultural Research Service

September 21, 2018

Professor Loren J. Giesler
Department of Plant Pathology Head
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

Dear Dr. Giesler,

It is with great pleasure that I write this letter in support of the proposed new graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln. I am a Research Plant Pathologist at the USDA ARS in Hilo, HI for more than 16 years now. My current research focusses on the biology, detection, and management of invasive pathogens causing disease on crops grown under tropical and sub-tropical conditions. My main goal is to help solve real-world problems in an environmentally sound and economically viable way. I was also a Graduate Research Assistant in the Department of Plant Pathology at the University of Nebraska in Lincoln from 1993 to 1998, where I pursued my PhD with an emphasis in Plant Pathology created in the School of Biological Sciences (SBS).

I believe the new graduate program in Plant Pathology is an exciting opportunity for the University to build upon the unique strengths of their graduate program. Among other things, it will help to streamline the admission process for students by making the department the first point of contact for students, it will encourage the development of professional clubs at the University, and it will allow the offering of a Minor in Plant Pathology. A graduate program in Plant Pathology would also allow for an innovative academic program tailored to preparing students for a rewarding and challenging career in plant sciences. Since so few departments in the U.S. are stand-alone

Daniel K. Inouye U.S. Pacific Basin Agricultural Research Center (DKI-PBARC)
Tropical Plant Genetic Resources and Disease Research Unit
64 Nowelo Street, Hilo, Hawaii 96720-2788
Voice 808.959.4357 Fax 808.959.5470 E-mail Lisa.Keith@ars.usda.gov
USDA is an Equal Opportunity Employer



United States Department of Agriculture

Research, Education, and Economics
Agricultural Research Service

Departments of Plant Pathology, it is critical that the University of Nebraska join forces to provide graduate students the opportunity to become more competitive when seeking employment in plant pathology-related fields by holding a degree that specifies Plant Pathology as the major. This would also help employers find quality applicants who are likely to have the education and experience they seek.

The time spent in Nebraska is near and dear to my heart and I believe I am a successful Plant Pathologist today due in large part to the education and experience I received at UNL. I strongly support the development of the M.S. and Ph.D. in Plant Pathology for the reasons mentioned above and I welcome the opportunity to answer any questions you may have. Thank you for your time.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Keith".

Lisa Keith, Ph.D.
Research Plant Pathologist, USDA-ARS, PBARC

Daniel K. Inouye Pacific Basin Agricultural Research Center (DKI-PBARC)
Tropical Plant Genetic Resources and Disease Research Unit
64 Nowelo Street, Hilo, Hawaii 96720-2788
Voice 808.959.4357 Fax 808.959.5470 E-mail Lisa.Keith@ars.usda.gov
USDA is an Equal Opportunity Employer

Dr. Loren Giesler
Department of Plant Pathology Head
406 Plant Science Hall
University of Nebraska-Lincoln
Lincoln, NE 68583-0722

Dear Dr. Giesler,

My name is Amy Timmerman and currently work as a county based extension educator in Nebraska with the responsibility of cropping systems with special emphasis in plant pathology. My career in extension began with my graduate program at the University of Nebraska where I completed by Master of Science in Biological Systems with an Emphasize in Plant Pathology. As an Extension Educator, I still work closely with faculty in the Department of Plant Pathology in the development of educational materials and research plots/demonstration to benefit the clientele of Nebraska.

I am writing this letter in support of the proposed new graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln.

In Nebraska Extension, we are encouraged to specialize in subject matter areas and to work closely with faculty members in that discipline to continual improve outreach and education. With the current model in Nebraska extension, it is assuring that there is a solid team in each of the geographic areas of the state that can address all the issues/concerns a grower can encounter each year. Plant Pathology serves a critical role in completing that team along with entomology, weed science, soil science, and general agronomy. By having future graduates having this specific degree, it will make them more competitive for future extension educator positions throughout Nebraska extension because their expertise is clearly identified.

For my current position, it was critical when I started my position that I could demonstration to my administrations that I fully understand all concepts of plant pathology since my M.S. is in Biological Sciences. From the title of my degree it was not clear if I understood agriculture and in particular the impacts of plant pathology on Nebraska agriculture. By having a degree stating Plant Pathology, it provides future students more clarity and confidence to future employers what they can offer to their company or business.

The Department of Plant Pathology at the University of Nebraska is one of the last stand alone Plant Pathology Departments in the U.S. This department has great history with two of the three National Academy of Science Award winners from Nebraska. The department continues to be a leader in research and extension in the U.S. The University of Nebraska should be proud to state they have students graduating with a M.S. or Ph.D. specifically in Plant Pathology.

Sincerely,

A handwritten signature in black ink that reads "Amy Timmerman". The signature is written in a cursive style with a long horizontal flourish above the name.

Amy Timmerman
Extension Educator Holt & Boyd Counties



We create chemistry

September 21, 2018

Professor Loren J. Giesler
Department of Plant Pathology Head
406 Plant Science Hall
University of Nebraska – Lincoln
Lincoln, NE 68583-0722

Dear Dr. Giesler:

I am writing this letter in support of the proposed new graduate program that would award graduates a Master of Science (M.S.) or Doctor of Philosophy (Ph.D.) in Plant Pathology in the College of Agriculture and Natural Resources at the University of Nebraska-Lincoln (UNL). I have 30 years of industry experience in agrichemical research and development after achieving degrees in Plant Pathology. My position is Group Leader for Fungicide R&D with BASF based in Research Triangle Park, NC. In this role, I interact with all key agricultural Universities in the US, including the recruiting and hiring of many plant pathologists.

BASF has hired many talented UNL students coming from M.S., DPH and Ph.D. programs with various specializations. Your programs are well recognized in the industry as training bright, motivated scientists who are well prepared for careers in the applied agricultural fields.

I believe the degree programs being proposed will make your graduate training more complete and student friendly. This should allow for a more efficient operation and administration of the degree program. Since the Plant Pathology faculty would be the initial and primary point of contact for students, I would expect the admission process would be less complex for the students, possibly resulting in better recruitment and retention efforts. Having a clear sense of belonging and connection to the faculty, staff and fellow students is a very important part of the graduate school experience. Currently, students who "specialize" in Plant Pathology at UNL have a "dual membership" with both Biological Sciences or Agronomy & Horticulture. This split membership student experience, I believe, would reduce the focus, efforts, interests and family experience that I'm sure UNL is striving to achieve.

As the University of Nebraska continues to grow and gain momentum, I believe your institution will greatly benefit from this increased opportunity for students. It will allow the University to better compete with the 13 other stand-alone Plant Pathology departments in the US. Furthermore, it will allow your students to be more competitive in the marketplace when seeking employment in plant pathology specific roles, such as those offered at BASF. I have had many instances where open plant pathology positions at BASF went unfilled because appropriate candidates were not available. The advanced Plant Pathology degrees proposed by UNL will greatly help to fill this void in the talent pool.

I strongly support the development of graduate degrees (major and minor) in Plant Pathology at UNL. I invite you to reach out to me to further expand on my endorsement or answer any questions you may have.

Best Regards,

A handwritten signature in black ink, appearing to read 'J. Barnes'.

Jeffrey S. Barnes
Group Leader and Sr. Manager – Fungicide R&D North America
Jeffrey.Barnes@basf.com, 919-547-2317

BASF Corporation
26 Davis Drive
PO Box 13528
Research Triangle Park, NC 27709-3528

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNL Plant Pathology Graduate Program**

| | (FY2020) Year 1 | | (FY2021) Year 2 | | (FY2022) Year 3 | | (FY2023) Year 4 | | (FY2024) Year 5 | | Total |
|-------------------------------|--------------------|------|--------------------|------|--------------------|------|--------------------|------|--------------------|------|------------|
| | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | Cost |
| Personnel | | | | | | | | | | | |
| Faculty | | | | | | | | | | | |
| Professional | | | | | | | | | | | |
| Graduate Assistants | | | | | | | | | | | |
| Support Staff | | | | | | | | | | | |
| Benefits | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | \$0 |
| Operating | | | | | | | | | | | |
| Operating and Supplies | | | | | | | | | | | |
| Equipment | | | | | | | | | | | |
| Library/Information Resources | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | \$0 |
| Total Expenses | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNL Plant Pathology Graduate Program**

| | (FY2020) Year 1 | (FY2021) Year 2 | (FY2022) Year 3 | (FY2023) Year 4 | (FY2024) Year 5 | Total |
|---|---|--------------------|--------------------|--------------------|--------------------|--------------------|
| | Reallocation of Existing Funds ¹ | \$10,000 | \$10,300 | \$10,927 | \$11,255 | \$11,593 |
| Required New Public Funds ² | | | | | | |
| 1. State Funds | | | | | | |
| 2. Local Tax Funds (community colleges) | | | | | | |
| Tuition and Fees ³ | \$299,531 | \$345,856 | \$382,230 | \$394,470 | \$475,160 | \$1,897,247 |
| Other Funding | | | | | | |
| Total Revenue | \$309,531 | \$356,156 | \$393,157 | \$405,725 | \$486,753 | \$1,951,322 |

¹ This will be a reassignment of existing funding and will be a change in responsibility for 0.25 FTE of one office managerial profession. Adoptions of new technologies in the department will open a portion of this time that is currently used for hard copy paper tasks. As the program grows additional funding will come from dollars returned to the department for program credit.

² No new funding is being requested for this program.

³ Tuition and fees are based on student numbers of 25 (2020), 28 (2021), 30 (2022), 30 (2023 and 35 (2024). Dollar amounts are based on using a starting annual assistantship value of \$25,777 per student with a 2% increase each year with 38% for the tuition component plus the starting health insurance of \$2,186 per student and an 8% increase per year.

TO: The Board of Regents Addendum IX-A-4
Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Creation of the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to create the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at UNL

PREVIOUS ACTIONS: April 13, 2012 – The renaming of the Bachelor of Arts (BA) and Bachelor of Science (BS) majors and BA and BS minors in International Studies to the BA and BS majors and BA and BS minors in Global Studies at UNL was reported to the Board.

January 23, 2009 – The Board approved the renaming of the UNL Department of Anthropology and Geography to the Department of Anthropology.

January 16, 1999 – The renaming of the International Affairs major to an International Studies major in the UNL College of Arts and Sciences was reported to the Board.

EXPLANATION: The proposed School of Global Integrative Studies in the UNL College of Arts and Sciences will unite three existing programs – Anthropology, Geography, and Global Studies – into a single School with 18 faculty members. These three disciplines share a focus on human populations, but they differ in scholarly perspective. Teaching and research synergy among the fields will strengthen individual programs, attract intra- and extramural research collaborations, and bring about opportunities for graduates that will have an impact locally, nationally, and globally.

No new funds will be required to create the new school. Upon approval, the Department of Anthropology will no longer be considered an organizational unit.

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


PROGRAM COST: \$0

SOURCE OF FUNDS: Not applicable - the School Director's stipend will be reallocated from the Department of Anthropology (one of the programs being included in the new school).

SPONSORS: Richard E. Moberly
Interim Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED:



David S. Jackson
Interim Executive Vice President and Provost

DATE:

November 8, 2019

University of Nebraska-Lincoln

New Academic Unit

Academic units include colleges, departments, and schools
For Centers, Bureaus and Institutes use Centers form

I. Descriptive Information

| |
|---|
| Name of Institution Proposing New Academic Unit |
| University of Nebraska-Lincoln |
| Name of Proposed Academic Unit |
| School of Global Integrative Studies (SGIS) |
| Administrative Unit(s) for the new Academic Unit [e.g. college, division, etc.] |
| College of Arts and Sciences |
| Academic Programs to be Housed in the new Academic Unit |
| B.A. and B.S. in Anthropology, Geography and Global Studies M.A. in Anthropology and Geography Ph.D. in Geography |
| Programs (including grad certs) |
| Certificate in Forensic Anthropology Certificate in Geographic Information Science Certificate in Museum Studies |
| Proposed Date the New Unit will be Initiated |
| Fall 2020 |
| Date Approved by the Governing Board |
| <i>[leave blank]</i> |

Summary: The College of Arts and Sciences at the University of Nebraska-Lincoln proposes to create a School of Global Integrative Studies (SGIS) to be formed by a merger and re-envisioning of the Department of Anthropology, the Geography Program, and the Global Studies Program.

Since the existing Department and Programs are already demonstrably consistent with UNL, NU, and CCPE goals and missions, the newly designated School will be as well. Very little in the way of new resources is required, and upon formation of the new School some administrative savings will be realized.

II. Details

A. Purpose of the Proposed Unit:

The School of Global Integrative Studies (SGIS) in the College of Arts and Sciences at the University of Nebraska-Lincoln will unite three existing programs, Anthropology, Geography, and Global Studies, into a single School. The disciplines of Anthropology, Geography, and Global Studies share a focus on human populations, but they differ in scholarly perspective. The study of cultural and biological aspects of humans across time and space are the central foci of Anthropology. Geographers also study human populations, but with an explicit focus on how spatial variation in the natural and built environments affects human activities. Global Studies scholars examine social and political institutions, typically taking a comparative approach. Uniting Anthropology, Geography, and Global Studies in a single unit will foster an explicitly global and transdisciplinary perspective from which to examine issues connecting people across time and space. Teaching and research synergy between the fields will

strengthen individual units, attract intra- and extramural research collaborations, and bring about opportunities for graduates that will have an impact locally, nationally, and globally. As the human population has grown to 7.7 billion, connections and conflicts among previously more isolated cultures, ethnic groups, and nations affect all peoples. The goal of the new School is to prepare students for this ever more globally connected world.

B. Description of the Proposed Unit:

Scholarship: The School of Global Integrative Studies will leverage the strengths of the three disciplines to address in a creative and broadly interdisciplinary manner some of the grand challenges facing Nebraska and the world, many of them exacerbated by the continuing effects of global climate change and globalization. Some examples include:

- Cultural and geographic factors affecting population displacement, with implications for vulnerable populations and human trafficking, identity formation, heritage, human rights, and assimilation;
- Social inequalities, with implications for health and disease, environmental justice, and social/economic mobility;
- Environmental and cultural factors affecting sustainability and resilience, in both historic and contemporary populations, with implications for food security and conflict;
- Importance of national and transnational institutions on human populations and national identity;
- Geospatial methods, including Geographic Information Science, remote sensing, and spatial statistics, to address cultural, geographic, and environmental factors affecting human populations.

TABLE 1: CURRENT STRENGTHS OF COMPONENT UNITS OF THE PROPOSED SCHOOL OF GLOBAL INTEGRATIVE STUDIES

Anthropologists, Geographers, and Global Studies scholars all study human populations and cultures, but approach these topics from different perspectives. The strength of the School of Global Integrative Studies will be in exposing students and faculty to multiple research approaches, allowing synergies in scholarship and teaching that are difficult to nurture when programs are separately administered. From the table entries below it is clear that each program has special strengths to bring to the School of Global Integrative Studies. Once established the School of Global Integrative Studies will contribute transdisciplinary research addressing pressing global challenges and will provide cultural, global, and quantitative education to our students.

| UNIT | ANTHROPOLOGY | GEOGRAPHY | GLOBAL STUDIES |
|---|--|---|--|
| DISCIPLINARY FOCUS | Study of cultural and biological aspects of humans across time and space | Understanding how spatial variation in the natural and built environment affects human activities | Study of social and political institutions, using a comparative approach |
| DEGREES OFFERED | BA, BS, MA, 2 graduate certificates | BA, BS, MA, PhD, 1 graduate certificate | BA, BS |
| FACULTY | 8 tenure-line; 2.5 Professors of Practice; 0.67 FTE lecturer | 5 tenure-line; 1 Professor of Practice; 1.5 FTE lecturer | 1 Professor of Practice; 0.33 FTE lecturer |
| UNDERGRADUATE STUDENTS | 106 majors, 29 minors | 56 majors, 20 minors | 223 majors, 102 minors |
| FOCUS AREAS WITHIN THE UNDERGRADUATE MAJOR | Cultural Anthropology, Biological Anthropology, Archaeology | Human Geography, Environmental Geography, Regional Geography, Geospatial Techniques | Regional Specializations: Asia and Eurasia; Africa and Middle East; Europe; Latin America. Themes: Identity, Culture, and Society; Global Development and Service; Global Security and Foreign Policy; Global Resources and Environment; Human Rights. |

| | | | |
|--|--|---|---|
| GRADUATE STUDENTS | 24 M.A. | 9 M.A., 8 Ph.D. | |
| FOCUS AREAS WITHIN GRADUATE PROGRAM | Cultural Anthropology, Biological Anthropology, Archaeology | Historical Geography; Geography of the Great Plains; Political Geography; Cultural Geography | |
| FIELD SCHOOLS (GRADUATE AND UNDERGRADUATE STUDENTS) | Archaeology (locations vary; Nebraska Sand Hills 2018, Boulder Utah 2019) | Geography Field Tour (locations vary; western Nebraska 2018, Yellowstone 2019) | |
| EDUCATION ABROAD (UNDERGRADUATES) | Faculty led program in Honduras | | Faculty led programs in Belize, India, Belgium/Netherlands, Russia (in last 3 years) |
| INTERNSHIP OPPORTUNITIES (UNDERGRADUATES) | History Nebraska; National Park Service Midwest Archaeological Center; Defense POW/MIA Accounting Agency; Smithsonian Institution | Midwest Regional Office of the National Park Service | Asian Community and Cultural Center; Indian Center; People's City Mission; Matsudo Middle School, Chiba, Japan; UNL Programs in English as a Second Language; Nebraska Appleseed; Lincoln Literacy; Friends of Refugees; Washington D.C. Professional Enrichment Academy. |
| NATIONALLY COMPETITIVE STUDENT AWARDS (SINCE 2015) | 1 Fulbright | | 15 Fulbright Awards; 2 Boren Scholarships; 6 Critical Language Scholarships; >20 Gilman Scholarships; 1 Carnegie Junior Fellowship; 1 Truman Scholarship; 1 Udall Scholarship |
| UNDERGRADUATE AND GRADUATE STUDENT PRESENTATIONS AT MEETINGS (SINCE 2017) | 13 Nebraska Academy of Sciences; 4 American Anthropological Association; 6 specialty meetings of the American Anthropological Association; 7 Society for American Archaeology; 2 Computer Applications in Archaeology; 2 Digital Heritage International Conference | 6 Midwest Regional meeting of the American Association of Geographers; 4 National meeting of the American Association of Geographers | |
| FACULTY RESEARCH EXPERTISE | Archaeology of North and Central America, Greece, Caribbean; Digital Archaeology; Cultural Anthropology; Biological Anthropology; Zooarchaeology; Digital Humanities | Geography of the Great Plains; Historical Geography; Political Geography; Urban Geography; Human/Environment Interactions; Adaptation to Climate Change | Corporate Social Responsibility in the Global South |

| | | | |
|---|---|---|--|
| <p>EXISTING RESEARCH AND TEACHING PARTNERSHIPS</p> | <p>National Park Service Midwest Archaeological Center; Defense POW/MIA Accounting Agency; University of Nebraska State Museum; American School of Classical Studies, Athens; Salmon Pueblo Archaeological Research Collection/Salmon Ruins Museum; Copan Archaeological Park, ; Antiochia ad Cragum National Autonomous University of Honduras; archaeological site, Turkey; Center for Entrepreneurship, College of Business; Center for Digital Research in the Humanities, UNL; Honduran Institute of Anthropology and History; University of Glasgow</p> | <p>Center for Great Plains Studies; Community and Regional Planning Department, College of Architecture; School of Natural Resources, Institute for Agriculture and Natural Resources</p> | |
|---|---|---|--|

Undergraduate Education: The School of Global Integrative Studies will initially continue to offer undergraduate degrees in the component disciplines, including the BA and BS in Geography, BA and BS in Anthropology, and BA and BS in Global Studies. Currently each degree program is administered separately, although as an interdisciplinary major the Global Studies major, especially, draws from other disciplines, including Anthropology and Geography. Curriculum development, course scheduling, and teaching assignments will be more efficient in a single administrative unit. A single undergraduate advisor will serve all three majors, and will be better able to help students find their own best path through the curriculum.

Upon formation of the School, the director will convene an undergraduate curriculum committee tasked with enhancing the relevance and currency of the curriculum while leveraging our existing resources. New, transdisciplinary courses will be developed that will establish a common curricular foundation for all students in the School. For example, the disciplinary breadth of the School will be introduced through a new 200-level seminar, required of all majors, on how human culture and institutions interact with, and are affected by, the natural and built environment. A common capstone course will encourage undergraduates to engage in research and projects from the broad, interdisciplinary perspective embraced by the School. As the new curriculum is developed, a transdisciplinary major with disciplinary tracks may be developed.

Importantly, field courses and education abroad experiences are central to all three disciplines. An exciting contribution of the new School is that these experiences can be better coordinated, and often jointly run. For example, a summer field course in Iceland (titled Fire and Ice) will explore the physical environment of glaciers and hot springs (Geography), the culture that developed in this harsh environment (Anthropology and Geography), and the political relationship between a relatively isolated country and the rest of Europe (Global Studies). In addition, ongoing faculty-led trips with Global Studies will be adjusted to incorporate material and coursework relevant to Anthropology and Geography students (both undergraduate and graduate).

Graduate Education: The School of Global Integrative Studies will continue to offer the PhD in Geography, the MA in Geography, and the MA in Anthropology. UNL is unique as the only institution in Nebraska offering the PhD in Geography and MA in Anthropology. Our graduates in both Geography and Anthropology have successfully gone on to jobs in higher education, state and federal agencies, nonprofit organizations, and private

industry. However, where appropriate, for example in Cultural Anthropology and Human Geography (areas where our programs are already strong), graduate training will be integrated. Over time the PhD program will be re-envisioned to incorporate synergies in scholarship realized in the new School. Due to the merger of the three existing faculties, a larger faculty in the School will be able to support a larger and more collaborative graduate student population, synergistically contributing to the research productivity of students and faculty. In addition, existing connections between the programs comprising the School and other units on campus will be further developed. For example, the Community and Regional Planning Program in the College of Architecture has strong ties to the Geography Program, with common interests in human interactions in the built environment. These ties will be formalized in the School with a transdisciplinary graduate program that serves scholarship across units at UNL.

In addition, the School will continue to offer our existing and newly approved graduate certificates.

- Geographic Information Science: coursework (offered in conjunction with the School of Natural Resources) includes GIS, remote sensing, GPS, digital image analysis, and computer mapping techniques. Graduates with high-level skills in these methods are in strong demand, and the US Department of Labor forecasts an increasing number of jobs requiring these skills.
- Forensic Anthropology (pending approval): offered in conjunction with the Defense POW/MIA Accounting Agency (DPAA) located at Offutt Air Force Base, the federal agency tasked with identifying remains of US service members killed in on foreign soil. The DPAA employs ~45 forensic anthropologists and has plans to nearly double this number.
- Museum Studies (pending approval): offered in conjunction with the Nebraska State Museum. Coursework prepares students to work as display designers, administrators, and curatorial assistants in museums of all types.

Administration of the School of Global Integrative Studies: The School will be led by a Director. Faculty in the School will serve as Chairs and Members of the Graduate Program, the Undergraduate Program, Undergraduate Curriculum Committee, Graduate Curriculum Committee, Tenure and Promotion Committee, and other committees as deemed appropriate by the Director and Faculty. Administrative support will be provided by a 1.5 FTE Administrative Support Technician, business and grant support staff in the Oldfather Business Cooperative, and Arts and Sciences Computer Support staff. Finally, an Undergraduate Advisor is assigned to the School of Global Integrative Studies programs. These staff are already in place prior to formation of the School, but some reorganization of duties may be necessary.

The founding Director of the School of Global Integrative Studies will be Professor Sophia Perdikaris, who is currently Chair of the Anthropology Department. Professor Perdikaris joined the UNL faculty in January 2018; previously she was Chair of the Anthropology Department at City University of New York and director of the Human Ecodynamics Research Center from 2012 to 2017, where she worked and coordinated projects with faculty and students from 10 disciplines representing 15 countries. She also held an honorary position in the Geography Department at Edinburgh University from 2008 to 2012. Her interdisciplinary research and administrative experience will assist in the smooth operation of the School of Global Integrative Studies.

C. Plan for Implementation:

The School of Global Integrative Studies will be formed upon approval by the Board of Regents and faculty will work together to write by-laws for the School. However, the component units are already working closely together to coordinate undergraduate and graduate course offerings, and are in discussions surrounding common research interests. Tenure homes for tenured faculty will move to the School of Global Integrative Studies once the by-laws are in place. In fall of 2020 we will be submitting newly developed courses and undergraduate degree requirements for all three majors to the University Curriculum Committee.

The courses we propose include:

- a) a joint 200-level Seminar that orients students with theories and studies encompassed within Global Integrative Studies;
- b) a joint senior seminar/capstone (ACE 10) course that will be required of all majors in the School; and
- c) two 1-credit joint courses (required at different points along the degree plan, with one completed in the first 2 years in the program and the other in the second two years of the program) that will focus on academic and professional development.

Once approved, newly developed courses and degree requirements will be active for all students entering the different units in the fall of 2020. All students who entered the respective majors prior to formation of the school will have an option of being grandfathered into the new School with original degree requirements. Similarly, to address course and degree needs for graduate students in the School, a committee will convene in the fall of 2019 to discuss and ultimately recommend changes which will then be submitted to the University Curriculum Committee for implementation in the fall of 2021.

Table 2: Timeline for Implementation of School of Global Integrative Studies

| | | 2018-2019 AY | 2019-2020 AY | 2020-2021 AY | |
|--|--|---|---|--|--|
| Tasks | Faculty Hires in Forensic Anthropology (1) and Environmental Geography (2) | | Current students grandfathered into School, complete existing programs. | | |
| | SGIS Proposal Writing and Submission | | New Course and Curriculum Development for Undergraduate and Graduate programs | New Course Submission to UCC | |
| | | | Establish Faculty Research Development Working Group | | Approval of course and degree changes by UCC |
| | Transition to administrative integration of units | | Establishment of joint undergraduate curriculum committee, coordination of revised curriculum | Full administrative integration in place | |
| | | | Establishment of joint graduate committee, coordination of graduate curricula across programs | | |
| Transition to new faculty governance structure | | Establish committee to develop School bylaws and governance structure | Finalize and ratify School bylaws and governance document | | |

III. Review Criteria

A. Centrality to UNL Role and Mission

The individual programs that are coming together in the School of Global Integrative Studies have all made important contributions to the University of Nebraska system mission of teaching, research, and service, and have provided leadership through quality education and the generation of knowledge. In addition, all three component programs have strong connections to institutions throughout the state of Nebraska. For example, Anthropology works closely with History Nebraska (formerly the Nebraska State Historical Society) and the National Park Service Midwest Archaeological Center. Geography also works with the National Park Service, and with the Center for Great Plains Studies has produced Atlases of the Great Plains and of Nebraska. Global Studies students regularly have internships with local agencies and organizations including the Lincoln Literacy, ACLU of Nebraska, Lutheran Family Services and many others. In establishing the School of Global Integrative Studies we seek to capitalize on each program's strengths to facilitate interdisciplinary teaching, research collaborations, and external funding. Globalization has increased the need for inter-cultural communication focused on politics, business, people, and the economy. Consistent with the UNL mission, we will train students from Nebraska, the nation, and beyond, preparing them for an increasingly global world.

B. Relationship of the proposal to the NU Strategic Framework

GOAL 1-Access and affordability: The School of Global Integrative Studies will provide high quality, affordable undergraduate and graduate programs that do not exist at other universities in Nebraska. In particular, our transdisciplinary approach to global issues will attract students to UNL who otherwise might leave the state. Moreover, our graduate certificates in GIS, Forensic Anthropology, and Museum Studies will be offered online (and in-person) and thus will be accessible to students well beyond Lincoln.

GOAL 2-Quality academic programs: The School of Global Integrative Studies will provide global experiences and broader global understanding to our students, an important NU strategic goal. Excellent teaching and mentoring are already embedded in our existing Anthropology, Geography, and Global Studies programs, and will only be enhanced by our new transdisciplinary perspective. School-wide integrative courses built into degree requirements for undergraduate and graduate students will bring students and faculty together. In addition, bringing these programs together in the new School of Global Integrative Studies will allow all of our faculty and students to benefit from our broad expertise. For example, GIS methods (currently in Geography) will be more accessible to Anthropologists and Global Studies students, advising students for Fulbright and other competitive national scholarships (currently an impressive strength of Global Studies) will be more accessible to Geographers and Anthropologists, and expertise in the development of field schools (a strength of Anthropology) will spread to Geography and Global Studies.

GOAL 3-Workforce and economic development: Demand for graduates with global, cultural, and research experience is strong. Indeed, UNL students graduating with undergraduate and graduate degrees in Geography, Anthropology, and Global Studies have found employment with state and federal agencies, non-profit organizations, and the private sector. As our programs become integrated, and our students develop expertise across the disciplines, we expect demand for our students will increase. Moreover, as our graduate certificate programs are more fully developed in the School of Global Integrative Studies we expect that demand for the specific skill sets we offer will climb. For example, the U.S. Department of Labor has identified geographic and geospatial skills, museum studies, forensic science experts, and cross-cultural communication and language proficiency, as areas of faster than average job growth, and there is a widening gap between the number of job openings for those with this training and the number of suitably experienced job candidates (at both the undergraduate and graduate levels). Students with these skills and broad global experiences will be especially competitive on the job market.

GOAL 4-Research growth: Anthropology and Geography already have a long history of producing nationally and internationally recognized research and scholarly activity. Geography faculty are well-known for their unique place-based research relevant to the citizens of Nebraska, publishing, for example, award-winning books on the Plains Indians and atlases of Nebraska, the Great Plains, and the 2016 elections. Anthropology faculty have expertise in digital archaeology, the archaeology and cultural anthropology of the Caribbean, Arctic, Amazon, Mediterranean, Mayan, and American Southwest, and have been awarded grants by the National Science Foundation, the National Endowment for the Humanities, and the Andrew W. Mellon Foundation. This spring we hired two Environmental Geographers and a Forensic Anthropologist on tenure-leading lines who will add to existing faculty expertise and expand opportunities for collaborative research and the acquisition of external grants. To ensure integration of research efforts across the new School of Global Integrative Studies the Director will charge a Faculty Research Development Working Group that will work to develop local, national, and international collaborations and grants. We anticipate significant research growth through shared technology, including support from the Center for Digital Research in the Humanities (Anthropology Professors Carrie Heitman and Heather Richards-Rissetto are both Fellows and Heitman is co-director of CDRH), the existing Digital Labs in Anthropology, and the Geographic Information System (GIS) Lab (see below, under F.2.). Research partnerships with local, national, and international agencies (see below, under GOAL 5) will provide a foundation for expanding research opportunities that will be highly attractive to future faculty and students.

GOAL 5-Engagement with the State: The School of Global Integrative Studies faculty and students will continue to be actively engaged in outreach activities, partnerships, and internships across Nebraska, and indeed, nationally and internationally. Examples of ongoing programs that will be expanded across the School include:

- Student internships (with local non-profits such as Nebraska Appleseed, the Indian Center, Lincoln Literacy; UNL Programs in English as a Second Language; Washington DC Professional Enrichment Academy; local museums and agencies; internationally with Matsudo Junior High School in Japan).
- Research partnerships with the History Nebraska, the National Park Service Midwest Archaeological Center, the Defense POW/MIA Accounting Agency, the Salmon Pueblo Archaeological Research Collection, and internationally with Copan Maya in Honduras and the American School of Classical Studies in Athens, Greece.
- Collaborations with the Center for Great Plains Studies focused on Nebraska and the Great Plains (e.g. the recently published Atlas of Nebraska).
- Outreach activities (e.g. weather- and climate-focused educational websites that reach thousands of viewers each day, Weatherfest for families, and Weather Camp for middle school students; Social Justice Community Organization Fair connecting local social justice organizations and students/faculty; Global Opportunities Fair connecting local businesses and organizations with internationally minded mission with students/faculty).

GOAL 6-Accountability: The School of Global Integrative Studies will be administered cost-effectively, and will work hard to maximize both efficient use of resources and student achievement.

- Assessment of educational programs: The School of Global Integrative Studies will thoughtfully participate in campus assessment activities including ACE assessment, Biennial Undergraduate Program Assessment, and Academic Program Reviews, as required by UNL policy. These assessments ensure that we are working to continuously improve instruction and the student experience.
- Efficient resource use: By combining Geography, Anthropology, and Global Studies into a single academic unit efficiencies of scale and administrative savings will be realized and reinvested in the academic programs.
- Alumni support and fund raising: Both Geography and Anthropology have small endowed funds held by the NU Foundation. These funds are primarily used to support student research, travel, and tuition. In addition, the Anthropology Department has an active Alumni and Friends Advisory Board (AFAB) which raises funds to support outstanding students and departmental initiatives. At their most recent board

meeting on October 4, 2018 the AFAB enthusiastically agreed to the formation of the School and to welcome members who are active supporters of Geography and Global Studies.

- External support: Synergies among faculty with common interests in human culture and the interaction of human populations with the natural and built environment will lead to additional external funding for School of Global Integrative Studies programs.

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

The Comprehensive Statewide Plan for Post-Secondary Education lists five over-arching goals: meeting the needs of students, meeting the needs of the State, meeting needs by building exemplary institutions, meeting needs through partnerships and collaboration, and facilities planning to meet educational needs (<https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/COMP%20PLAN-updated%20October%202018.pdf>). The School of Global Integrative Studies will contribute directly to the first four of these goals.

Meeting the educational needs of students: The School of Global Integrative Studies will be student-centered and will create an inclusive environment, thus fostering student success. Students will graduate from our program with intercultural experiences, critical thinking skills, and quantitative skills. This combination will make students highly competitive in the 21st century global market place.

Meeting the needs of the state: The Nebraska economy is deeply intertwined with the global economy, and for this reason it is critical that UNL provide educational experiences that prepare students to understand global issues. The School of Global Integrative Studies coursework, global experiences, internships, and co-curricular programming all contribute to better cultural competency and global awareness.

Meeting needs by building exemplary institutions: Exemplary institutions are made up of exemplary academic units training students for the global economy. The mission of the School of Global Integrative Studies is explicitly to prepare students for an increasingly connected world. Exemplary institutions also efficiently use limited resources. Combining Geography, Anthropology, and Global Studies in a single academic unit will reduce administrative costs, increase efficiency of course offerings, and broaden the availability of internships and international field experiences.

Meeting needs through partnerships and collaboration: Opportunities for internships with local agencies and non-profit organizations and research partnerships with state and federal agencies will increase in the School of Global Integrative Studies.

D. Evidence of Need and Demand

Demand for programs that will be incorporated into the School of Global Integrative Studies is already strong, with 385 BA and BS, 33 MA, and 8 PhD students enrolled. Furthermore, the component units currently teach more student credit hours than many units on campus, and Geography teaches more student credit hours/FTE than any other unit on campus. These numbers demonstrate there is a strong demand for degrees that prepare students to address global challenges using an interdisciplinary skillset (including understanding human cultures and geospatial analysis methods, for example). We expect that the explicitly interdisciplinary experiences provided in the School of Global Integrative Studies will attract an increasing number of students at both the undergraduate and graduate levels.

As noted above, the US Department of Labor forecasts increasing demand for students with geospatial skills (GIS, remote sensing, geospatial statistics; +19%), museum studies (+13%), forensic anthropology (+17%), and cross-cultural competency and foreign language proficiency (+18%). The growth rates for these skill sets are much higher than the national average of +7% for all careers. The School of Global Integrative Studies will train

students in these methods and concurrently provide students with opportunities outside of the classroom to increase their competitiveness upon job market entry.

E. Avoidance of Unnecessary Duplication

No other University of Nebraska campus, nor any other college or university in Nebraska, has an academic unit that intentionally creates synergy among disciplines focused on human culture and human interaction with the natural and built environment in the way we propose for the School of Global Integrative Studies. At UNO Anthropology is joined with Sociology, Geography is a stand-alone department, and International Relations is a cross-departmental major. UNK offers individual undergraduate degrees in Geography and International Studies, but not Anthropology. None of these programs offers the Ph.D., and none offers the integrative, interdisciplinary approach proposed by the new School. Its focus is unique not only on the local and state level, but also within the Big10 Conference. Beyond the Big10, Arizona State University, Colorado State University, and California State University-Monterey Bay have interdisciplinary schools with some similarity to the School of Global Integrative Studies. Notably, these interdisciplinary schools have generated considerable momentum and visibility of the sort we hope to attain with the UNL School of Global Integrative Studies.

F. Adequacy of Resources:

1. **Faculty/Staff:** Successful faculty searches for a Forensic Anthropologist and two Geographers with specializations in Human/Environment Interactions have been completed along with a 0.5 PoP position with a specialization in medical anthropology. By the time the School is approved and implemented, we will have 18 permanent faculty and several additional lecturers. In addition, the School will have a 1.5 FTE administrative staff person, 0.25 FTE teaching lab coordinator, 1.0 FTE assigned undergraduate advisor, and business and computer support from the centralized College of Arts and Sciences business unit. These personnel will be sufficient to meet current student demand.
2. **Physical Facilities and Equipment:** Space already assigned to the component programs will be sufficient to meet current needs of the School of Global Integrative Studies. Administrative, faculty, and shared graduate student offices are on the 8th and 9th floors of Oldfather Hall on UNL's City Campus. Geospatial and digital research labs (including GIS, 3D exploration and virtual reality, and scanning), as well as small meeting and video-conferencing rooms are also on the 8th and 9th floors of Oldfather. Archaeology teaching labs are located in 128 and 129 Bessey Hall, Physical Geography and Digital teaching labs are located in Burnett 126 and 127, and zooarchaeology research labs are located in Manter 12 and 13.

The College is in the process of creating a state-of-the-art GIS research lab. This facility, together with the GIS/digital classroom in Burnett, are critical for a successful graduate study and training in Geospatial Information Science, as well as for cutting edge research by School of Global Integrative Studies faculty and graduate students. Our key partner in this endeavor is the School of Natural Resources.

3. **Instructional Equipment and Informational Resources:** see physical facilities and equipment.
4. **Budget Projections**
See attached budget tables.

APPENDICES

- A. Memo of Understanding: Anthropology, Geography and Global Studies (School of Global Integrative Studies) College of Arts and Sciences and the College of Agricultural Sciences and Natural Resources for the GIS certificate.

- B. Support Letters
Tiffany Heng-Moss, Dean, College of Agricultural Sciences and Natural Resources, UNL
Sophia Perdikaris, Chair, Department of Anthropology, UNL
Diana Pilson, Former Interim Director, Geography Program, UNL Radha Balasubramanian, Former Director, Global Studies Program, UNL John Carroll, Director, School of Natural Resources, UNL

- C. Faculty Curricula Vitae (available upon request)

**Memorandum of Understanding
between the
Anthropology, Geography and Global Studies (School of Global Integrative Studies)
College of Arts and Sciences
and
the College of Agricultural Sciences and Natural Resources**

The College of Arts and Sciences (CAS) has proposed a new School of Global Integrative Studies (SGIS) that will bring together three units: the Department of Anthropology, the Geography Program, and the Global Studies Program.

While most courses to be offered through SGIS are specific to the Anthropology, Geography, and Global Studies majors, faculty in SGIS recognize that faculty expertise and courses offered in CASNR will contribute to and enhance the Certificate in Geographic Information Science program.

This Memorandum of Understanding (MOU) establishes the following:

- IANR will support the request from CAS and faculty in Anthropology, Geography, and Global Studies to establish a School of Global Integrative Studies;
- The parent/home unit for the Certificate in Geographic Information Science program will be the Geography Program until SGIS is established, at which point SGIS will be the parent/home unit.
- The Certificate in Geographic Information Science Curriculum Committee will include representatives from SNR to ensure a collaborative partnership between faculty in SNR/CALMIT/CASNR and CAS in the area of Geographic Information Science. Once the school is approved, the name of the committee will become the GIS Curriculum Committee.
- The GIS Curriculum Committee will draft operating procedures that include CASNR and develop specific pathways for faculty in CASNR to contribute to and explore opportunities for expanding the options under the Certificate in Geographic Information Science program for students in both Colleges.

Amendments to this Memorandum of Understanding will be, if deemed necessary by either SNR/CASNR or CAS, negotiated annually. This Memorandum of Understanding shall commence when properly signed by all parties.



Dr. Sophia Perdikaris, Chair
Department of Anthropology, Geography, and Global Studies

6/28/19

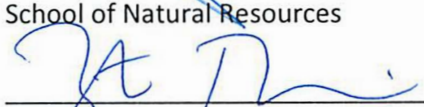
Date



Dr. John Carroll, Director
School of Natural Resources

28 Jun 19

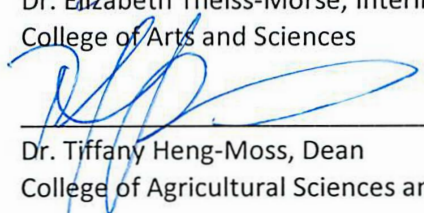
Date



Dr. Elizabeth Theiss-Morse, Interim Dean
College of Arts and Sciences

6/28/19

Date



Dr. Tiffany Heng-Moss, Dean
College of Agricultural Sciences and Natural Resources

6/28/19

Date

TO: Elizabeth Theiss-Morse, Interim Dean, College of Arts and Sciences

FROM: Tiffany Heng-Moss, Dean, College of Agricultural Sciences and Natural Resources



DATE: June 28, 2019

RE: Proposal to establish the School of Global Integrative Studies

The College of Agricultural Sciences and Natural Resources supports the proposal submitted by the College of Arts and Sciences and faculty in Anthropology, Geography, and Global Studies to establish a new School of Global Integrative Studies. We look forward to continuing to strengthen and expand our collaborative partnership with the College of Arts and Sciences.

September 12, 2018

To whom it may concern:

On behalf of the Anthropology faculty I am writing this letter in support of the proposal to establish the School of Global Integrative Studies (SGIS) in the College of Arts and Sciences. The vote to proceed with SGIS was unanimous in today's meeting. Anthropology, Geography, and Global Studies have natural synergies and a school structure will allow all the programs to benefit from each other for mutual growth and better support for our students. The certificates, options and degrees will foster a vibrant intellectual community and allow for cutting edge transdisciplinary research in current issues addressing people, space and time. While it is understood that it will take time and work to adjust to this new structure, it is welcomed and all are looking forward.

The unanimous consensus of the faculty is that merging with Geography and Global Studies will create opportunities that would otherwise not be available, such as the presence of a Ph.D. in Geography and the plethora of majors in Global Studies. SGIS is an administrative and academic advantage that is well positioned to perform well under changing funding climates such as RCM, and will allow faculty and students to thrive in a well structured collegial, transdisciplinary environment that is forward thinking and align with the vision of N150.

Sincerely,



Sophia Perdikaris
Professor and Chair
Anthropology

February 6, 2019

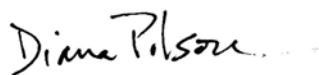
To whom it may concern:

On behalf of the Geography faculty I am writing this letter in support of the proposal to establish a School of Global Integrative Studies (SGIS) in the College of Arts and Sciences. Because the disciplines of Anthropology, Geography, and Global Studies share a focus on human populations, the merger of these units to form the SGIS will foster an explicitly global and transdisciplinary perspective from which to examine issues connecting people across time and space. Geography faculty are excited about synergies in teaching and research that will be created in the SGIS.

Currently there are 3.75 faculty and 1.5 lecturers in Geography, with searches for two additional faculty underway. Even with these new hires the Geography Program will be small, and operating as an independent academic unit would be challenging. Thus, the merger with Anthropology and Global Studies will bring both disciplinary synergies and administrative efficiencies. Geography faculty are excited that the SGIS will have dedicated administrative support staff, a full-time undergraduate advisor, and a research lab outfitted with computers and state-of-the-art geospatial equipment and software. Geography faculty have already benefited from interactions with Anthropology and Global Studies faculty, and new research areas are being explored. Such staff support, research equipment, and focused interactions would be difficult or impossible to attain if Geography remained as a separate small unit.

Geography faculty discussed the proposed SGIS at two separate faculty meetings in fall 2018, one that was attended by Interim Dean of Arts and Sciences Beth Theiss-Morse who answered questions about the proposed School. The unanimous consensus of the faculty is that merging with Anthropology and Global Studies will create opportunities not available to a small stand-alone Geography Program. In sum, Geography faculty are excited about the new SGIS, and are looking forward to belonging to a cohesive, collegial, and interdisciplinary academic unit.

Sincerely,



Diana Pilson
former Interim Director, Geography Program

To whom it may concern

Feb 11, 2019

I am writing this letter in support of the formation of the School of Global Integrative Studies (SGIS) by merging Global Studies Program, Department of Anthropology and Department of Geography. The idea came at a time, when I had announced my retirement from UNL in the fall of 2018, and subsequently the position of the Director of Global Studies, that I had held from 2015-18, fell vacant in December 2018. In those three years Global Studies became a very strong student-oriented program with only one full-time Professor of Practice to teach, advise and coordinate, besides me as the non-teaching Director. On occasion, we hired a part-time lecturer, and when the major and minor numbers doubled, we hired a part-time advisor to advise the large number of students. By the time I left, the program had about 230 majors and over a hundred minors. It became very clear that such a strong program with the most number of prestigious scholarships and awards (for e.g. Fulbright, Gilman, Boren, etc.), needed more support from the administration to let it grow to greater heights.

In November 2018, before I retired, there were a couple of meetings with Deans Beth Theiss-Morse and Priscilla Hayden-Roy about the prospect of merging the Anthropology, Geography and Global Studies into a single unit. I welcomed the idea as it had the potential to foster an explicitly global and transdisciplinary perspective from which one could examine issues connecting people across the world. In addition, the School could create exciting new collaborations in teaching and research that would otherwise be difficult to cultivate, if the units remain separate departments or programs. I was particularly happy that the lone professor in Global studies will belong to a bigger unit and could work with professors with slightly different, but similar interests from the departments of Geography and Anthropology.

There is a cohesiveness to the SGIS's mission, as the three units study human populations from different perspectives: spatial, cultural, social and political. This common goal will certainly foster new joint collaborations among faculty in many aspects of teaching and research. The students in the three programs will feel energized with more options to learn and develop, as they will belong to a larger unit with more choices. As the former Director of Global studies, I am excited about the creation of the School of Global Integrative Studies and enthusiastically support the formation of this interdisciplinary School in the College of Arts and Sciences. With my best wishes,

Sincerely,



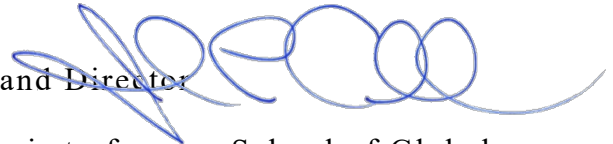
Radha Balasubramanian,

Former Director Global Studies and Professor Emeritus Department of Modern Languages and Literatures.

7 February 2019

To: UNL Administration

From: Dr. John P. Carroll, Professor and Director

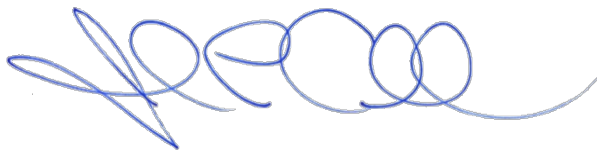


Regarding: Proposal by Dr. Sophia Perdikaris to form a School of Global Interdisciplinary Studies

I am writing in support of this proposal and view my School as a future willing partner. Our relationship to this School idea is related to our years of managing the UNL geography program within SNR. Geography is one of the proposed programs within the new School. After Geography was brought back to the College of Arts and Sciences the difficulty of reframing the program when much of the science side of it remained in IANR became very apparent. This idea of focusing the new Geography program within this umbrella is brilliant and is a path to future success. My spatial and remote sensing team sees the new School as an important and complimentary partner as we continue to develop the science of spatial analysis and remote sensing here in SNR.

Again, we are fully supportive of this plan and excited to partner with the new School in the future.

Sincerely,



John P. Carroll, PhD
Director and Professor
Jcarroll2@unl.edu

**TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT
UNL School of Global Integrative Studies**

| | (FY2020) Year 1 | | (FY2021) Year 2 | | (FY2022) Year 3 | | (FY2023) Year 4 | | (FY2024) Year 5 | | Total Cost |
|------------------------------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|--------------------|-------------|-----------------------|
| | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | FTE | Cost | |
| Personnel | | | | | | | | | | | |
| Faculty | | | | | | | | | | | |
| Non-teaching staff: Professional | | | | | | | | | | | |
| Graduate Assistants | | | | | | | | | | | |
| Non-teaching staff: Support | | | | | | | | | | | |
| Subtotal | 0.0 | \$0 | 0.0 | \$0 | 0.0 | \$0 | 0.0 | \$0 | 0.0 | \$0 | \$0 |
| Operating | | | | | | | | | | | |
| General Operating | | | | | | | | | | | |
| Equipment | | | | | | | | | | | |
| New or Renovated Space | | | | | | | | | | | |
| Library/Information Resources | | | | | | | | | | | |
| Other | | | | | | | | | | | |
| Subtotal | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |
| Total Expenses ¹ | | \$0 | | \$0 | | \$0 | | \$0 | | \$0 | \$0 |

¹ No new expenses are projected; the School Director's stipend will be reallocated from the Department of Anthropology (one of the programs being included in the new school).

**TABLE 2: PROJECTED REVENUES - NEW ORGANIZATIONAL UNIT
UNL School of Global Integrative Studies**

| | (FY2020) Year 1 | (FY2021) Year 2 | (FY2022) Year 3 | (FY2023) Year 4 | (FY2024) Year 5 | Total |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| | | | | | | |
| Existing Funds | | | | | | |
| Required New Public Funds | | | | | | |
| 1. State Funds | | | | | | |
| 2. Local Funds | | | | | | |
| Tuition and Fees | | | | | | |
| Other Funding | | | | | | |
| Total Revenue | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

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

MEETING DATE: December 5, 2019

SUBJECT: Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at UNL:

| <u>Meals/Week</u> | <u>2020-21</u> | <u>2021-22</u> | <u>2022-23</u> |
|-------------------|----------------|----------------|----------------|
| All-Access | \$ 12,185 | \$ 12,551 | \$ 12,928 |

The rates are for double occupancy in traditional-style renovated halls and the all-access plan, which is the most prevalent rate used today. Rates would increase up to 3.0% annually for each of the three years from 2020-21 through 2022-23. The Returning Student Discount applies to occupancy in all traditional-style and suite-style halls.

PREVIOUS ACTION: November 20, 2014 – The Board of Regents approved a 3.5% annual increase of double-occupancy room and board rates for academic years 2015-16 through 2019-20.

| <u>Meals/Week</u> | <u>2015-16</u> | <u>2016-17</u> | <u>2017-18</u> | <u>2018-19</u> | <u>2019-20</u> |
|-------------------|----------------|----------------|----------------|----------------|----------------|
| 7 Day Plan | \$ 10,310 | \$ 10,670 | \$ 11,044 | \$ 11,430 | \$ 11,830 |

EXPLANATION: After an analysis of the current and projected revenues and expenditures for the operation of the residence halls, the proposed annual rate increase up to 3% will generate adequate revenues to cover operations and projected debt service planned through the 2022-23 fiscal year. The proposed rates assume a flat occupancy level of 92%. Even with the proposed increases, UNL remains competitive among both peer and other Big Ten institutions.

The rate increases will help cover cost increases for employee compensation, utilities, food, supplies and other operating expenses. These rates also support the debt service required for University Housing, achieving a debt service ratio of at least 1.40.

The above rates are the basic room and board charges for renovated traditional-style residence halls, to which all other housing rates are then related – suite-style, apartment-style and special halls. The percentage increase in rates for these other facilities may be higher or lower than those stated above for the standard plans, depending upon unique features that call for a special rate and contract.

The proposed rates were reviewed by the Business Affairs Committee.

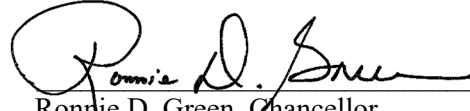
PROJECT COST: None

SPONSORS:

Laurie Bellows
Interim Vice Chancellor for Student Affairs

William J. Nunez
Vice Chancellor for Business & Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

November 8, 2019

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

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Residence Hall Room Rates for Academic Years 2020-21, 2021-22 and 2022-23 at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for Academic Years 2020-21 through 2022-23 at UNO.

PREVIOUS ACTION: December 5, 2017 – The Board of Regents approved an up to 3% annual average rate increase for student housing rates at Scott Court, Scott Village, Maverick Village and University Village for the 2018-19, 2019-20 and 2020-21 academic years at the University of Nebraska at Omaha

November 20, 2014 - The Board of Regents approved an up to 3.4% annual average rate increase for student housing at Scott Court, Scott Village, Maverick Village and University Village for the 2015-16, 2016-17 and 2017-18 Academic Years at the University of Nebraska at Omaha.

EXPLANATION: The table below shows planned rates for Academic Year 2020-21 through 2022-23

2020-21 Planned Rates

| Payment Plan | Housing Complex | | | |
|--------------|-----------------|---------------|------------------|--------------------|
| | Scott Court | Scott Village | Maverick Village | University Village |
| Monthly | \$ N/A | \$7,620 | \$ N/A | \$ N/A |
| Semi-Annual | 7,740 | 7,440 | N/A | N/A |
| Annual | 7,620 | 7,320 | 7,550 | N/A |
| 9 Month | 6,900 | N/A | 6,700 | 6,164 |

2021-22 Planned Rates:

| Payment Plan | Housing Complex | | | |
|--------------|-----------------|---------------|------------------|--------------------|
| | Scott Court | Scott Village | Maverick Village | University Village |
| Monthly | \$ N/A | \$7,849 | \$ N/A | \$ N/A |
| Semi-Annual | 7,972 | 7,663 | N/A | N/A |
| Annual | 7,849 | 7,540 | 7,777 | N/A |
| 9 Month | 7,107 | N/A | 6,901 | 6,349 |

2022-23 Planned Rates:

| Payment Plan | Housing Complex | | | |
|--------------|-----------------|---------------|------------------|--------------------|
| | Scott Court | Scott Village | Maverick Village | University Village |
| Monthly | \$ N/A | \$8,084 | \$ N/A | \$ N/A |
| Semi-Annual | 8,211 | 7,893 | N/A | N/A |
| Annual | 8,084 | 7,766 | 8,010 | N/A |
| 9 Month | 7,320 | N/A | 7,108 | 6,539 |

The proposed rates will generate the income required to cover obligations while managing the cost to students. The rates reflect a 3% annual increase each academic year.

The above-noted rates are the basic room and board charges for traditional residence halls, to which all other housing rates are then related – break housing, suites, etc. The percentage increase in rates for these other special contracts may be higher than those stated above for the standard plans, depending upon the unique features that call for a special rate and contract.

The rate increases will help cover cost increases for employee compensation, utilities, food, supplies and other operating expenses. These rates will also support the debt service as well as continued investment to address deferred maintenance needs.

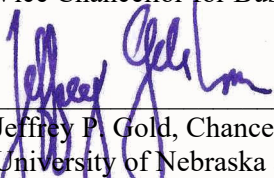
The proposed rates were reviewed by the Business Affairs Committee.

SPONSORS:

Dan Shipp
Vice Chancellor for Student Success

Douglas A. Ewald
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE:

November 8, 2019

TO: The Board of Regents

Addendum IX-B-3

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Residence Hall Room and Board Rates for the Academic Years' 2021-23 at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the University of Nebraska at Kearney (UNK)

| Double Room+ | <u>2020-2021</u> | <u>2021-2022</u> | <u>2022-2023</u> |
|-------------------|------------------|------------------|------------------|
| <u>Meals/Week</u> | | | |
| Loper | \$ 10,192 | \$ 10,498 | \$ 10,813 |
| Gold | 10,094 | 10,397 | 10,709 |
| Blue | 9,850 | 10,146 | 10,450 |

PREVIOUS ACTION: December 5, 2017 – The Board of Regents approved the following Room and Board rates for double occupancy for the 2020-21 Academic Years.

| Double Room+ | <u>2020-2021</u> |
|-------------------|------------------|
| <u>Meals/Week</u> | |
| Loper | \$ 10,192 |
| Gold | 10,094 |
| Blue | 9,850 |

EXPLANATION: After an analysis of the current and projected revenues and expenditures for the operation of the residence halls, the proposed annual rate increase up to 3% will generate adequate revenues to cover operations and projected debt service planned through the 2022-23 fiscal year. Even with the proposed increases, UNK remains competitive among both peer institutions.

The rate increases will help cover cost increases for employee compensation, utilities, food, supplies and other operating expenses. These rates also support the debt service required for University Housing, achieving a debt service ratio of at least 1.40.

The above-noted rates are the basic room and board charges for traditional residence halls, to which all other housing rates are then related – break housing, suites, Antelope/Nester Hall suite living, etc. The percentage increase in rates for these other special contracts may be higher than those stated above for the standard plans, depending upon the unique features that call for a special rate and contract.

The proposed rates were reviewed by the Business Affairs Committee.

PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR: Jon C. Watts
Vice Chancellor for Business & Finance

RECOMMENDED: 
Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: November 8, 2019

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

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Residence Hall Room and Board Rates for the Academic Years' 2021-23 at the Nebraska College of Technical Agriculture (NCTA)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for the Academic Years 2021-23 at the Nebraska College of Technical Agriculture (NCTA)

| East or West Hall | | | |
|-------------------------------|------------------|------------------|------------------|
| <u>Traditional Rooms</u> | <u>2020-2021</u> | <u>2021-2022</u> | <u>2022-2023</u> |
| Single Occupancy | \$ 3,543 | \$ 3,649 | \$ 3,758 |
| Double Occupancy | 2,365 | 2,436 | 2,509 |
| <u>Aggie West Hall</u> | | | |
| Single Occupancy | \$ 4,336 | \$ 4,466 | \$ 4,600 |
| Double Occupancy | 2,930 | 3,018 | 3,108 |
| <u>Aggie Central Hall</u> | | | |
| Four Person Suite | \$ 3,386 | \$ 3,488 | \$ 3,592 |
| Two Person Suite | 5,254 | 5,412 | 5,574 |
| <u>Meal Plans</u> | | | |
| 5 per week | \$ 1,158 | \$ 1,192 | \$ 1,228 |
| 14 per week | 3,244 | 3,342 | 3,442 |
| 18 per week | 4,170 | 4,296 | 4,424 |
| 21 per week | 4,864 | 5,010 | 5,160 |

PREVIOUS ACTION: The Board of Regents approved the following Room and Board rates for the 2019-20 Academic Year.

| East or West Hall | |
|-------------------------------|------------------|
| <u>Traditional Rooms</u> | <u>2019-2020</u> |
| Single Occupancy | \$ 3,440 |
| Double Occupancy | 2,296 |
| <u>Aggie West Hall</u> | |
| Single Occupancy | \$ 4,210 |
| Double Occupancy | 2,844 |
| <u>Aggie Central Hall</u> | |
| Four Person Suite | \$ 3,286 |
| Two Person Suite | 5,100 |
| <u>Meal Plans</u> | |
| 5 per week | \$ 1,124 |
| 14 per week | 3,150 |
| 18 per week | 4,050 |
| 21 per week | 4,722 |

EXPLANATION:

The proposed rates will generate the income required to cover obligations while managing the cost to students. The rates reflect a 3% annual increase each academic year.

The above-noted rates are the basic room and board charges for traditional residence halls, to which all other housing rates are then related – break housing, suites, etc. The percentage increase in rates for these other special contracts may be higher than those stated above for the standard plans, depending upon the unique features that call for a special rate and contract.

The rate increases will help cover cost increases for employee compensation, utilities, food, supplies and other operating expenses. These rates will also support the debt service related to the NCTA housing facility renovation and construction projects, as well as continued investment to address deferred maintenance needs.

The proposed rates were reviewed by the Business Affairs Committee.

PROJECT COST:

None

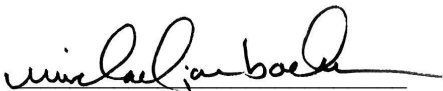
SOURCE OF FUNDS:

N/A

SPONSOR:

Kelly Bruns
Interim Dean, NCTA

RECOMMENDED:



Michael J. Boehm

Vice President for Agriculture and Natural Resources, NU
Harlan Vice Chancellor for IARN, UNL

DATE:

November 8, 2019

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

MEETING DATE: December 5, 2019

SUBJECT: Construction Contract for Mabel Lee Hall Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve execution of a Standard Form Construction Agreement for Mabel Lee Hall Replacement at UNL

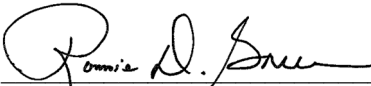
PREVIOUS ACTION: May 17, 2019- The Business Affairs Committee approved the Intermediate Design for Mabel Lee Hall Replacement at UNL
January 25, 2019- The Board of Regents approved a budget increase of \$6 million for the Mabel Lee Hall Replacement at UNL
March 29, 2018- Report of Business Affairs Committee approval of the Program Verification and change to Mabel Lee Hall Replacement at UNL
June 1, 2017- The Board of Regents approved the Program Statement and Budget for Mabel Lee Hall Renovation at UNL

EXPLANATION: This item seeks approval to execute the University of Nebraska Standard Form Construction Agreement for construction services on Mabel Lee Hall Replacement. Current Board of Regent policy reserves authority to approve and execute construction contracts over \$5 million.
The Design-Bid-Build delivery method was approved with the Program Statement. The current approved budget includes \$36,450,000 for construction costs with approximately \$33,110,000 designated for the General Contractor.
A public bid will be held on or around December 12, 2019. If results allow for award within project schedule and budget, a contract will be prepared and executed.
The request has been reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: Project Budget \$46,000,000

SOURCE OF FUNDS: State Funds (LB957) and Private Funds

SPONSOR: William Nunez, Vice Chancellor for Business & Finance
University of Nebraska-Lincoln

RECOMMENDED: 
Ronnie Green, Chancellor
University of Nebraska-Lincoln

DATE: November 8, 2019

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

MEETING DATE: December 5, 2019

SUBJECT: Amendments to section 3.2.7 of the *Policies of the Board of Regents* (the “*Policies*”) related to self-insurance coverage.

RECOMMENDED ACTION: Approve Amendments to section 3.2.7 of the *Policies of the Board of Regents* (the “*Policies*”) related to self-insurance coverage.

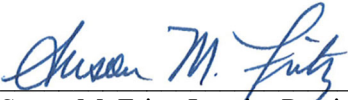
PREVIOUS ACTION: Section 3.2.7 of the *Policies* was amended on October 19, 2001, June 5, 2004, September 9, 2011, and July 18, 2013.

EXPLANATION: The proposed revision to 3.2.7.3.8 allows insurance policy premiums or other insurance-related expenses to be paid from the self-insurance trust. The proposed revision to Addendum “A,” section II (2) of 3.2.7 of the *Policies* removes the absolute cap on the per occurrence and aggregate limits for property losses in the self-insurance trust. The revision allows the Vice President for Business and Finance the discretion to exceed the per occurrence and aggregate limits in order to pay any deductibles for the University’s property insurance policies.

These revisions have been reviewed by the Business Affairs Committee.

[See attached revisions to all sections above]

SPONSOR: Chris Kabourek
Vice President for Business and Finance

RECOMMENDED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: November 8, 2019

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

RP-3.2.7 Operating Policy for the University of Nebraska General and Automobile Liability Self- Insurance Program

1. General

- 1.1 Purpose. The Board of Regents of the University of Nebraska (the "University") is a public body corporate and agency of the State of Nebraska, organized and existing under the Constitution and laws of the State of Nebraska. The University is authorized by Neb. Rev. Stat. Sections 85-1,126 and 85-1,127 to establish and maintain a General Risk-Loss Trust for the purpose of providing a mechanism for funding a program to pay for certain liability and property losses and expenses, and to provide for the legal defense of commissioned law enforcement officers employed by the University who are charged with criminal offenses or subjected to grand jury proceedings as a direct result of performance of duties within the scope of employment by the University. This Operating Policy establishes the University of Nebraska General and Business Automobile Liability Self- Insurance Program (the "Program") which shall provide self-insurance coverage for certain liability losses and property losses and expenses and Police Officer Criminal Defense Claims which may from time to time be incurred by the University and which are not otherwise covered by insurance. The types of losses or claims covered and the limits of self-insurance coverage provided by the Program are as set forth in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE and the STATEMENT OF BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE attached to this Operating Policy as Addendum "A" and Addendum "B" and by reference incorporated herein.
- 1.2 Establishment of the General Risk-Loss Trust. Contemporaneous with the approval of this Operating Policy by the Board of Regents, the University shall enter a General Risk- Loss Trust Agreement (the "Trust Agreement") with a Trustee. The Trust Agreement shall formally establish the General Risk-Loss Trust for the purpose of funding the Program in accordance with this Operating Policy.
- 1.3 Program Duration. The Program established by this Operating policy shall remain in force and effect until changed or discontinued by action of the Board of Regents.

2. Program Administration

- 2.1 Management Responsibility. The Vice President for Business and Finance shall have general responsibility for administration and management of the Program.
- 2.2 Principal Office and Records. The principal office of the Program shall be located at Varner Hall, University of Nebraska, 3835 Holdrege Street, Lincoln, Nebraska 68583- 0742. All records relating to operation of the Program shall be maintained under the custody of the Vice President for Business and Finance at said address.
- 2.3 Claims Settlement Authority. The Vice President for Business and Finance or his or her designee shall, upon the recommendation and concurrence of the General Counsel, have authority to approve settlement of claims and suits covered by the Program. The Vice President for Business and Finance shall issue a written administrative policy and procedure setting forth the process for review and approval of settlements of claims

and suits covered by the Program.

2.4 Claims Administration. The Vice President for Business and Finance shall issue such written administrative policies as he or she may determine to be necessary to insure that adequate controls are implemented to prevent misuse of funds in the General Risk-Loss Trust and that proper documentation is maintained with respect to all claims transactions. Day to day claims administration will be conducted under the direction of the Vice President for Business and Finance and shall include:

- (a) Coordinating claims settlement;
- (b) Initiating withdrawals from the General Risk-Loss Trust;
- (c) Publishing loss runs;
- (d) Reporting claims to proper authorities;
- (e) Insuring prompt payment of approved claims; and
- (f) Coordinating a University-wide loss control program.

2.5 Program Coordination. The Vice President for Business and Finance or his or her designee shall coordinate administration of the Program with other parties engaged by the University to assist in claims management or to provide legal services.

2.6 Monitoring of Investments. The Vice President for Business and Finance shall have responsibility for monitoring investments made by the Trustee under the General Risk-Loss Trust to insure compliance with the General Risk-Loss Trust Agreement and this Operating Policy.

2.7 Legal Services. The General Counsel shall evaluate claims and suits requiring legal representation under the Program. He or she shall be responsible for providing legal services in defense and settlement of any claims or suits covered by the Program either through the Office of the General Counsel or by engaging outside counsel to provide such legal services. Any billing statement for fees of outside counsel shall not be paid until the same has been approved by the General Counsel.

2.8 Claims Status and Disposition Reports. The General Counsel shall annually prepare and deliver to the President and the Board of Regents a written report of the status and disposition of claims and suits covered by the Program.

3. Financial Guidelines for the Program

3.1 Use of the General Risk-Loss Trust. The Vice President for Business and Finance or his or her designee is authorized to direct the payment of funds from the General Risk-Loss Trust for the purpose of paying on behalf of the University and those persons, entities and organizations also insured under the Program all sums for losses and expenses covered by the Program up to the stated limits of the self-insurance coverage of the Program as stated in Addendum "A" AND Addendum "B", but only when such losses or expenses are not otherwise covered by valid and collectible insurance covering a Liability Occurrence as defined in the STATEMENT OF GENERAL SELF-INSURANCE COVERAGE or an Accident as defined in the STATEMENT OF

BUSINESS AUTOMOBILE LIABILITY SELF-INSURANCE COVERAGE for the Program.

- 3.2 Maintenance of Adequate Funds and Reserves in the Trust Fund. The Vice President for Business and Finance shall insure that adequate funds are deposited and maintained in the General Risk-Loss Trust to pay claims and associated expenses, and operational costs incurred in administration of the Program, including maintenance of a surplus at all times. Adequate funding shall include maintenance of adequate reserves for reported claims and cases, loss adjusting expenses, and reserves for incurred-but-not-reported claims (IBNR).
- 3.3 Budget Allocations for the Program. In accordance with Section 3.4 of this Operating Policy, the Vice President for Business and Finance shall determine, not later than thirty (30) days prior to the beginning of each fiscal year of the University, the minimum amount of funds to be maintained in the General Risk-Loss Trust in order to implement the Program for the ensuing fiscal year. Each annual budget of the University shall include an equitable allocation of funds from the University of Nebraska-Lincoln, the University of Nebraska at Kearney, the University of Nebraska Medical Center, the University of Nebraska at Omaha and the Nebraska College of Technical Agriculture to be deposited in the General Risk-Loss Trust to insure that adequate funding and reserves are maintained in the Trust to pay claims, associated expenses, and operational costs of the Program.
- 3.4 Actuarial Evaluation. Prior to making each annual budget allocation for the General Risk- Loss Trust as provided by Section 3.3 of this Operating Policy, the Vice President for Business and Finance or his or her designee shall obtain an actuarial or loss-reserve specialist's opinion which shall indicate the level of funding required for the Trust to carry out its dedicated purpose for the fiscal year beginning on the next July. Each such evaluation shall include the following information:
- (a) Development of expected loss costs of the Program based on similar experience;
 - (b) Estimation of the University's losses at retention limits; and
 - (c) Recommendation as to the University's funding needs for the Program.
- 3.5 Board Action in the Event of Inadequate Funds for Program Operation. If at any time the Vice President for Business and Finance in the exercise of his or her professional judgment shall conclude that there are not adequate funds in the General Risk-Loss Trust to carry out the Program, such conclusion shall be reported to the President and the Board of Regents together with his or her recommendation for such action by the Board as may be appropriate and necessary under the circumstances to assure payment of claims and associated expenses, and operational costs in future operation of the Program.
- 3.6 Investment of Trust Funds. The Trustee shall be required by the Trust Agreement to invest funds held in the Trust in securities and property as shall from time to time be legal investments for funds of the University.
- 3.7 Defense and Settlement of Claims. Claims covered by the Program shall be processed and acted upon in accordance with a claims administration policy

approved by the Vice President for Business and Finance. The University, as administrator of the Program, shall:

- (a) Defend any claim or suit expressly covered by the Program, even if such claim or suit is groundless, false or fraudulent; but the University may make such investigations and settlement of any claim or suit as it deems expedient;
- (b) Pay all premiums and bonds to release attachments for an amount not in excess of the applicable limit of coverage provided by the Program, and pay all premiums on appeal bonds required in any suit defended under the Program, but without obligation to apply for or furnish any such bond;
- (c) Pay any civil money judgment, except any judgment or part of a judgment which is for punitive damages, and expenses incurred in the defense of any claim or suit covered by the Program, including all costs and attorneys fees taxed against a covered person or entity named in any such suit, and all interest accruing after entry of judgment until the Program has paid or tendered or deposited in court such part of such judgment and expenses as does not exceed the limits of coverage provided by the Program in Appendix "A" and Appendix "B", and pay any valid Police Officer Criminal Defense Claim as does not exceed the limits of coverage for such claims provided by the program in Appendix "A";
- (d) Reimburse any person or entity covered by the Program for all reasonable expenses incurred in defense and settlement of any claim or suit covered by the Program, except loss of earnings.

3.8 Other Expenses. The Vice President for Business and Finance may in the exercise of his or her discretion direct that the following expenses be paid from the Trust:

- (a) Expenses related to administration of the Program, including educational training of University employees relating to defense and settlement of claims, claims administration and risk reduction, and payment of insurance policy premiums or other insurance-related expenses.
- (b) Costs and expenses of the Office of the University General Counsel for legal services for defense and settlement of claims.
- (c) Expenses for attorneys fees and costs for defense of administrative or civil claims against the University that are not covered by the Program.

ADDENDUM "A"
STATEMENT OF GENERAL SELF-INSURANCE COVERAGE PROVIDED BY
THE UNIVERSITY OF NEBRASKA GENERAL AND BUSINESS AUTOMOBILE
LIABILITY SELF- INSURANCE PROGRAM

The self-insurance coverage provided by the University of Nebraska Statement of General Self- Insurance Coverage shall be as provided below.

I. Definitions. The following definitions shall apply for the purposes of this Statement of General Self-Insurance Coverage:

- (1) "Automobile" shall mean a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on a premises owned or rented by the University, including the ways immediately adjoining such premises, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to the following types of equipment, forming an integral part of or permanently attached to such vehicle: Power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators, including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.
- (2) "Civil Rights Claim" shall mean (a) any claim against the University or (b) any claim against an employee of the University or a student in training accepted for defense pursuant to Section 6.8 of the *Bylaws of the Board of Regents*, either of which is based in fact upon alleged unlawful denial of civil rights guaranteed to a claimant under the Constitution of the United States, any federal law or regulation, the Constitution of the State of Nebraska, or any law or regulation of the State of Nebraska, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.
- (3) "Claim", except Police Officer Criminal Defense Claim, shall mean a written communication received by an insured stating (a) an intention to hold the insured responsible for damages arising out of an occurrence for which coverage may be provided under the Program,
(b) a demand for money, or (c) service of suit.
- (4) "Contract Claim" shall mean any claim against the University, an employee of the University or a student in training, involving a dispute regarding a contract between the University and the claimant for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States; provided, however, contract claim shall exclude any claim or civil action involving a dispute regarding a contract covered by the State Employees Collective Bargaining Act and any claim or civil action covered under the University of Nebraska Medical Liability Risk-Loss Program.
- (5) "Damages" in regard to any liability occurrence shall mean the sum or sums of money an insured shall become legally obligated to pay on account of a liability occurrence, including court costs and attorney fees, **BUT EXCLUDING ANY SUM OR SUMS OF MONEY**

DESIGNATED OR IDENTIFIED AS PUNITIVE DAMAGES.

(6) "Educators' Legal Liability Claim" shall mean (a) any claim against the University, or (b) any claim against an employee of the University or student in training, accepted for defense under Section 6.8 of the *Bylaws of the Board of Regents*, for an alleged error or omission or misleading statement or act or omission or neglect or breach of duty, including misfeasance, malfeasance and nonfeasance, by an employee of the University or student in training in the performance of duties for the University, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

(7) "Employee of the University" shall mean any one or more of the officers or employees of the University while acting within the scope of their office or employment, and shall include (a) any one or more of the duly elected members of the Board of Regents or any one or more of the members of any duly constituted University governing, extension or advisory board, commission or committee when they are acting in their official capacity, and (b) any volunteer worker for the University when acting within the scope of their volunteer work; provided, however, employee shall not be construed to include any person or entity deemed to be an independent contractor of the University.

(8) "Fiscal Year" shall mean the fiscal year of the University of Nebraska, beginning on July 1 and extending through June 30.

(9) "Insured" shall mean (a) the University, (b) an employee of the University as defined in subsection (7) of this section, (c) a student in training as defined in subsection (15) of this section, or (d) a commissioned law enforcement officer employed by the University performing duties within the scope of employment as provided in subsection (12) of this section.

(10) "Liability Occurrence" shall mean an occurrence giving rise to a claim which is brought against an insured in the form of (a) a tort claim, (b) a contract claim, (c) a civil rights claim, (d) an unlawful discrimination claim, or (e) an educators' liability claim.

(11) "Occurrence" shall mean the event, incident, or happening, and the acts or omissions incident thereto, which are alleged by a claimant or a claimant's representative to have proximately caused injuries, damages or loss for which reimbursement is or may be claimed. All exposure to a certain condition or related conditions and all damages involving or arising out of the same product, completed operation, act, or omission, regardless of the frequency or repetition thereof or the number of claimants shall be considered a single occurrence.

(12) "Police Officer Criminal Defense Claim" shall mean a written request submitted to the University by a law enforcement officer commissioned under the laws of the State of Nebraska for legal defense of a criminal action or proceeding brought against the law enforcement officer, arising directly out of the law enforcement officer's activities within the scope of employment by the University¹, including grand jury proceedings.

(13) "Program" shall mean the University of Nebraska General Self-Insurance Program.

(14) "Property Loss Occurrence" shall mean an occurrence of physical injury to, or destruction or loss of tangible property of the University, including loss of use of tangible

property of the University resulting from physical injury thereto or destruction or loss thereof.

(15) "Student in Training" shall mean any student enrolled in a program of the University when the student is acting for or on behalf of the University or when rendering services to another as part of his or her teaching or training by the University, but shall not include any student while participating in practice or competition as a member of a University intercollegiate athletic team. The phrase "acting for or on behalf of the University" in regard to a student in training shall mean only when a student is acting under the direction and supervision of an employee of the University in a specified capacity as a representative of the University pursuant to an express appointment or designation of the student by name in such capacity made in writing by an employee of the University duly authorized to make such appointment or designation.

(16) "Tort Claim" shall mean any claim against the University, an employee of the University or a student in training for money only on account of damage to or loss of property or on account of personal injury or death caused by the negligent or wrongful act or omission of the employee or the student in training, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

(17) "University" shall mean and include (a) the Board of Regents of the University of Nebraska, a public body corporate, (b) the University of Nebraska, (c) any University campus of the University of Nebraska, (d) any college, institute, school, department, center, or other administrative or academic subdivision of the University of Nebraska or any University campus thereof, including the Nebraska College of Technical Agriculture, (e) any organization formed under Neb. Rev. Stat., Section 2-1603, as amended, and recognized under said section by the University of Nebraska Cooperative Extension Service as an official body for doing extension work in agriculture and home economics, and (f) any entity formally recognized by the Board of Regents as an ancillary organization of the University and approved in writing by the Vice President for Business and Finance for coverage under the Program.

(18) "Unlawful Discrimination Claim" shall mean (a) any claim against the University or (b) any claim against an employee of the University or student in training, accepted for defense pursuant to Section 6.8 of the *Bylaws of the Board of Regents*, either of which is based in fact upon an alleged violation of any federal or state law or regulation proscribing unlawful discrimination relating to employment by the University or relating to denial of services or access to programs or facilities by the University, and for which the law provides a remedy enforceable in a court of competent jurisdiction of the State of Nebraska, the United States, or any other state or territory of the United States.

II. Self-Insurance Coverage. The Program shall provide the following self-insurance coverage:

(1) Coverage for Liability Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of the insured during each fiscal year all sums which the insured shall become legally obligated to pay as damages for liability occurrences up to limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN \$1,000,000 PER LIABILITY OCCURRENCE OR MORE THAN \$3,000,000 IN THE

AGGREGATE OF LIABILITY OCCURRENCES IN ANY FISCAL YEAR BY REASON OF THIS SELF-INSURANCE COVERAGE FOR LIABILITY OCCURRENCES.

(2) Coverage for Property Loss Occurrences. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay to the University during each fiscal year all sums constituting the casualty damages incurred by the University as a result of property loss occurrences in excess of \$2,000 per occurrence up to limits of \$500,000 per property loss occurrence and \$1,000,000 in the aggregate of property loss occurrences in any fiscal year. ~~UNDER NO CIRCUMSTANCE SHALL THE PROGRAM BE LIABLE FOR MORE THAN \$500,000 PER PROPERTY LOSS OCCURRENCE AFTER PAYMENT OF THE \$2,000 DEDUCTIBLE AMOUNT OR MORE THAN \$1,000,000 IN THE AGGREGATE OF PROPERTY LOSS OCCURRENCES IN ANY FISCAL YEAR BY REASON OF THIS SELF-INSURANCE COVERAGE FOR PROPERTY LOSS OCCURRENCES.~~ At the discretion of the Vice President for Business and Finance, the per occurrence and aggregate limits may be exceeded in any fiscal year to pay any deductibles under the University's property insurance policies. Notwithstanding any contrary provisions in the Operating Policy, the Vice President for Business and Finance's discretion to exceed the per occurrence and aggregate limits to pay any deductibles under the University's property insurance policies shall be retroactive and will include all fiscal years since the establishment of the Program.

(3) Coverage for Police Officer Criminal Defense Claims. Subject to the terms, conditions, exclusions and limits of this Statement of Self-Insurance Coverage, the Program shall pay on behalf of a commissioned law enforcement officer (i) charged with a criminal offense arising directly out of the law enforcement officer's activities within the scope of employment by the University, or (ii) subject to a grand jury proceeding arising directly out of the law enforcement officer's activities with the scope of employment by the University all sums which the law enforcement officer shall become legally obligated to pay as expenses for legal services up to limits of \$1,000,000 per occurrence resulting in one or more such criminal charges or grand jury proceedings. UNDER NO CIRCUMSTANCES SHALL THE PROGRAM BE LIABLE FOR MORE THAN \$1,000,000 PER OCCURRENCE RESULTING IN ONE OR MORE SUCH CRIMINAL CHARGES OR GRAND JURY PROCEEDINGS.

III. Exclusions. The self-insurance coverage provided by this Statement of Self-Insurance Coverage shall exclude, and the Program shall not be liable to make payment for, any claim made against an insured:

- (1) in connection with any loss of inventory of tangible property or mysterious disappearance of tangible property;
- (2) in connection with or as a result of the ownership, maintenance, operation, use, loading or unloading of automobiles, except this exclusion shall not apply with respect to liability assumed by the University under a contract;
- (3) in connection with or as a result of any occurrence due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or any act or condition incident to any of the foregoing;
- (4) in connection with or as a result of any occurrence for which the insured or any insurance carrier as the insurer of an insured may be held liable under any workers'

compensation, unemployment compensation or disability benefits law, or under any similar law;

(5) in connection with or as a result of any bodily injury to any employee of the University arising out or in the course of his or her employment by the University, except this exclusion shall not apply to persons who are not employees of the University subject to the Nebraska Workers' Compensation Act, and this exclusion shall not apply with respect to liability assumed by the University under a contract;

(6) in connection with or as a result of any liability occurrence due to the ownership, maintenance, operation, use, loading or unloading of any aircraft by the University, any employee of the University or any student in training;

(7) in connection with or as a result of any liability occurrence covered under the University's Medical Liability Risk-Loss Program, as amended;

(8) in connection with or as a result of any liability occurrence giving rise to a claim listed as an exempt claim under Neb. Rev. Stat. Section 81-8,219 of the Nebraska State Tort Claims Act, as amended;

(9) in connection with any claim against an employee of the University or against a student in training for an alleged act or omission of the employee or student in training (a) which occurred outside of the scope of employment or training, or (b) which has been determined in accordance with Section 6.8 of the *Bylaws of the Board of Regents* to constitute malfeasance in office or willful or wanton neglect of duty;

(10) in connection with any claim against the University, an employee of the University or a student in training (a) to recover money in the form of a civil penalty or civil fine imposed by an agency other than a court of law, or (b) to recover punitive damages imposed by a court or any other agency; and

(11) in connection with or as a result of

(a) any occurrence with respect to which an insured under the Program is also insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be insured under any such policy but for its termination upon exhaustion of its limits of liability;

(b) any occurrence resulting from hazardous properties of nuclear material and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had the Program not been in effect, would be entitled to indemnity from the United States of America, or an agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;

(c) any occurrence resulting from the hazardous properties of nuclear material and arising out of operation of a nuclear facility by any person or organization; or

- (d) any occurrence resulting from the hazardous properties of nuclear material, if (i) the nuclear material is at any nuclear facility owned or operated by or on behalf of an insured, or has been discharged or dispersed therefrom, (ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or (iii) the liability occurrence arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located in the United States of America, its territories or possessions, or Canada, this exclusion (11)(d) applies only to injury or destruction of property at such nuclear facility; and

As used in this exclusion (11):

"hazardous properties" includes radioactive, toxic or explosive properties;

"nuclear facility" means (i) any nuclear reactor, (ii) any equipment or device designed or used for separating the isotopes of uranium or plutonium, processing or utilizing spent fuel, or handling, processing or packaging waste, (iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material, if at any time the total amount of such material in the custody of an insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, or (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing nuclear facilities described in (i) through (iv) may be located, all operations conducted on any such site, and all premises used for any such operations;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self supporting chain reaction or to contain a critical mass of fissionable material;

"property loss occurrence" as used in this exclusion (11) includes all forms of radioactive contamination of property;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; and

"waste" means any waste material containing byproduct material other than tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and resulting from the operation by any person or organization of any nuclear facility included under (i) or (ii) of the definition of nuclear facility, above;

(12) in connection with or as a result of any occurrence arising out of or related to (a) asbestos or any asbestos related injury or damage, (b) any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance, or (c) the use, exposure, presence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure; and

(13) in connection with or as a result of any occurrence arising out of any dispersal, disposal, discharge, escape, release or saturation of smoke, vapors, soot, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into surface or subsurface (a) soil, (b) water or watercourses, (c) objects, or

(d) any tangible or intangible matter; and provided further that this exclusion (13) applies to any claim by whomever and whatsoever made, including, but not limited to, any public, private or governmental person, concern, body, entity agency, office or corporation.

(14) in connection with any Police Officer Criminal Defense Claim, any act or omission which is outside of the scope of the claimant's University employment.

IV. Program Territory. The self-insurance coverage provided to the insured under this Statement of Self-Insurance Coverage applies only to (1) liability occurrences and property damage occurrences during the coverage period within the United States of America, its territories or possessions, or Canada (hereinafter called the "Program territory"), and (2) liability occurrences and property loss occurrences during the coverage period outside of the Program territory only if any such occurrence arises out of activities of persons employed by the University to perform work principally in the Program territory, while outside the Program territory, pursuant to their employment in the business of the University, and subject to the condition that any claims or suits on account of any such occurrence must be brought within the United States of America, or its territories or possessions, and enforced in the courts of the United States of America, or its territories or possessions.

V. Coverage Period. The self-insurance coverage provided to the insured under this Statement of Self-Insurance Coverage shall be in effect from the date this Statement of Self-Insurance Coverage is approved by the Board of Regents until the date such coverage is canceled or modified by the Board of Regents.

VI. Coverage on an Occurrence Basis. The self-insurance coverage provided by the Program shall be on an occurrence basis and shall apply to occurrences taking place during the coverage period.

VII. Non-Severability of Interests. The term "insured" is used herein severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of self-insurance coverage provided by the Program hereunder. The self-insurance coverage afforded hereunder shall apply to each insured against whom a claim or suit is brought.

VIII. Notice of Claim or Suit. If a claim is made or a suit is brought against an insured, the insured shall immediately forward to the Vice President for Business and Finance every demand, notice, summons or other process received by him or her or his or her representative relating to such claim or suit.

IX. Other Insurance. The self-insurance coverage provided by the Program as specified in Section II. of this Statement of Self-Insurance Coverage shall be in excess of any valid and collectible insurance naming or providing coverage for the University as an insured party whether such insurance is stated to be primary, pro-rata, contributory, excess, contingent or otherwise, unless such insurance is

issued to the University and is written only as specific excess insurance over the limits of self-insurance coverage provided by the program. If any liability occurrence or property loss occurrence is also covered in whole or in part under any excess policy of insurance issued to the University prior to the effective date of the Operating Policy for the Program, the limits of liability coverage provided by the Program by this Statement of Self-Insurance Coverage shall be reduced by any amounts due to an insured on account of any such prior insurance.

X. Assistance and Cooperation of the Insured. All entities and persons entitled to the self-insurance coverage by the Program shall cooperate with the University, its Vice President for Business and Finance and its legal counsel in regard to defense of claims or suits covered by the Program, and upon request shall attend conferences with counsel for the University, depositions, hearings and trials, and shall assist in effecting settlement, in securing and giving evidence, in obtaining the attendance of witnesses, and in the conduct of suits. An insured shall not, except at his or her personal expense, voluntarily make any payment, assume any obligation or incur any expense in relation to any occurrence covered by the Program.

XI. Special Conditions Relating to Police Officer Criminal Defense Claims.

(1) The attorney to provide legal services for any commissioned law enforcement officer who is a claimant entitled to coverage under a Police Officer Criminal defense Claim shall be selected by the claimant subject to approval by the Vice President for Business and Finance and the General Counsel of the University; provided the University shall not be a guarantor in any manner of the skill of any attorney selected by a claimant and approved as provided above.

(2) No attorney shall be engaged or compensated by the University for legal services provided to a covered claimant unless such attorney has attested in writing to the Vice President for Business and Finance that the attorney:

- (a) is properly authorized to practice law in the authorized jurisdiction;
- (b) accepts the hourly fee, expense reimbursement and other compensation arrangements established by the Vice President for Business and Finance; and
- (c) accepts the required periodic reporting and billing procedures established by the Vice President for Business and Finance.

(3) No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant unless the attorney has provided proof of the attorney's coverage under professional legal malpractice liability insurance of at least \$100,000 per claim and \$300,000 aggregate per policy year, or such greater amount as the Vice President for Business and Finance may deem necessary with respect to a particular representation.

(4) No attorney shall be engaged or compensated by the University for legal services rendered to a covered claimant until the attorney has disclosed in writing to the Vice President for Business and Finance the following information:

- (a) all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;
- (b) all legal actions alleging legal malpractice to which the attorney or the

attorney's firm are currently subject, or state that there are none;

- (c) all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and
- (d) all legal actions during the preceding five years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for malpractice, or state that there are none.

(5) Any attorney engaged to represent a covered claimant, who will be compensated by the University for legal services rendered to the claimant, shall agree in writing to give written notice to the Vice President for Business and Finance within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney's firm.

(6) Attorneys performing legal services for covered claimants of a Police Officer Criminal Defense Claim under this Statement of Self-Insurance are not agents or employees of the University. Any Attorney rendering such legal services shall maintain the attorney-client relationship with the covered claimant and is solely responsible to the covered claimant for all legal services provided. The University shall not have the right to interfere with or have the right to control performance of the attorney's duties. Information which the attorney receives from the covered claimant incidental to the attorney-client relationship shall be confidential and, except for use incidental to the administration of the University's General Self-Insurance Program, shall not be disclosed without the covered claimant's consent.

(7) The construction and interpretation of this Statement of Self-Insurance with respect to coverage of claimants making a Police Officer Criminal Defense Claim are vested with the University's Vice President for Business and Finance in his or her absolute discretion, including, but not limited to, the determination of facts, coverage, benefits, eligibility and other provisions of this Statement of Self-insurance. The Vice President for Business and Finance shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination. Except for a claimant's right of appeal as hereinafter provided, the constructions, interpretations, determinations and decisions of the University's Vice President for Business and Finance shall be final, conclusive and binding upon all persons having an interest in the University's General Self-Insurance Program.

(8) The following are the claims reporting and appeal procedures for a Police Officer Criminal Defense Claim:

- (a) Any commissioned law enforcement officer who believes he or she is entitled to coverage for a Police Officer Criminal Defense Claim under this Statement of Self-Insurance shall promptly notify the University's Vice President for Business and Finance of:
 - (1) any occurrence the commissioned law enforcement officer has reason to believe may result in a claim for benefits;
 - (2) any communication the commissioned law enforcement officer

receives concerning a pending or threatened criminal charge or grand jury proceeding which may result in a claim for benefits; and

- (3) any claim for benefits.
- (b) Notice must be confirmed in writing within thirty (30) days on a prescribed claim form provided by the University's Vice President for Business and Finance to be effective.
 - (c) The University's Vice President for Business and Finance shall make a decision on any claim for benefits promptly, and not later than thirty (30) days after the Vice President for Business and Finance receives the claim, unless special circumstances require an extension of time for processing. In such a case, a decision shall be made as soon as possible, but not later than one hundred twenty (120) days after receipt of the claim. If the Vice President for Business and Finance denies a claim, in whole or in part, the Vice President for Business and Finance shall send to the claimant a written notice setting forth:
 - (1) the specific reasons for the denial;
 - (2) specific reference to pertinent provisions of the University's Self- Insurance Program on which denial is based;
 - (3) If applicable, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
 - (4) an explanation of the appeal procedure whereby the claimant may seek review of the Vice President for Business and Finance's decision.
 - (d) Within thirty (30) days of the date upon which the claimant is first notified of any decision of the University's Vice President for Business and Finance to deny the claimant's claim, the claimant may appeal the decision of the University's Vice President for Business and Finance by submitting a written appeal to the University's Executive Vice President and Provost. The Executive Vice President and Provost shall notify the claimant of his or her decision in writing within forty- five (45) days of receipt of the appeal. Such decision on appeal shall state specific reasons for the decision with references to pertinent provisions of the University's General Self-Insurance Program. The decision of the Executive Vice President and Provost shall be final, and shall not be subject to further appeal or review.

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

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Ground lease and operations agreement to construct and lease a tennis recreation facility with the City of Kearney

RECOMMENDED ACTION: Approve a ground lease agreement and an operations agreement to construct and lease a tennis recreation facility with the City of Kearney

PREVIOUS ACTION: None

EXPLANATION: UNK and the City of Kearney are collaborating to build and operate an indoor tennis complex at University Village. The proposed indoor tennis complex will be built and owned by the City of Kearney, on ground leased from the Board of Regents of the University of Nebraska, with the NU Foundation serving as the primary funding source for the project. Under the collaborative agreement, UNK will transfer funds raised through private donations to the City of Kearney for construction, as well as provide operational and maintenance support for the facility (see additional details below). The facility will include six indoor tennis courts and be located on the south edge of University Village.

The facility will serve the entire community and provide a competitive home court location for tennis teams from local Kearney schools and UNK, with opportunities for private and public tournaments, lessons, and recreation.

University Village is a public-private development south of the west edge of UNK's main campus and includes a 130-bed university residence building called Village Flats, which opened in July 2018, and the Plambeck Early Childhood Education Center, which opened in November 2019. Governed by a University Village Board of Directors, it is planned as a mixed-use, pedestrian-oriented village featuring residential, retail, academic, recreation, community engagement, and service industry facilities.

This item has been reviewed by the Business Affairs Committee.

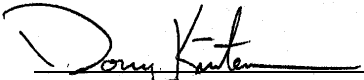
| | |
|-------------------------------------|-------------|
| Proposed start of Construction | Summer 2020 |
| Proposed completion of Construction | Spring 2021 |

PROJECT COSTS: \$7,500,000

ON-GOING FISCAL IMPACT: Annual UNK lease payments of \$50,000 to support facility operations, and in-kind maintenance and utilities of \$35,000 per year.

| | | |
|------------------|--|--------------------|
| SOURCE OF FUNDS: | Donor Funds | \$5,505,000 |
| | Civic and Community Center Financing Funds | \$1,125,000 |
| | University Funds | \$ 470,000 |
| | City of Kearney | \$ 400,000 |
| | Total | <u>\$7,500,000</u> |

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

RECOMMENDED: 

Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: November 20, 2019

GROUND LEASE AGREEMENT

By and Between

THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA,
Lessor

and

THE CITY OF KEARNEY, NEBRASKA
Lessee

GROUND LEASE AGREEMENT

This Ground Lease Agreement (this "Agreement") is made and entered into as of the date set forth on the signature page of this Agreement (the "Commencement Date") by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, a public body corporate and governing board of the University of Nebraska at Kearney ("Lessor" or "University") and THE CITY OF KEARNEY, NEBRASKA, a municipal corporation ("Lessee").

WHEREAS, the Constitution of the State of Nebraska, Article vii, Section 7, and Neb. Rev. Stat. §§ 85-103, 85-105 and 85-106 provide that Lessor has sole and exclusive management and control of the lands set aside and appropriated to, or acquired for use by the University;

WHEREAS, Lessor and Lessee have discussed a collaboration for the development of tennis facilities and related improvements (collectively, the "Facility") for students at the University of Nebraska at Kearney ("UNK") and the Kearney community;

WHEREAS, Lessee has the ability to apply for a Civic and Community Center Financing Fund grant with the State of Nebraska for the Facility and, as part of such grant, Lessee must own the Facility;

WHEREAS, Lessor deems it is best that the Property (as hereafter defined) be leased to Lessee for the purpose of developing and constructing the Facility and has determined that Lessee is qualified to develop the Facility;

WHEREAS, all necessary consents and approvals have been obtained in connection with Lessor entering into this Agreement upon the terms and conditions set forth herein; and

WHEREAS, Lessor and Lessee have determined to enter into this Agreement whereby Lessor will lease a tract of approximately 2.09 acres of land to Lessee, and Lessee will develop and construct the Facility on such land for use by students at UNK, the Kearney community and such other persons as set forth herein.

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

ARTICLE ONE LEASE OF PROPERTY - TERMS OF LEASE

Section 1.01. LEASE OF PROPERTY. Lessor does hereby let, demise, and rent exclusively unto Lessee, and Lessee does hereby rent and lease from Lessor, the real property (the "Property") more particularly described in EXHIBIT "A" and designated as the Property, together with all improvements, alterations, additions, and attached fixtures located on the Property and the right of access to and use of the streets and roads now or hereafter adjoining the Property for the sole purpose of developing, constructing, operating and maintaining the Facility. Lessee, by execution of this Agreement, accepts the leasehold estate herein demised subject to the terms and conditions contained herein.

Section 1.02. TERM. Lessee shall have and hold the Property, together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto Lessee, its successors and assigns, for the term commencing on the Commencement Date and ending on midnight

on the date that is twenty-five (25) years after the Commencement Date (the "Term"), subject to all of the covenants, agreements, terms, provisions, conditions and limitations herein set forth. Provided the City is not in default hereunder, Lessee may extend the term of this Agreement for one (1) additional twenty-five (25) year period by providing Lessor with written notice at least one hundred eighty (180) days prior to the expiration of the initial term. Upon the expiration or earlier termination of this Agreement, Lessor and Lessee agree that title to the Facility shall automatically vest in Lessor at no cost to Lessor.

Section 1.03. WARRANTY OF PEACEFUL POSSESSION. Lessor covenants that Lessee, on paying, performing and observing all of the covenants and agreements herein contained and provided to be performed by Lessee, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Property during the Term, subject to the terms of this Agreement and may exercise all of its rights hereunder.

ARTICLE TWO CERTAIN DEFINITIONS

In addition to such other defined terms as may be set forth in this Agreement, the following terms shall have the following meanings:

"ACC" - the Architectural Control Committee for University Village or similar non-public board or authority having approval rights on improvements on the Property.

"Agreement" - as defined in the introduction.

"Applicable Laws" - all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority.

"Award" - any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

"Commencement Date" – as defined in the introduction.

"Event of Default" - as defined in Section 10.01.

"Facility" - all buildings and improvements constructed by Lessee on the Property.

"Facility Equipment" - the furniture, furnishings, equipment, and machinery, and other moveable personal property, and all other moveable, personal property which is not permanently affixed to the Facility.

"Force Majeure" - any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse weather conditions, fire, explosion, flood, act of a public enemy, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of Lessee; (d) adoption of or change in any Applicable Laws after the date of execution of this Agreement; (e) any actions by Lessor, or the ACC, which may cause unreasonable delay; or (f) any other

similar cause or similar event beyond the reasonable control of Lessee. For purposes of the above, if adverse weather conditions are the basis for an excused delay claim, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled activity.

"Governmental Authority" - any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

"Inspection Period" - as defined in Section 4.03.

"Inspections" - as defined in Section 4.03.

"Lessee" - as defined in the introduction.

"Lessor" or "University" - as defined in the introduction.

"Lessor Review Officer" - the University of Nebraska Interim Associate Vice President for Facilities Management or her designee.

"Lessor's Interest" - the fee simple title to the Property and Lessor's interest in this Agreement.

"Person" - an individual; a trust; an estate; a Governmental Authority; or a partnership, joint venture, corporation, company, firm or any other entity whatsoever.

"Plans and Specifications" - as defined in Section 4.02.

"Property" - as defined in Section 1.01.

"Rent" - as defined in Article Three.

"Taking" - the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

"Term" - as defined in Section 1.02.

ARTICLE THREE RENT

Commencing upon the Commencement Date, the Lessee shall pay to Lessor as annual rent ("Rent") the sum of \$10.00. The first such payment of Rent shall be due within five (5) business days after the Commencement Date.

ARTICLE FOUR
USE OF PROPERTY

Section 4.01. PURPOSE OF LEASE, PUBLIC USE. The Property shall be used by Lessee for the construction, development, and operation of the Facility and for no other purpose without the prior written consent of Lessor. Lessee acknowledges that the operation of the Facility is in the public interest of Lessee and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable laws.

Section 4.02. LESSOR CONDITIONS. Lessor and Lessee acknowledge that detailed plans and specifications for the Facility (the "Plans and Specifications") have not been prepared. As a result, prior to the commencement of construction of the Facility, Lessee shall prepare the Plans and Specifications for the Facility and submit the same to the Lessor Review Officer for approval, which approval shall not be unreasonably withheld. Lessor acknowledges and agrees that the Plans and Specifications may be submitted in stages or phases of construction. Lessee shall also submit the Plans and Specifications to the ACC for approval.

Section 4.03. LESSEE CONDITIONS. Lessor and Lessee acknowledge that Lessee has not conducted comprehensive investigations or inspections with respect to the Property, or its suitability for construction of the Facility. As a result, during the period (the "Inspection Period") commencing with the date hereof and ending on the 30th day after the date hereof, Lessee shall have the right to make such investigations and inspections of the Property as Lessee shall deem necessary, including without limitation, obtaining and reviewing title insurance commitments, surveys, environmental assessments and soils tests, and obtaining such permits, consents or approvals to the extent Lessee deems necessary from utility service providers, Governmental Authorities and other third parties relating to the Facility (the "Inspections"). In the event the results of the Inspections are unacceptable to Lessee, in its reasonable discretion, Lessee may terminate this Agreement at any time prior to the expiration of the Inspection Period by written notice to Lessor. In the event of a termination under this Section 4.03, Lessee will not receive any reimbursement from Lessor.

Lessee agrees that it shall be responsible, at its sole cost and expense, for obtaining all necessary building permits from Lessor, as code official, necessary for actual construction of the Facility, so that the Facility can be used and operated for the purposes contemplated herein (collectively, the "Approvals").

Section 4.04. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities regarding the physical condition and operation of the Facility and the lawful use of the Property, including, but not limited to, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, and laws relating to equal employment opportunity.

Section 4.05. COMPLIANCE WITH NCAA REQUIREMENTS. Lessee shall design and construct the Facilities in accordance with all NCAA Division II and Mid-America Intercollegiate Athletics Association requirements.

Section 4.06. COMPLIANCE WITH COVENANTS, CONDITIONS AND RESTRICTIONS. The parties acknowledge and agree that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions for University Village, dated _____, 2019 and recorded in the

Office of the Buffalo County Register of Deeds as Instrument Number _____ (the “CCRs”). The Facility will comply with the Design Guidelines, as defined in the CCRs, and the plans and specifications must be approved by the Architectural Control Committee thereunder. Notwithstanding the foregoing, Lessee shall not be subject to General Assessments, Capital Assessments, or Architectural Control Assessments under the CCRs during the Term of this Lease.

ARTICLE FIVE
CONSTRUCTION

Section 5.01. LESSEE TO PAY COSTS. Lessee will develop and construct the Facility on the Property as shown in the Plans and Specifications, at its own cost and expense. Lessor shall have no financial obligation or other obligation of any kind under this Agreement except as otherwise specifically set forth herein and as set forth in the Operations Agreement, as the same is defined in Section 7.03 hereof.

A. Lessee shall furnish all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facility, shall pay all permit and license fees, and shall construct, build, and complete the Facility in a good, substantial and workmanlike manner, with the quality of construction and level of finish consistent with NCAA Division II athletics facilities at similarly situated institutions, all in accordance with this Agreement, the Plans and Specifications, and all documents executed pursuant hereto and thereto.

B. Lessee shall have sole control of the selection of construction professionals, construction design, means and methods, provided that the design and construction of the Facility shall be substantially as described in the Plans and Specifications. All construction, alteration, renovation or additions to the Facility undertaken by the Lessee shall be in conformance with all applicable codes, rules and regulations, including amendments thereto. Lessee shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

C. Changes in work and materials are subject to review and approval of the Lessor Review Officer, which approval shall not be unreasonably withheld; however, minor changes in work or materials, not affecting the general character, and not diminishing any specified and agreed-to quality or performance specification of the Facility, may be made in the Plans and Specifications at any time without the approval of the Lessor Review Officer.

D. Subject to delays caused by Force Majeure, Approvals or actions/requirements of Lessor/UNK (each an “Excusable Delay”), Lessee agrees to use its commercially reasonable good faith efforts to substantially complete the Facility and obtain a certificate of occupancy by May 1, 2021 (the “Preferred Delivery Date”). The Lessee will advise the Lessor from time to time of any changes in the Preferred Delivery Date.

E. Lessee shall deliver to the Lessor Review Officer a copy of the signed contract (“Construction Contract”) between the Lessee and the general contractor for the construction of the Facility.

F. Lessee shall, upon written request of Lessor, make, in such detail and in such frequency as may reasonably be required, and forward to Lessor, reports in writing as to the actual progress of the construction of the Facility and Lessor Review Officer, or his/her designee, shall be included in

regularly held design and construction meetings throughout the project. During such period, the construction work shall be subject to inspection by authorized personnel of Lessor in order to verify reports of construction, determine compliance with safety, fire, and building codes, determine compliance with the Plans and Specifications, or such other inspections as may be necessary in the reasonable opinion of the Lessor Review Officer.

G. Before erecting or placing any sign upon the Property not described and shown in the Plans and Specifications, Lessee shall submit the design and specifications of such sign to the Lessor Review Officer for approval, which approval shall not be unreasonably withheld, and to the ACC.

H. The Facility is estimated to cost approximately \$7,500,000 (the "Facility Cost"). In the event Lessee has not received substantial funds or pledges for the full Facility Cost on or before May 1, 2020, Lessee may terminate this Lease and the Operations Agreement by written notice to Lessor and neither party shall have any future obligation hereunder.

Section 5.02. PERSONAL PROPERTY. With the exemption of Facility Equipment required to operate the Facility, which shall become the property of Lessor, all Facility Equipment shall remain the property of Lessee upon the expiration or earlier termination of this Agreement.

Section 5.03. ACCESS. Lessee shall permit Lessor's agents, representatives, or employees to enter on the Property and in the Facility at reasonable times for the purposes of review and inspection as provided in this Agreement, to determine whether Lessee is in compliance with the terms of this Agreement, or for other reasonable purposes. In its review and inspection, Lessor will use best efforts to avoid any interference with Lessee's work on the Facility.

ARTICLE SIX ENCUMBRANCES

Section 6.01. MORTGAGE OF LEASEHOLD. Lessee shall not mortgage, grant a lien upon, or a security interest in (or assign as collateral) Lessee's leasehold estate in the Property or Lessee's other rights hereunder without the prior consent of Lessor.

ARTICLE SEVEN MAINTENANCE, REPAIR AND OPERATION

Section 7.01. UTILITIES. Lessor shall pay utility charges, including gas and electricity services supplied to the Property, including any connection charges associated therewith. The City shall pay water, sewer, telephone, internet, garbage removal, cable and other services supplied to the Property, including any connection charges associated therewith. Lessor shall be responsible for bringing water, gas, electricity, and sewer to the boundary of the Property if not otherwise now available.

Section 7.02. MAINTENANCE. Lessee agrees during the Term to keep and maintain, or cause to be kept and maintained, the Property and Facility in a neat and clean state of appearance and in good condition, and shall not commit or permit any waste on the Property. Upon completion of the Facility, Lessor shall be responsible during the Term for maintenance of lawn and landscaped areas, and snow and ice removal consistent with University standards. Lessee shall be responsible during the Term for garbage and trash removal and pest control from the Property.

Section 7.03. OPERATIONS. Lessor and Lessee will enter into a mutually agreeable Operations Agreement under which the Lessee will operate the Facility (the “Operations Agreement”).

Section 7.04. DAMAGE TO IMPROVEMENTS. In the event any portion of the Facility is damaged by fire or otherwise, regardless of the extent of such damage or destruction, any and all proceeds of insurance maintained by Lessee pursuant to this Agreement shall be paid to Lessee and Lessee shall have the option to elect, within sixty (60) days after the date of such damage or destruction, to either: (a) repair and restore the Facility, or (b) terminate this Agreement. In the event Lessee elects to repair and restore the Facility, Lessee shall commence the work of repair and restoration within ninety (90) days after the date of such damage or destruction, and then prosecute same with reasonable diligence to completion. If Lessee elects to abandon the Facility, at the request of Lessor, Lessee shall demolish the remaining Facility, at Lessee's sole cost and expense, and shall leave the Property in raw dirt condition and free of debris.

ARTICLE EIGHT LIENS PROHIBITED

Section 8.01. NO MECHANICS' LIENS. Lessee shall not suffer or permit any mechanics' liens or other liens to be enforced against Lessor's Interest nor against Lessee's leasehold interest in the Property by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or to anyone holding the Property or any part thereof through or under Lessee.

Section 8.02. RELEASE OF RECORDED LIENS. If any such mechanics' liens or materialman's liens shall be recorded against the Property, Lessee shall cause the same to be released of record or, in the alternative, if Lessee in good faith desires to contest the same, Lessee shall be privileged to do so, but in such case Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment.

ARTICLE NINE INSURANCE AND INDEMNIFICATION

Section 9.01. INDEMNIFICATION. Excluding the acts or omissions of Lessor, its employees, agents, contractors or students, Lessee shall indemnify and save harmless Lessor, its agents, officers, and employees, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature (collectively, “Losses”) arising or growing out of or in any way connected with Lessee's design, construction, operation or control of the Facility. Under no circumstance shall Lessee be liable for or indemnify Lessor for any gross negligence or misconduct by Lessor or any party under control of the Lessor. This obligation to indemnify shall include legal counsel whose fees must be reasonable and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, Lessee and Lessor shall use the same counsel if such counsel is approved by Lessor, which approval shall not be unreasonably withheld or delayed. If Lessor does not approve such counsel, then Lessor may retain independent counsel at Lessor's sole cost and expense. It is expressly understood and agreed that Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that Lessor shall in no way be responsible therefor.

Excluding the acts or omissions of Lessee, its employees, agents or contractors, and to the extent allowed by law, Lessor shall indemnify and save harmless Lessee, its agents, officers, and employees, from and against any and all Losses arising or growing out of or in any way connected with Lessor's activities at the Property. Under no circumstance shall Lessor be liable for or indemnify Lessee for any gross negligence or misconduct by Lessee or any party under control of the Lessee. This obligation to indemnify shall include legal counsel whose fees must be reasonable and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, Lessee and Lessor shall use the same counsel if such counsel is approved by Lessee, which approval shall not be unreasonably withheld or delayed. If Lessee does not approve such counsel, then Lessee may retain independent counsel at Lessee's sole cost and expense.

Section 9.02. INSURANCE. Lessee shall at all appropriate times maintain, with respect to the Facility, for the duration of this Agreement and any extensions thereof, insurance issued by a company or companies qualified, permitted or admitted to do business in the State of Nebraska in the following types and amounts:

| <u>TYPE</u> | <u>AMOUNT</u> |
|---|---|
| (1) Comprehensive General (Public) Liability | Limit for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. |
| (2) All Risk Property Damage Insurance - for Coverage being for physical damage to the property of Lessee including improvements and betterments to the Land. | Coverage in an amount sufficient to pay 100% of the replacement cost of the Facility. |
| (3) Builder's Risk Insurance – all risk of physical loss during term of the construction contract and until the Facilities are substantially completed. | Coverage in an amount sufficient to pay 100% of the replacement cost of the Facilities. |
| (4) Workers' Compensation Insurance | As required by law. |
| (5) Auto Liability Insurance, including owned and non-owned non-owned exposure. | limit - \$1,000,000 per occurrence And \$1,000,000 aggregate. |

Section 9.03. LESSOR ADDITIONAL INSURED. Lessee agrees that with respect to the above required insurance:

A. Lessor shall be named on the property insurance policy and comprehensive general liability policy as additional insured/or an insured, as its interest may appear. Lessor agrees to promptly endorse insurance checks or otherwise release insurance proceeds. The liability policies shall

include a severability of interest provision enabling Lessor to file claims under such policies for property damage or bodily injury to its personnel or property, which damage or injury may arise from the negligence or misconduct of Lessee, its partners, agents or employees.

B. Lessor shall be provided with advance notice, in writing, of cancellation or material change in coverage. If any insurance policy provides that the insurer will give such notice, then Lessee shall not be obligated to do so with respect to such policy.

C. Lessor shall be provided with a certificate evidencing the above required insurance at the time the policies are required to be obtained and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration, cancellation of or material change to any such policies.

D. Lessee shall provide in all contracts executed by Lessee with respect to the construction of the Facilities that (i) all contractors and subcontractors shall maintain insurance coverage at least equal to those required by Lessor in the then current version of the Lessor's standard form of "General Conditions the Contract of Construction", applicable to University construction contracts, (ii) the parties to any subcontracts to such contracts shall maintain similar insurance coverage, and (iii) Lessor shall be named as an additional insured under all policies providing such insurance coverage.

Section 9.04. BLANKET POLICIES. If any blanket general insurance policy of Lessee complies with the requirements of this Article, such insurance shall fulfill the requirements set forth herein.

Section 9.05. SUBROGATION. Anything in this Agreement to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all rights of recovery, claims, actions, or causes of action against the other, its agents, officers, and employees for any injury, death, loss, or damage that may occur to Persons, the Facility or the Property, or any personal property of such party therein, by reason of fire, the elements, or any other cause which is insured against under the terms of the policies of insurance that are maintained by Lessor or Lessee or that Lessee is required to provide hereunder, regardless of cause or origin, including negligence by the party hereto, its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against the other.

Section 9.06. CONTRIBUTORY ACTS. Whenever in this Agreement any party is obligated to pay an amount or perform an act because of its negligence or willful misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any contributory negligence or willful misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees), and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct.

ARTICLE TEN TERMINATION; DEFAULT AND REMEDIES

Section 10.01. EVENTS OF DEFAULT. Any one of the following events shall be deemed to be an "Event of Default" by Lessee under this Agreement.

A. Lessee shall fail to pay any sum required to be paid to Lessor under the terms and provisions of this Agreement and such failure shall not be cured within thirty (30) days after Lessee's receipt of written notice from Lessor of such failure.

B. The taking by execution of Lessee's leasehold estate for the benefit of any Person.

C. Lessee shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by Lessee under the terms and provisions of this Agreement or the Operations Agreement and such failure shall not be cured within ninety (90) days after receipt of written notice from Lessor of such failure; provided that if, during such ninety (90) day period, Lessee takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder.

D. A court having jurisdiction shall enter an order for relief in any involuntary case commenced against Lessee, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Property and Facility appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Lessee or any substantial part of the properties of Lessee or ordering the winding up or liquidation of the affairs of Lessee, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

E. The commencement by Lessee of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by Lessee to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for Lessee or any substantial part of the properties of the Lessee.

F. Lessee abandons (with no intent to continue) construction or operation of the Facility for a period of forty-five (45) consecutive days.

Section 10.02. LESSOR'S RIGHTS UPON DEFAULT. Upon the occurrence and during the continuance of an Event of Default, Lessor may at its option declare this Agreement and all rights and interests created by it to be terminated.

ARTICLE ELEVEN DEFAULT BY LESSOR

If Lessor fails to perform any of its obligations or covenants under this Agreement or the Operations Agreement, and the failure is not cured within ninety (90) days after receipt of written notice from Lessee, then Lessee shall be entitled to enforce any one or more of the following rights and remedies:

A. Lessee shall be entitled to cease paying all Rent and other amounts owed to Lessor under this Agreement;

B. Lessee shall be entitled to require Lessor to specifically perform its obligations under this Agreement or restrain or enjoin Lessor from continuing the activities that constitute the default of Lessor; and

C. Lessee shall be entitled to exercise all other rights and remedies available to Lessee under this Agreement or otherwise available to Lessee at law or in equity as a consequence of the Lessor's default.

ARTICLE TWELVE
CONDEMNATION

Section 12.01. CONDEMNATION OF ENTIRE PROPERTY. Upon the permanent Taking of the entire Property, this Agreement shall terminate and expire as of the date of such Taking, and both Lessee and Lessor shall thereupon be released from any liability thereafter accruing hereunder. Lessee shall each receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 12.02. PARTIAL CONDEMNATION. Upon a temporary Taking or a Taking of less than all of the Property, Lessee, at its election, may terminate this Agreement by giving Lessor notice of its election to terminate at least sixty (60) days prior to the date of such termination if Lessee reasonably determines that the Property cannot be economically and feasibly used by Lessee for its intended purposes. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination.

Section 12.03. PAYMENT OF AWARDS. Upon the Taking of all or any portion of the Property Lessor shall be entitled (free of any claim by Lessee) to the Award.

ARTICLE THIRTEEN
ASSIGNMENT, SUBLETTING, AND TRANSFERS OF LESSEE'S INTEREST

Section 13.01. ASSIGNMENT BY LESSEE.

A. Lessee is not authorized to sell or assign Lessee's leasehold estate without first obtaining the consent of Lessor, which consent may be withheld in Lessor's sole discretion and any such assignment made or given without first obtaining Lessor's consent and without the assignee having assumed all of Lessee's obligations pursuant to this Agreement shall be null and void.

B. In the event of an assignment of this Agreement, Lessee shall nevertheless remain liable for performance of all obligations of Lessee provided by the terms and conditions of this Agreement.

Section 13.02. SUBLETTING. Lessee is not authorized to sublet the leasehold estate without the Lessor's prior written consent.

ARTICLE FOURTEEN
TAXES AND LICENSES

Section 14.01. PAYMENT OF TAXES. Lessee shall pay, and upon request by Lessor shall provide evidence of payment, to the appropriate collecting authorities, all federal, state and local taxes and fees, which are now or may hereafter be during the Term, levied upon Property, Facility, Lessee, and any of Lessee's property used in connection therewith.

Section 14.02. CONTESTED TAX PAYMENTS. Lessee shall not be required to pay, discharge or remove any taxes or assessments imposed on Lessee so long as Lessee is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. Lessee hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on any lien arising in respect to such contested amounts which are Lessee's responsibility, cause the same to be discharged and removed prior to the execution of such judgment. Lessor shall cooperate with Lessee in completing such contest and Lessor shall have no right to pay the amount contested during the contest. Upon the termination of such proceeding, Lessee shall deliver to Lessor proof of the amount due as finally determined and proof of payment thereof. Lessor, at Lessee's expense, shall join in any such proceeding if any law shall so require.

ARTICLE FIFTEEN
FORCE MAJEURE

Whenever a period of time is herein prescribed for action to be taken by Lessor or Lessee, there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. Lessor shall not be obligated to recognize any delay caused by Force Majeure unless Lessee shall, within seven (7) days after Lessee is aware of the existence of an event of Force Majeure, notify Lessor thereof. The foregoing notwithstanding, if any such delay is caused by Lessor, Lessee shall not be required to give notice to Lessor of such delay.

ARTICLE SIXTEEN
MISCELLANEOUS

Section 16.01. NONDISCRIMINATION, EMPLOYMENT AND WAGES. Lessee and its agents, subcontractors, successors and assigns shall not discriminate against any employee or applicant for employment (to be employed in performing any of the terms, conditions, covenants or obligations of Lessee provided in this Agreement) with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion sex, age, disability, or national origin.

Section 16.02. CONFLICT OF INTEREST. Lessee certifies (and this Agreement is made in reliance thereon) that neither Lessee nor any person having an interest in this Agreement by, through or under Lessee is an officer of Lessor.

Section 16.03. NOTICES. Notices or communications to Lessor or Lessee required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to Lessor:

Office of the Board of Regents
of The University of Nebraska
3835 Holdrege - Varner Hall
Lincoln, Nebraska 68583-0745
ATTENTION: Corporation Secretary

With a copy to: The University of Nebraska at Kearney
c/o Jon Watts, Vice Chancellor for Business and Finance
Warner Hall
2509 9th Ave.
Kearney, NE 68849-1209

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

If to Lessee: City of Kearney
c/o Michael Morgan, City Manager
P.O. Box 1180
18 East 22nd Street
Kearney, NE 68848-1180

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service, telecopy or mail, upon receipt.

Section 16.04. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of Lessor and Lessee.

Section 16.05. MEMORANDUM OF LEASE. Neither Lessor nor Lessee shall file this Agreement for record in the Office of the Register of Deeds of Buffalo County, Nebraska, or in any public place without the written consent of the other.

Section 16.06. NEBRASKA LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Nebraska.

Section 16.07. RIGHTS CUMULATIVE. All rights, options, and remedies of Lessor and Lessee contained in this Agreement shall be construed and held to be cumulative and no one of them shall be exclusive of the other. Lessor and Lessee shall each have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity whether or not stated in this Agreement.

Section 16.08. NONWAIVER. No waiver by Lessor or Lessee of a breach of any of the covenants, conditions, or restrictions of this Agreement shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Agreement. The failure of Lessor or Lessee to insist in any one or more cases upon the strict performance of any of the covenants of the

Agreement, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by Lessor or acceptance of payment by Lessor of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by Lessor or Lessee of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 16.09. TERMINOLOGY. Unless the context of this Agreement clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation"; (d) the word "or" shall not have the inclusive meaning represented by the phrase "and/or"; (e) the words "hereof," "herein," "hereunder," and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Agreement are for reference purposes and shall not control or affect the construction of this Agreement or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Agreement unless otherwise specified. All exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein. All references to a specific time of day in this Agreement shall be based upon Central Standard Time (or the other standard of measuring time recognized in Omaha, Nebraska).

Section 16.10. COUNTERPARTS. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 16.11. SEVERABILITY. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

Section 16.12. ENTIRE AGREEMENT. This Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

Section 16.13. AMENDMENT. No amendment, modification, or alteration of this Agreement shall be binding unless the same be in writing, dated on or subsequent to the date hereof and duly executed by the parties hereto.

Section 16.14. SUCCESSORS AND ASSIGNS. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of Lessor into another educational institution.

ARTICLE SEVENTEEN
PUBLIC RELATIONS/MARKETING

Section 17.01. PUBLIC ANNOUNCEMENTS. All public announcements, press releases, requests for information and media relations concerning the initial construction of the Property and the Facility shall be mutually agreed upon between the parties. Day to day marketing and other advertising does not require Lessor approval unless using University marks as set forth in Section 17.02 below.

Section 17.02. UNIVERSITY MARKS. Lessee will make no use of any University marks or other trademark or trade name owned by or associated with the University without, in each case, Lessor's prior explicit consent. Lessee acknowledges and agrees that Lessor is the owner of the University marks, that the limited right hereunder to use any University marks does not confer upon Lessee any license or right of ownership of any University marks, and all use of any University mark by Lessee will inure to the benefit of Lessor.

[Remainder of page intentionally left blank; signature page to follow.]

EXECUTED as of _____ day of _____, 2019.

LESSOR:

THE BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA

By _____
Susan M. Fritz, Interim President

Attest _____
Carmen K. Maurer, Corporation Secretary

LESSEE:

CITY OF KEARNEY, NEBRASKA

By _____

Name _____

Title _____

EXHIBIT "A"

Depiction and Description of the Property

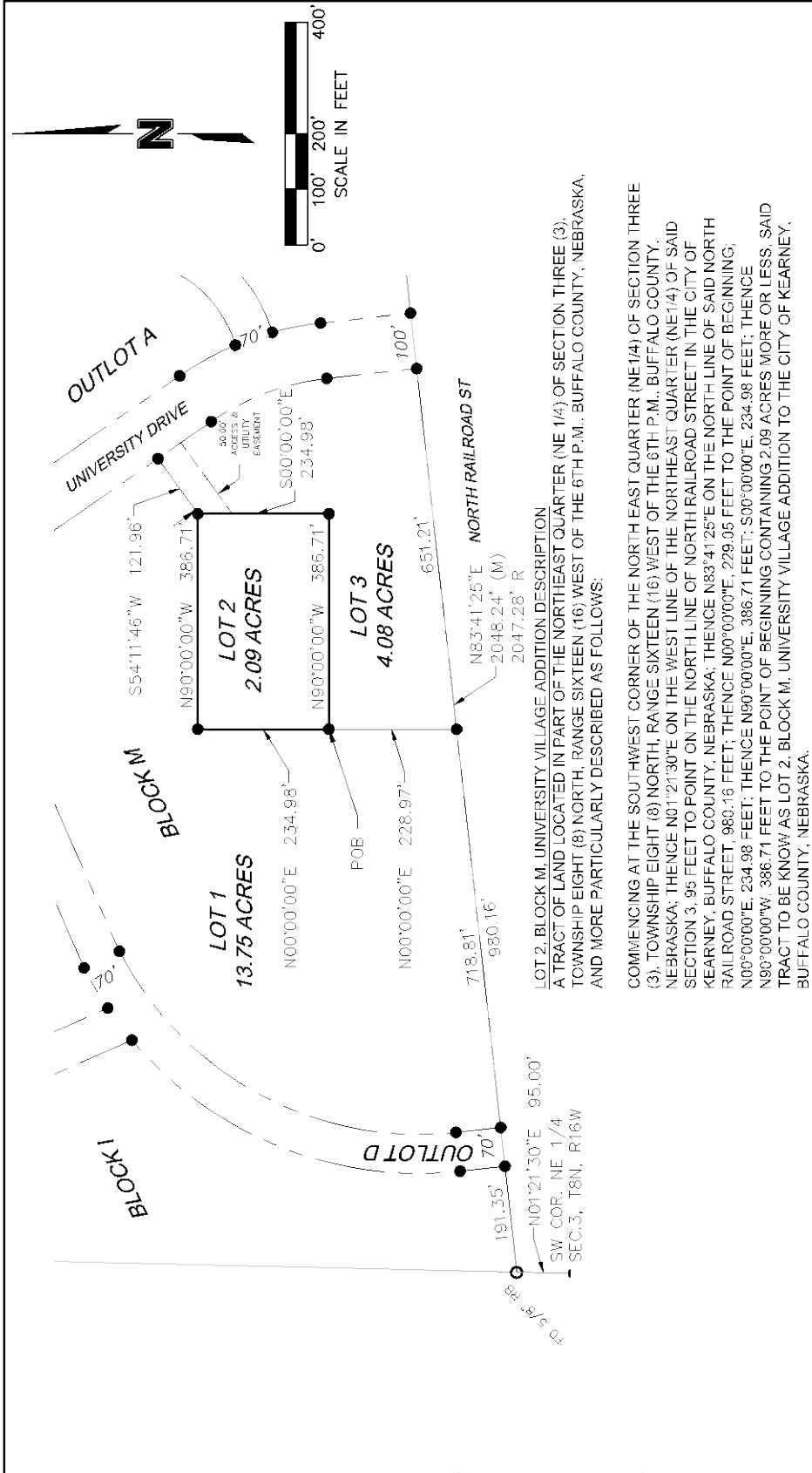
LOT 2, BLOCK M, UNIVERSITY VILLAGE ADDITION DESCRIPTION ("Property")

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN (16) WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH EAST QUARTER (NE1/4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN (16) WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA; THENCE N01°21'30"E ON THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 3, 95 FEET TO POINT ON THE NORTH LINE OF NORTH RAILROAD STREET IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA; THENCE N83°41'25"E ON THE NORTH LINE OF SAID NORTH RAILROAD STREET, 980.16 FEET; THENCE N00°00'00"E, 229.05 FEET TO THE POINT OF BEGINNING; N00°00'00"E, 234.98 FEET; THENCE N90°00'00"E, 386.71 FEET; S00°00'00"E, 234.98 FEET; THENCE N90°00'00"W, 386.71 FEET TO THE POINT OF BEGINNING CONTAINING 2.09 ACRES MORE OR LESS, SAID TRACT TO BE KNOW AS LOT 2, BLOCK M, UNIVERSITY VILLAGE ADDITION TO THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA.

(See next page for Property Depiction.)

DWG: F:\2019\2501-3000\019-2944-Design\Exhibits\LOT 2 BLOCK M EXHIBIT\019-2944.LOT 2 BLK M EXHIBIT.dwg
 DATE: Nov 11, 2019 2:18pm
 XREFS: Overall Site Figure 9-20-19
 C:\PBASE_SITE_0192944 V:\RWBY_0192944
 USER: gpedk



LOT 2, BLOCK M, UNIVERSITY VILLAGE ADDITION DESCRIPTION
 A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN (16) WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH EAST QUARTER (NE 1/4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN (16) WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA; THENCE N01°21'30"E ON THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 3, 95 FEET TO POINT ON THE NORTH LINE OF NORTH RAILROAD STREET IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA; THENCE N83°41'25"E ON THE NORTH LINE OF SAID NORTH RAILROAD STREET, 980.16 FEET; THENCE N00°00'00"E, 228.05 FEET TO THE POINT OF BEGINNING; N00°00'00"E, 234.98 FEET; THENCE N90°00'00"E, 386.71 FEET; S00°00'00"E, 234.98 FEET; THENCE N90°00'00"W, 386.71 FEET TO THE POINT OF BEGINNING CONTAINING 2.09 ACRES MORE OR LESS, SAID TRACT TO BE KNOWN AS LOT 2, BLOCK M, UNIVERSITY VILLAGE ADDITION TO THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA.

| | |
|--|---------|
| PROJECT NO: 019-2944 | EXHIBIT |
| DRAWN BY: G5B | 1 |
| DATE: 11/11/19 | |
| olsson | |
| UNIVERSITY VILLAGE LOT 2, BLOCK M, PROPERTY EXHIBIT | |
| 6315 Second Avenue Suite 1 Kearney, NE 68947 TEL 308.768.7650 | |

OPERATIONS AGREEMENT

This Operations Agreement (“Agreement”) is made and entered into as of the date set forth on the signature page of this Agreement (the “Commencement Date”) by and between the City of Kearney, Nebraska, a municipal corporation, and its successors and assigns (hereinafter the “City”), and the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska at Kearney, and its successors and assigns (hereinafter the “University”).

WHEREAS, the University is the owner of real property located in Kearney, Buffalo County, Nebraska (the “Property”) more particularly described in EXHIBIT “A”;

WHEREAS, Lessor and Lessee have discussed a collaboration for the development of tennis facilities and related improvements (collectively, the “Facility”) for students at the University of Nebraska at Kearney (“UNK”) and the Kearney community;

WHEREAS, Lessee has the ability to apply for a Civic and Community Center Financing Fund grant with the State of Nebraska for the Facility and, as part of such grant, Lessee must own the Facility;

WHEREAS, Lessor deems it is best that the Property (as hereafter defined) be leased to Lessee for the purpose of developing and constructing the Facility and has determined that Lessee is qualified to develop the Facility;

WHEREAS, the University and the City have negotiated a Ground Lease Agreement under which the Property is leased by the University to the City (the “Ground Lease”);

WHEREAS, in consideration of the Ground Lease, the University and the City have agreed to additional considerations for the operation of the Facility, which terms and conditions set forth below.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth herein, it is agreed by and between the parties as follows:

1. **Use.** The City and the University acknowledge and agree that the City intends to construct a building (“Building”) and other improvements on, under, and over the Property for operating an indoor tennis facility and other related improvements (the “Facility”). The City also intends to locate the City’s Park and Recreation Department’s administrative offices within the Building. The City agrees that it is familiar with the zoning of the Property and that its use of the Property will comply therewith.

2. **Construction of Facility.**

A. **Improvements as Partial Consideration.** The City shall design, construct, operate, and maintain the Facility.

B. Design Guidelines; Design and Plan Approval. The parties acknowledge and agree that the Property is subject to the Declaration of Covenants, Conditions, and Restrictions for University Village, dated _____, 2019 and recorded in the Office of the Buffalo County Register of Deeds as Instrument Number _____ (the “CCRs”). The Facility will comply with the Design Guidelines, as defined in the CCRs, and the plans and specifications must be approved by the Architectural Control Committee thereunder.

C. Facility Financing. The City has applied for and received the Civic and Community Center Grant from the State of Nebraska in the amount of One Million One Hundred Twenty-Five Thousand and No/100 Dollars (\$1,125,000.00). The City agrees to apply all of these grant funds to the construction of the Facility. The University will contribute Four Hundred Seventy Thousand and No/100 Dollars (\$470,000.00) toward the construction of the Facility. It is anticipated that the University of Nebraska Foundation will contribute Three Million Eight Hundred Sixty-One Thousand Fifty and No/100 Dollars (\$3,861,050.00) in funds that have been or will be donated for the Facility. All remaining costs and expenses in constructing the Facility will be paid by the City. The Facility is estimated to cost approximately \$7,500,000 (the “Facility Cost”). In the event Lessee has not received substantial funds or pledges for the full Facility Cost on or before May 1, 2020, Lessee may terminate the Ground Lease and this Agreement by written notice to Lessor and neither party shall have any future obligation hereunder and all amounts paid by the University toward the Facility will be refunded.

D. Construction Work. The City shall be solely responsible for the construction of the Facility and all other costs and expenses associated therewith, subject to the contributions of the University as set forth herein. The construction work shall be performed in accordance with all applicable legal requirements. Any contractor performing the work shall be adequately bonded and insured. The construction work shall also be performed in a good and workmanlike manner and in accordance with good construction practices. After completion of the construction of the Facility, the City shall have the right to construct additional improvements to the Property and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same, subject to the conditions herein. The cost of all improvements or additions shall be paid by the City.

E. Infrastructure Costs. Notwithstanding the foregoing, the University shall be solely responsible for the costs and expenses associated with the installation and paving of roads and the installation of electricity, gas sewer and water to the Property boundary.

F. Sales Tax. The City shall be solely responsible for all sales tax, if any, during the construction of the Facility any improvements to the Property, subject to whatever exemptions that may apply.

3. **Operation of Tennis Facility on Property.**

A. Public Use. The Property shall be used by the City for the construction, development, and operation of the Facility and for no other purpose without the prior written consent of the University. The City acknowledges that the operation of the Facility is in the public interest of the City and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable laws.

B. University Use. The University will have priority use of the Facility during the women's collegiate tennis season at no cost to the University. In addition, the University or student groups may reserve use of the Facility for intramural tennis and other student activities at no cost to the University.

C. Standards for Operation. The City shall be responsible for all operations of the Facility year-round. The City shall pay as the same shall become due and prior to delinquency each and every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, by reason of its interest in and operation of the Facility. The University shall have no obligation for ongoing operation and maintenance of the Facility, subject to the University Fee as set forth in paragraph 3(D) hereof. The City may sell food and drinks at the Facility in connection with its operation of the Facility. However, the City will not provide alcohol sales at the Facility.

D. University Fee. On or before August 1, the University shall pay to the City an annual fee for unlimited use of the Facility in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), which amount shall be increased by three percent (3%) per year (the "University Fee").

4. Term. The term of this Agreement shall commence on the Commencement Date and will continue for a period of twenty-five (25) years from the Commencement Date. Provided the City is not in default hereunder, the City may extend the term of this Agreement for one (1) additional twenty-five (25) year period by providing the University with written notice at least one hundred eighty (180) days prior to the expiration of the initial term. Notwithstanding the foregoing, in the event the Ground Lease expires or is terminated, this Agreement shall automatically terminate without further action or notice by either party.

5. Community Rentals. The parties agree that the Facility shall be rented to the public (subject to availability) at rates to be set by the City.

6. Insurance. The City shall obtain and maintain the insurance required under the terms of the Ground Lease.

7. Expenses.

A. Maintenance and Repair. The City shall pay all expenses of every kind and nature whatsoever attributable to the Facility and Property including, but not limited to the following: all repairs to and maintenance of the Facility, the Building and all improvements and systems placed on the Property by the City.

B. Utilities. The University shall pay utility charges, including gas and electricity services supplied to the Property, including any connection charges associated therewith. The City shall pay water, sewer, telephone, internet, garbage removal, pest control, cable and other services supplied to the Property, including any connection charges associated therewith.

C. Grounds. The University shall provide for the repair and maintenance of the outdoor areas of the Property, parking, and sidewalk areas, including landscaping and keeping

the areas free of rubbish, ice, and snow consistent with University standards.

D. Janitorial. The University shall provide janitorial services for the Property, including the exterior and interior thereof to be cleaned according to University standards.

8. No Joint Venture. Except as otherwise provided herein, the City has sole and exclusive charge and control of the manner and means of operating the Facility. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties. The parties agree that each of them is acting on its own behalf and not as an employee, joint venturer or partner of the other. Each party is interested only in the results obtained from this Agreement and each party shall be in exclusive charge and control of its own performance according to its own means and methods. Neither party shall be deemed an agent or representative of the other and neither party has permission or authority to bind or commit the other party to any agreements or other obligations.

9. Condition of the Property. By leasing the Property, the City accepts the Property in its then current "as is" condition. The University is not responsible to make any improvements to the Property unless agreed to in writing by the parties. The City shall, at all times, keep the Facility in good repair and shall also keep the same in a clean, sanitary and safe condition and in compliance with all applicable building, fire, life safety, accessibility codes and regulations and all applicable health, safety and police regulations in force. Notwithstanding the foregoing, pursuant to the terms of the Ground Lease, the University shall be responsible for all landscaping, snow removal, mowing, and other upkeep of the grounds of the Property.

10. Requirements of Law. The City shall, at its expense, observe and comply with the CCRs and all applicable present and future laws, ordinances, requirements, orders, directions, codes, rules and regulations of all governmental authorities having jurisdiction over the Property, including, but not limited to zoning, parking, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, City and federal flood regulations, or other applicable federal, state and local requirements pertaining to the City's use of the Property and the Facility, whether the same are in force at the commencement of this Agreement or may in the future be passed, enacted or directed (collectively, "Applicable Laws"). The City shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper construction and use of the Property, the Building, and any improvements or appurtenance or any part thereof, as now or hereafter constituted. The City shall defend, indemnify, protect and hold harmless the University and all the officers, employees and agents of the University against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from the City's failure to comply with and fulfill any requirement of Applicable Laws.

11. Indemnification. To the greatest extent permitted by law, each party shall release, indemnify, save, hold harmless and defend the other party from and against any and all claims, liabilities, damages, losses and expenses, fines, penalties, costs, liens, suits, demands, and expenses, including but not limited to attorney's fees, arising out of or resulting from this Agreement or to any person or property in or about the Property that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of the

indemnifying party, its employees, agents, contractors, subcontractors, or other duly authorized representatives or designees, or anyone for whose acts any of them may be liable. The University shall not be liable to the City, its agent, employees, representatives, customers, or invitees for any personal injury, death or damage including consequential damages to property caused by theft, burglary, water, gas, electricity, fire, fumes or for any other cause occurring on or about the Property, unless caused in whole or in part by the intentional or negligent act or omission of the University. All property kept, stored, or maintained on the Property shall be so kept, stored, or maintained at the sole risk of the City. The parties do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This paragraph survives any termination of this Agreement. Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

12. **Default, Waiver.** In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default if such failure continues for fourteen (14) days after the non-complying party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such fourteen (14) day period, such failure shall not be considered a default, provided the non-complying party commences the cure within the fourteen (14) day period and continues to exercise reasonable diligence to complete the cure. If any default under this Agreement shall occur and the defaulting party fails to cure the same within the expected curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event of default custom or practice of the parties which varies from the terms of this Agreement shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein. No right or remedy given in this Agreement to the City or the University is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute.

13. **Naming; Sign Criteria.** The City may name the Facility the Ernest Grundy Tennis Center. The City has the right to name the tennis courts inside the Facility. Pursuant to the terms of the CCRs, the City shall obtain approval from the Architectural Control Committee of all signage proposed to be erected, placed, or maintained by the City on the exterior of the Building and all such signage must comply with the Design Guidelines. The parties acknowledge and agree, subject to Architectural Review Committee approval, that the City will install permanent signage that includes the UNK logo on the outside of the Building, the final size, location and style of which will be approved by the University. No other use of the University's trademarks or logos is permitted without the express written consent of the University.

14. **Nondiscrimination.** The City and anyone acting by virtue of this Agreement shall not discriminate against any employee (or applicant for employment) with respect to hire, tenure, terms, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, or national origin in accordance with the requirements of Neb. Rev. Stat. § 48-1122, as amended, nor shall the City or anyone else, in conducting the business covered by this Agreement,

discriminate against any patrons of said business or against anyone else, because of such person's race, color, religion, sex, or national origin.

15. **Assignment.** Neither party may assign this Agreement without the express written consent of the other party. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

16. **Severability.** If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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

18. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

20. **Entire Agreement.** This Agreement and the Ground Lease contain the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. That certain letter agreement dated January 31, 2019 and that certain Building Agreement and Lease dated February 11, 2019 are hereby superseded and declared void and of no further effect. This Agreement cannot be modified or altered except in writing and consented to by all parties. The recitals to this Agreement are hereby incorporated by this reference as if fully set forth herein.

21. **Notice and Demands.** Notice, demand or other communication to the City or the University required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) registered or certified United States mail, postage prepaid, or (d) prepaid fax if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the City: City of Kearney
c/o Michael Morgan, City Manager
P.O. Box 1180
18 East 22nd Street
Kearney, NE 68848-1180

If to the University: The University of Nebraska at Kearney
c/o Jon Watts, Vice Chancellor for Business and Finance
Warner Hall
2509 9th Ave.
Kearney, NE 68849-1209

With a copy to: University General Counsel
3835 Holdrege Street, Suite 201
Lincoln, NE 68583-0745

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

23. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

24. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

25. **Employment Status.** The City and the University agree that all individuals involved in the design, construction and operation of the Facility must be verified using the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

26. **Delegation of Authority.** The Mayor (or his/her designee) is authorized on behalf of the City and the University President (or his/her designee) is authorized on behalf of the University to take all necessary or reasonable actions to implement and close the transaction and agreements contained herein and to make any reasonable amendments hereto.

27. **Taxpayer Transparency Act.** Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-302.01, as may be amended), the University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of the City to notify the University of any requested redactions to the Agreement

under Neb. Rev. Stat. §84-712.05(3) at the time of execution. In addition, the City agrees to defend any challenge to such redactions at its own expense.

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

EXECUTED as of _____ day of _____, 2019.

ATTEST:

CITY OF KEARNEY, NEBRASKA

City Clerk

Michael Morgan, City Manager

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

Susan M. Fritz, Interim President

Attest: _____
Carmen K. Maurer, Corporation Secretary

EXHIBIT "A"

Depiction and Description of the Property

LOT 2, BLOCK M, UNIVERSITY VILLAGE ADDITION DESCRIPTION ("Property")
A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE 1/4)
OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN (16)
WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA, AND MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH EAST QUARTER
(NE1/4) OF SECTION THREE (3), TOWNSHIP EIGHT (8) NORTH, RANGE SIXTEEN
(16) WEST OF THE 6TH P.M., BUFFALO COUNTY, NEBRASKA; THENCE
N01°21'30"E ON THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID
SECTION 3, 95 FEET TO POINT ON THE NORTH LINE OF NORTH RAILROAD
STREET IN THE CITY OF KEARNEY, BUFFALO COUNTY, NEBRASKA; THENCE
N83°41'25"E ON THE NORTH LINE OF SAID NORTH RAILROAD STREET, 980.16
FEET; THENCE N00°00'00"E, 229.05 FEET TO THE POINT OF BEGINNING;
N00°00'00"E, 234.98 FEET; THENCE N90°00'00"E, 386.71 FEET; S00°00'00"E, 234.98
FEET; THENCE N90°00'00"W, 386.71 FEET TO THE POINT OF BEGINNING
CONTAINING 2.09 ACRES MORE OR LESS, SAID TRACT TO BE KNOWN AS LOT 2,
BLOCK M, UNIVERSITY VILLAGE ADDITION TO THE CITY OF KEARNEY, BUFFALO
COUNTY, NEBRASKA.

(See next page for Property Depiction.)

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

MEETING DATE: December 5, 2019

SUBJECT: Program Statement for Barkley Memorial Center Expansion and Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Program Statement for Barkley Memorial Center Expansion and Renovation at UNL

PREVIOUS ACTION: None

EXPLANATION: The programs in speech pathology, audiology, and special education had their beginnings in Teachers College in the 1920's. The Department of Special Education and Communication Disorders (SECD) is now a unified department. SECD has hired 26 faculty and seven support staff, eliminated redundant courses, and consolidated some program offerings. The building is used for academic purposes from 7AM to 10 PM. The total enrollment has grown to 612 students with graduate student enrollment reaching its highest point in 2017. The number of grant submissions has increased 46% since FY13 with \$28 million in grant proposals submitted during FY18 of which total grant awards received were \$2.3 million. With 38 full time faculty, 10 support staff, 600+ students, 6000+ clinic visits annually, 250+ children at the reading center, and a growing number of community partners and collaborators, SECD has outgrown the capacity of the existing building. The proposed project includes renovation/reconfiguration of existing spaces, addresses life-safety and code related deficiencies, provides upgrades to building systems, adds a 12,000 square foot addition, resolves security concerns, and improves overall wayfinding.

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

Proposed start of construction November 2020
Proposed completion of construction June 2022

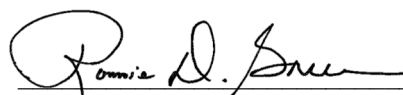
PROJECT COST: Project Budget \$10,000,000

ON-GOING FISCAL IMPACT: Estimated Operating and Maintenance \$78,000

SOURCE OF FUNDS: Trust Funds

SPONSOR: William J. Nunez
Vice Chancellor for Business & Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: November 8, 2019

Program Statement

Project Name: Barkley Memorial Center Expansion and Renovation
Campus: University of Nebraska-Lincoln East Campus
Date: December 6, 2019
Prepared by: NU Facilities Planning & Construction
Dr. Sherri Jones and Alley Poyner Macchietto Architecture
Campus Project No: 12602

1. Introduction

A. Background and history

The programs in speech pathology, audiology, and special education had their beginnings in Teachers College in the 1920s. In 1933, a Speech Clinic was opened on campus and the courses in Speech Pathology were conducted in connection with the clinic. The department of Educational Psychology and Measurements and the Department of Speech and Dramatic Art jointly maintained the speech clinic and planned a joint program in speech therapy. The first master's degree in the speech therapy program was granted in 1953. By the end of the 1950s, preparation of special education teachers was well underway and a real expansion of special education came in the 1960/70s due to federal legislation and federal support of special education programs.

In 1976, the Barkley Memorial Center (BKC) was dedicated to house three entities- 1) Division of Special Education, 2) Department of Speech Pathology and Audiology, and 3) Specialized Office for the Deaf and Hard of Hearing. In 1983, the three entities merged to form the Department of Special Education and Communication Disorders. Until 2011, the department was structured as two divisions. The Division of Special Education provided governance for the undergraduate and graduate programs in special education and the Division of Communication Disorders provided governance for the undergraduate and graduate programs in speech language pathology and audiology.

From 2012 to present, the Department of Special Education and Communication Disorders (SECD) has modified its organizational structure and operations to transition away from administrative divisions toward a unified department. The three collaborative program areas: Special Education (SPED), Speech Language Pathology (SLP) and Audiology, prepare students to become professionals (teachers, clinicians, and researchers) who enhance the lives of individuals with special needs, their families, schools, and communities.

As a unified department, SECD has hired 26 faculty and seven support staff, eliminated redundant courses, and consolidated some program offerings. The building is utilized for academic purposes from 7AM to 10 PM. The total enrollment has grown to 612 students (second highest in history of the department) with graduate student enrollment reaching its highest point ever in 2017 with 217 students. The number of grant submissions has increased 46% since FY13 with \$28 million in grant proposals submitted during FY18 which was the highest submission total to date. SECD achieved its highest total research expenditures of \$2.8 million in FY18. With 38 full time faculty, 10 support staff, 600+ students, 6000+ clinic visits annually, 250+ children at the reading center, and a growing number of community partners and collaborators, SECD has outgrown the capacity of the existing building.

B. Project description

SECD is housed in an existing 3-story building with 66,630 in gross square foot. The 43-year old structure poses major impediments for today's twenty-first century learning environment and is especially challenging when providing solutions to SECD's unique and varying program needs. This project renovates and reconfigures existing spaces, addresses life-safety and code related deficiencies, upgrades some building systems, adds a 12,000 square foot single-story addition, resolves security

Barkley Memorial Center Expansion and Renovation

Program Statement

concerns, and improves overall wayfinding. Recently renovated spaces (Kit and Dick Schmoker Reading Center, Cochlear Implant Lab, Hearing Aid and Perception Lab, and audiology clinic upgrades) will remain untouched during this project.

The renovation project scope proposes varying levels of renovation on each floor, ranging from minor finish updates to reconfiguration of the current layout for more efficient space utilization and improved circulation between departments and programs. Upgrading the existing building to exceed ADA code requirements to better serve the occupants is the top priority of the renovation scope. The ADA upgrades will include expanding and updating restrooms on each floor, changing doors and door hardware throughout the building, replacing stairwell handrails and guardrails, providing new signage to help with wayfinding, and installing improved technology to serve people with special needs.

The new 12,000 square foot building addition scope, planned on the east is proposed to house all SLP clinic services and research labs. The addition will enable creating a direct access to the Barkley Memorial Center from Holdrege Street, allowing pedestrians and patients a more efficient and accessible entry/drop-off sequence. The addition will also help segregate traffic flow within the building by limiting patient movement on the lower level. The existing exterior garden will be relocated and will be integrated for use as patient therapy space.

C. Purpose and objectives

The primary purpose of the project is to upgrade the Barkley Memorial Center to a highly accessible facility suitable for teaching and helping individuals with special needs while excelling in research and academic engagement with the community. The expansion and renovation will create an inviting space on UNL campus that is clearly identifiable with the Department of SECD and supports their mission of “Serving People with Special Needs”.

The renovated space will allow SECD students, faculty and staff to:

- Recruit new students and faculty
- Engage in active learning, teaching, and research
- Collaborate across disciplines and departments on campus and with community members across the state and nation
- Increase research funding by providing state-of-art labs to current and future researchers
- Engage more community partners
- Efficiently serve patients and their families

2. Justification of the Project

A. Data that supports the funding request

SECD currently occupies the Barkley Memorial Center. It has about 42,000 assignable square feet including five classrooms (seating 30-80 students), eight conference rooms (seating 10-20), eight research laboratories, the Ricketts Computer lab, the Academy for Child and Family Well Being, the Barkley Speech Language and Hearing Clinic, the Kit and Dick Schmoker Reading Center, student areas, and faculty and staff offices. Community partnerships also occupy space within the building including the Scottish Rite RiteCare Clinic, the Nebraska Autism Support Network, and the Nebraska State Stroke Association.

With 38 full time faculty, 10 support staff, 600+ students, 6000+ clinic visits annually, 250+ children at the Reading Center annually, and a growing number of community partners and collaborators, SECD has outgrown the capacity of the existing building.

Barkley Memorial Center Expansion and Renovation

Program Statement

With the growth in students and research labs, the interior layout has developed into an inconvenient and inefficient space demanding improvements to wayfinding. The current patient parking lot on the south side is insufficient for the number of patients visiting clinics. The building does not serve all the accessibility needs of people visiting the building. The students have minimal collaborative and recreational spaces. Before classes, the hallways are filled with students blocking the path of travel for everyone. The building is used for academic purposes from 7AM to 10 PM.

There have been few building systems upgrades or improvements since the original construction and many items are at the end of their useful life or no longer compliant with relevant standards and requirements. It is very important in this building to have more than minimums of accessibility but rather address universal access concerns. Many improvements and modifications will be considered to address such needs.

B. Alternatives considered

The proposed project scope has been carefully outlined to provide the most significant impact on the largest part of the program and takes into consideration the available budget and feasibility of required logistics. During design and cost estimation, options will be explored to construct a two story addition versus the single story currently being proposed.

During programming two alternatives were considered:

1) Renovating the existing building only

After review of the current and projected growth needs of the department, it was apparent the existing square footage was insufficient to meet the pressing needs of SECD. Thus limiting the project scope to renovation only was not considered a suitable option.

2) Program need beyond 10 years

An ideal project based on growth projections beyond 10 years, was explored with a larger expansion and a full interior renovation. Due to budget constraints, this alternate was not considered further.

3. Location and site considerations

A. County: Lancaster

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

C. Proposed site



Barkley Memorial Center Expansion and Renovation

Program Statement

D. Statewide building inventory:

| Building | Tag Number |
|-----------------|-------------------|
| BKC | 51ZZ054900B |

E. Influence of project on existing site conditions

1) Relationship to neighbors and environment

Barkley Memorial Center is a standalone structure located at the southeast corner of East Campus just north of the Holdrege and 42nd Streets intersection. The building’s main clinical entrance is located on the south side and is not easily visible from the campus loop road. The building does not have a good pedestrian connection to other buildings on campus. There is a parking lot to the east that can be directly accessed from Holdrege Street but it is not efficiently used as it is not connected to the main clinical entrance nor the east campus loop road.

The project proposes to relocate the building’s main clinical entrance to the east side as part of the addition. This will give users an immediate visual connection, efficient drop off space, and easy access to the building’s entry from Holdrege Street.

2) Utilities

The fire service main, post indicator valve, FDC and service entrance will need to be relocated. A new natural gas service main is being installed at the west side of the building as part of an infrastructure project. The existing gas service will be connected to this main and the old one removed from the east side. The existing site sanitary will be removed and replaced in the proposed addition and then reconnected to existing site sanitary. Chilled water, steam/hot water, and main electrical service for the facility will be maintained in their current locations.

3) Parking & circulation

Barkley Memorial Center has ample parking surrounding the building that will be more efficiently used after relocating the main clinical entrance to the east side of the new addition. During design, parking will be analyzed and addressed in coordination with UNL Parking services.

4. Comprehensive Plan Compliance

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

The Barkley Memorial Center Expansion and Renovation project aligns with the goals outlined in the current University of Nebraska Strategic Planning Framework 2014-2016. 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*
 - 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).*

Barkley Memorial Center Expansion and Renovation

Program Statement

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).*

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

The Barkley Memorial Center Expansion and Renovation is consistent with Plan Big adopted by the Board of Regents in 2013. The Plan Big UNL: UNL Campus architectural guideline principles this project will embrace include:

- *Buildings must relate to and define outdoor campus spaces.*
- *Material and color selections should contribute to a contextual and integrated aesthetic environment.*
- *Places should embody design qualities that express UNL's place as a premier, forward-looking institution where high levels of achievement are the standard.*
- *Successful buildings will consist of massing that is proportional to their context and comprehensible to human-scale.*
- *Places should create spaces that inspire social and intellectual collaboration.*
- *Building performance should influence architectural character.*

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.

Barkley Memorial Center Expansion and Renovation

Program Statement

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 SLP clinic will be relocated to the new first level clinic addition and will provide program appropriate exam rooms, therapy rooms, research labs, and public spaces. The Audiology clinic, currently on the first level west will also benefit from the east addition by being integrated into the new clinic.

B. Square footage of existing areas:

| | |
|-------------------|------------|
| Net square feet | 57,694 NSF |
| Gross square feet | 66,630 GSF |

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

Existing offices will primarily be reutilized. A portion of the existing clinic areas, on second floor, will be transformed into an open student lounge. Offices, exam rooms and treatment rooms will be repurposed for office spaces. About 80% of the existing building will be renovated to accomplish minor upgrades or major reconfiguration of space.

D. Physical deficiencies

- **Architectural/Interiors:** Way-finding is a major challenge within the building. Sound isolation is very poor. The building does not meet current ADA standards.
- **Electrical:** The existing 300kVA transformer is at the end of its useful life. The switch feeding the transformer is at capacity. The main electrical room shares space with the elevator equipment, which is a code violation. A second transfer switch should be added to separate the Life Safety functions of the building. All electrical panels have 10K AIC rated breakers that would need to be replaced.
- **Elevators:** The elevator equipment is not separated. No shunt trip electrical connections. Lighting, fire alarm, HVAC, and pits do not meet the current Nebraska Elevator Code requirements.
- **Mechanical:** Air handling units (AHU) 1, 2, and 5 are at the end of their useful life. Two-thirds of the existing building HVAC systems are controlled by a pneumatic control system.
- **Plumbing:** Aged systems. The restroom fixture count does not meet code requirements.

E. Programmatic deficiencies

The internal organization of Barkley Memorial Center, defined by narrow, disorienting hallways and scattered user groups on each floor, has resulted in a facility that is unsuccessful in cultivating a sense of identity for SECD students, faculty and staff, and the greater community.

Clinics lack adjacencies and are split between first and second floor, making maneuvering independently through the clinic a major challenge for users with special needs (e.g., patients with mobility impairments, balance challenges, neuro-motor diseases, endurance limitations, and the elderly). Observation rooms adjacent to many treatment spaces are violating current privacy regulations. The existing motion-activated main entrance doors present an increase in liability for

Barkley Memorial Center Expansion and Renovation

Program Statement

clinicians and safety concerns for children being treated in the clinic who pose high elopement risk. Families and care-givers lack adequate waiting area while patients are being observed and treated.

Classrooms and Labs lack interactive discourse for today’s team-based learning. These rooms do not function properly due to space constraints from reuse of existing available space. Students lack collaborative, study, and recreational areas.

The growth of staff and faculty within a building lacking space has created a misalignment of necessary program adjacencies with new faculty and staff being located within available rooms, regardless of size or needs.

F. Replacement cost of existing building

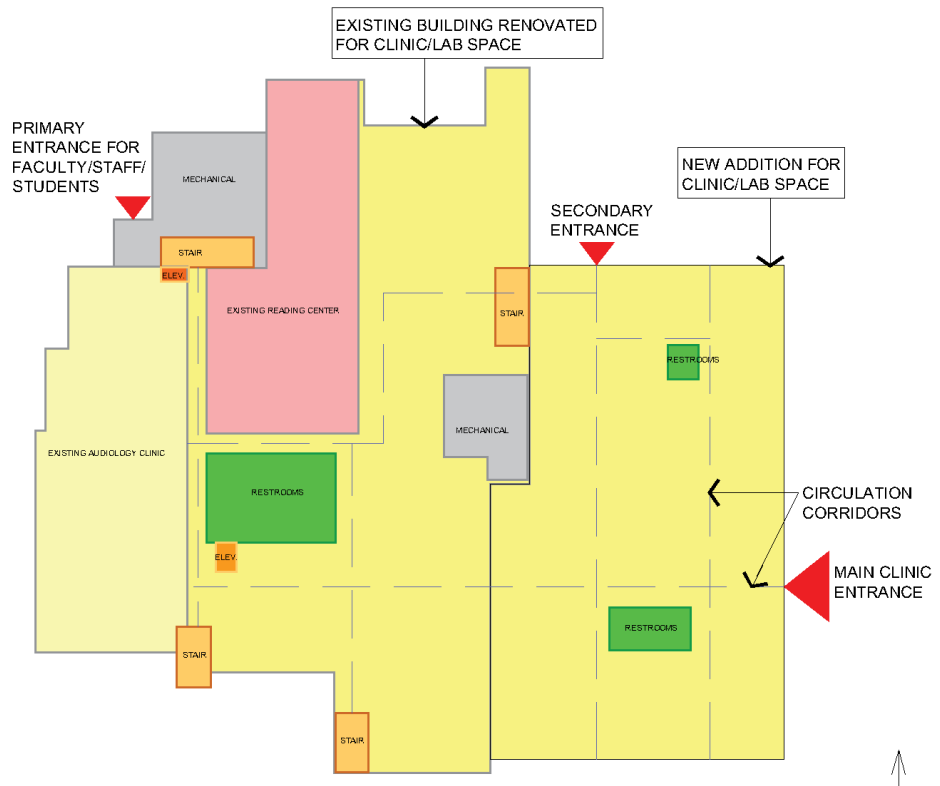
The replacement cost of BKC is listed in the FMIR 2017 as \$16,914,849.

6. Facility Requirements and the Impact of the Proposed Project

A. Functions and purpose of the proposed program

1) Activity identification and analysis

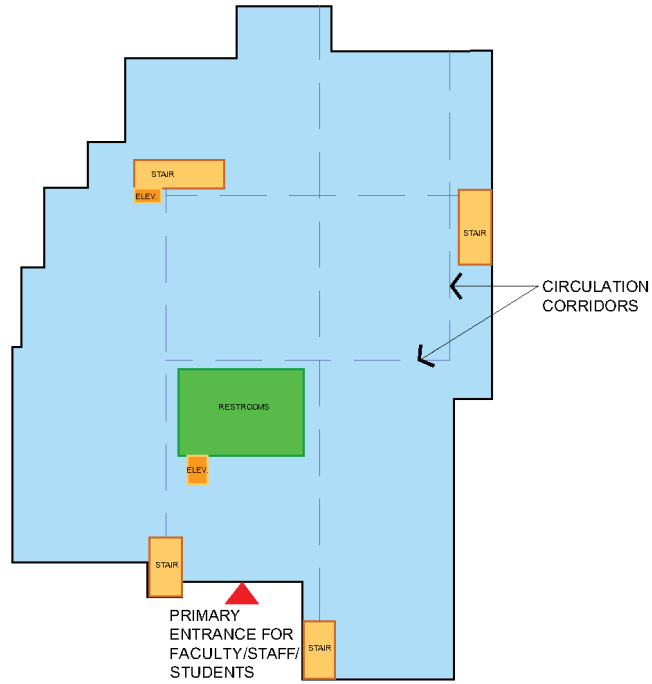
Lower Level Floor Plan – Primarily for Clinic and Lab Space



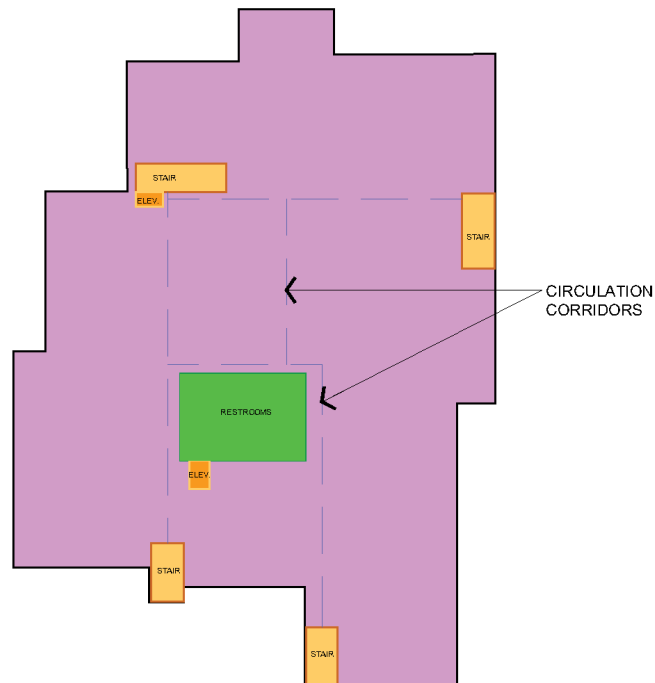
Barkley Memorial Center Expansion and Renovation

Program Statement

Middle Level Floor Plan – Primarily for Faculty Offices



Upper Level Floor Plan – Primarily for Student Space



Barkley Memorial Center Expansion and Renovation

Program Statement

2) Projected occupancy/use levels

• Personnel projections

The following table contains historical and projected numbers of faculty, staff and students. The projections reflect increased capacity for graduate and undergraduate students and strategic plans for faculty to meet the demands of growth, particularly for experiential learning associated with graduate professional training and research training.

| Personnel Type | Fall 2014 | Fall 2019 | Fall 2023 |
|-------------------------|-----------|-----------|-----------|
| Tenured/Tenure Track | 17 | 16 | 22 |
| FT Lecturer/PoP | 9 | 9 | 12 |
| FT Lecturer | 10 | 10 | 10 |
| Research Faculty | 3 | 4 | 4 |
| Staff | 12 | 12 | 13 |
| Postdoctoral Associates | 2 | 4 | 6 |
| Graduate Students | 169 | 199 | 230 |
| Undergraduate Students | 400 | 376 | 425 |

• Describe/justify projected enrollments/occupancy

The projected growth and accompanying use of the new clinic expansion is based on the growth of clinical services and demand for clinic professionals in the state and beyond.

B. Space requirements

1) Square footage by individual areas and/or functions

| Space Description | Space Use Code | Existing NSF | Renovated NSF | New NSF | Total NSF For Project |
|--|----------------|--------------|---------------|---------|-----------------------|
| Classroom | 110 | 6,205 | 6,479 | | 6,479 |
| Classroom Service | 115 | 343 | 360 | | 360 |
| 100 - Classroom Facilities Subtotal | | 6,548 | 6,839 | 0 | 6,839 |
| Research Lab | 250 | 7,724 | 3,834 | 800 | 4,634 |
| Research Lab Services | 255 | | 756 | 1,000 | 1,756 |
| 200 - Lab Facilities Subtotal | | 7,724 | 4,590 | 1,800 | 6,390 |
| Office - Professional and Admin Staff | 310 | 1,453 | 2,619 | | 2,619 |
| Office - Faculty | 310 | 4,898 | 4,243 | | 4,243 |
| Office -Adjunct Faculty | 310 | 122 | 900 | | 900 |
| Office - Post Doctoral and Doctoral | 310 | 616 | 952 | | 952 |
| Office - Graduate Student | 310 | 2,043 | 3,548 | | 3,548 |
| Office - Community Partner | 310 | 534 | 502 | | 502 |
| Office Service | 315 | 765 | 767 | | 767 |
| Conference Room | 350 | 2,727 | 2,780 | | 2,780 |
| Conference Room Service | 355 | 383 | 120 | | 120 |
| 300 - Office Facilities Subtotal | | 13,541 | 16,431 | 0 | 16,431 |

Barkley Memorial Center Expansion and Renovation

Program Statement

| Space Description | Space Use Code | Existing NSF | Renovated NSF | New NSF | Total NSF For Project |
|--|--------------------------|---------------|---------------|---------------|-----------------------|
| Clinic (Non-health Profession) | 535 | 6,995 | 2,511 | 6,500 | 9,011 |
| Clinic Service (Non-health Profession) | 540 | 4,850 | 683 | | 683 |
| 500 - Special-Use Facilities Subtotal | | 11,845 | 3,194 | 6,500 | 9,694 |
| Lounge - Faculty | 650 | 671 | 360 | | 360 |
| Lounge - Student | 650 | | 1,638 | | 1,638 |
| 600 - General-Use Facilities Subtotal | | 671 | 1,998 | 0 | 1,998 |
| Circulation Area | WWW | 13,869 | 13644 | 2300 | 15,944 |
| Custodial Area | XXX | 102 | 102 | 600 | 702 |
| Mechanical Area | YYY | 1,929 | 0 | | 0 |
| Misc Support (IT, Lactation, RRs) | 000 | 1,465 | 1,450 | | 1,450 |
| Building Support Subtotal | | 17,365 | 15,196 | 2,900 | 18,096 |
| | | | | | |
| | Net Square Feet | 57,694 | 48,248 | 11,200 | 59,448 |
| | Gross Square Feet | 66,630 | 48,248 | 12,000 | 60,248 |

2) Basis for square footage/planning parameters

The existing facility was used as a reference along with the research team’s experience and operational needs. The expertise of the design firm and best practices in the industry helped set the spaces and sizes.

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

| | Existing (a) | Existing to be Renovated (b) | Proposed New Addition (c) | Total Project (b+c) | Total Existing + Proposed New (a+c) |
|--------------------------|-----------------|---------------------------------|------------------------------|------------------------|--|
| Net Square Feet | 57,694 | 48,248 | 11,200 | 59,448 | 68,894 |
| Gross Square Feet | 66,630 | 48,248 | 12,000 | 60,248 | 78,630 |
| Efficiency | 87% | | 93% | | 88% |

C. Impact of the project on existing space

1) Reutilization and function(s)

The primary impact, with respect to reutilization of existing space, involves the reorganization of users within existing space, on all floors, to gain efficiencies. The reduction of redundant spaces and compartmentalized floor plans will add more useable square footage within the existing building. Faculty and staff offices will primarily be utilized as-is with cosmetic updates where possible. Shared spaces, such as waiting areas, storage rooms, copy print centers and lounges will be carefully considered and strategically located to avoid redundancy between programs. Student study and workspaces will be grouped together to provide an open flexible and centrally located environment.

2) Demolition

The existing structure has morphed into a highly compartmentalized building, packed with small, enclosed rooms and corridors, making wayfinding and usage extremely difficult and inefficient. Demolition is aimed at improving utilization, efficiencies, and adjacencies.

3) Renovation

Renovations will be of varying scope. Some will be more invasive, removing clusters of rooms to provide new spaces; others will require minor adjustments to walls, doors, and/or ceilings. Corridors and existing spaces, which may remain as-is, will be reviewed individually for paint and carpet refresh as budget allows.

7. EQUIPMENT REQUIREMENTS

A. List of available equipment for reuse

Existing equipment and furnishings will be evaluated for reuse. Requirement for new will be identified during design.

B. Additional Equipment

1) Fixed equipment

Fixed equipment may include cabinetry and lecture hall seating. Final requirements will be identified during design.

2) Movable equipment

Movable equipment will include office, classroom, and student support space furniture in the renovated building and new addition. This also includes white boards, projection screens and projectors, flat screen monitors, shelving, and miscellaneous furnishings. Final requirements will be identified during design.

3) Special or technical equipment

Special equipment includes large screen display monitors, sound and speaker systems, hearing loop systems, security cameras, and access security. Final requirements will be identified during design.

8. SPECIAL DESIGN CONSIDERATIONS

A. Construction Type

The construction type will be II-B per the IBC and II (111) per NFPA 101.

B. Heating and Cooling Systems

AHU's 1 and 2 will be replaced. AHU-5 will be removed in whole and AHU-4 will cover additional square footage. The existing outside and relief air ductwork associated with AHU-4 and AHU-6 will be modified to accommodate the proposed addition that would block them. The proposed addition will be served by a new AHU located in a new mechanical room. The new AHU will match existing AHU configuration. Existing building utilities (chilled water and steam) will be extended to the new mechanical room. Conditioned primary air will be provided to terminal units (variable air volume boxes) with hot water reheat. Each thermal zone will be served by a terminal unit for separate temperature control.

Barkley Memorial Center Expansion and Renovation

Program Statement

Hot water finned tube will be provided at new exterior windows and the existing removed from east exterior wall, which will become an interior wall, per the new build addition. Existing finned tube system will remain at existing windows which are to remain. Enclosures of existing finned tube, to remain, will be reused to the extent possible and reviewed during design.

Telecommunication and elevator machine rooms will be cooled by dedicated units.

All HVAC systems will be connected to and controlled by the campus-wide Building Automation Systems (BAS). UNL will provide commissioning, testing, adjusting, and balancing services for both the replaced and renovated equipment and the new equipment associated with the proposed addition.

C. Sustainability

The project will not seek LEED Certification but will meet or exceed the requirements for sustainable design as set forth by the University of Nebraska's policy. The design will include good, long term choices for components of building finishes, building systems, and construction materials.

D. Life Safety/ADA

All renovated and newly constructed spaces will be made accessible under the terms of the ADA Accessibility Guidelines and Nebraska Accessibility Guidelines. The project will promote universal design by upgrading selective areas throughout the renovation scope. Upgrades include widening doors to allow for larger wheelchairs and scooters; upgrading hardware; providing different lighting and controls such as dimmable lighting; properly placed occupancy sensors; and upgraded technology such as a hearing loop system and potentially closed caption capabilities.

The new addition, planned to house all the clinic spaces, will address current issues regarding wayfinding and accessibility. The existing building has four stairwells that will continue to serve the new configuration. Three of the stairwells will require minor alterations to handrails and guardrails, lighting and paint. All egress doors will be properly outfitted with panic hardware.

E. Security

The building security system will be evaluated during design and additional monitoring points will be added if warranted. Security and access control systems will be provided at each exterior door and at select interior doors. Security cameras will be provided at select interior and exterior locations.

F. Historic or architectural significance

The addition will be designed to create a cohesive transition to the existing 1973 brutalist architecture.

G. Artwork

Art will not be included in the project.

H. Phasing

The project will be constructed in two or more phases while moving the occupants within the same building. The scope and timeline of each phase will be determined after the Construction Manager has been contracted.

I. Future expansion

During design and further cost estimating, options will be explored to construct a two-story addition versus the single story currently being proposed.

Barkley Memorial Center Expansion and Renovation

Program Statement

9. PROJECT BUDGET & FISCAL IMPACT

A. Cost Estimate Criteria

1) Identify recognized standards, comparisons and sources

The estimated probable construction costs were developed by Alley Poyner Macchietto Architecture based on references from similar recent projects in the Midwest region of size, scale and type. University provided services and non-construction costs have been estimated by service units and NU Facilities Planning and Construction staff.

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

The estimate was prepared in August 2019 with a 3% per year inflation factor to the anticipated midpoint of construction in summer 2021.

3) Net and gross square feet

| | |
|-------------------|--------|
| Net Square Feet | 59,448 |
| Gross Square Feet | 60,248 |

4) Project cost per net and gross square foot

| | |
|-------------------|---------------|
| Net Square Feet | \$168 per NSF |
| Gross Square Feet | \$166 per GSF |

5) Construction cost per gross square foot

\$136 per GSF

B. Total project cost

| | |
|-------------------------------------|----------------------|
| Construction | |
| General Construction | \$6,925,000 |
| Site Work/Utilities | 50,000 |
| Fixed Equipment | 30,000 |
| In-House Construction | 810,000 |
| Construction Contingency | 391,000 |
| TOTAL CONSTRUCTION COSTS | \$8,206,000 |
| Non-Construction | |
| Project Planning | \$76,000 |
| Professional Consultant Fees | 725,000 |
| Professional In-house | 292,000 |
| Equipment - Capital | 62,000 |
| Equipment - Non-Capital | 480,000 |
| Other | 91,000 |
| Non-Construction Contingency | 68,000 |
| TOTAL NON-CONSTRUCTION COSTS | \$1,794,000 |
| TOTAL PROJECT COST | \$ 10,000,000 |

Barkley Memorial Center Expansion and Renovation

Program Statement

C. Fiscal impact based on first full year of operations

1) Estimated additional operational and maintenance costs per year

Additional annual operating and maintenance costs are estimated to be \$78,000.

2) Estimated additional programmatic costs per year

The table below shows the current programmatic costs and projected costs if all new hires are accomplished.

| Programmatic Cost | Current (FY20) | Projected (FY24) |
|--------------------------|-----------------------|-------------------------|
| Faculty Salaries | \$3,200,000 | \$3,900,000 |
| Staff Salaries | \$ 500,000 | \$ 550,000 |
| Benefits | \$ 640,000 | \$ 756,000 |

10. FUNDING

A. Total funds required: \$10,000,000

B. Project Funding Sources:

| Funding Sources | Amount | % Total |
|-----------------------------|----------------------|----------------|
| Trust Funds – Barkley Trust | \$10,000,000 | 100% |
| Total | \$ 10,000,000 | 100% |

C. Fiscal year expenditures

| FISCAL YEAR | EXPENDITURES |
|--------------------|----------------------|
| PRIOR FYs | 60,800 |
| FY2019-2020 | 354,091 |
| FY2020-2021 | 1,568,325 |
| FY2021-2022 | 7,863,216 |
| FY2022-2023 | 153,567 |
| Total | \$ 10,000,000 |

11. TIMELINE

- A. Program Statement** December 2019
- B. Funding** February 2020
- C. A/E and Contractor Selection** March 2020
- D. Intermediate Design Review** September 2020
- E. GMP for Construction** October 2020
- F. Start Construction** November 2020
- G. Complete Design** December 2020
- H. Complete Construction** June 2022
- I. Occupancy** July 2022

Barkley Memorial Center Expansion and Renovation

Program Statement

12. HIGHER EDUCATION SUPPLEMENT

A. Coordinating Commission for Postsecondary Education (CCPE) Review

- i. CCPE review is required.
(Information is included: State funded and/or O&M threshold met)
- ii. CCPE review is not required.

B. Method of Contracting

1) Identify method

The method of contracting for this project will be Construction Manager at Risk (CMR).

2) Provide rationale for method selection

CMR delivery method provides the best value (quality and cost) with an integrated design process that supports the phased renovation by including construction methods, scheduling, and cost estimating. The transparent bid process can still optimize the local market conditions.

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

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Naming the Phase 2 College of Engineering Building “Kiewit Hall” at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Waive the provisions of *Board of Regents Policy* RP-6.2.7.6.b. and approve the naming of the Phase 2 College of Engineering Building, “Kiewit Hall” at the University of Nebraska-Lincoln.

PREVIOUS ACTION: None

EXPLANATION: *Board of Regents Policy* RP-6.2.7.6.b. provides that a facility named in honor of a commercial enterprise be limited to a stated number of years, usually not to exceed 25 years. Subject to the Board’s approval and waiver of that policy provision, Interim President Fritz and Chancellor Green have approved the naming of the Phase 2 College of Engineering Building “Kiewit Hall,” “in perpetuity,” that is, this naming shall endure throughout the useful life of the facility.

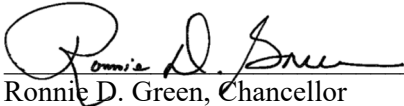
This naming is in recognition of a substantial monetary gift to support the construction of the facility, as part of a larger partnership with the College of Engineering, dedicated to support and foster economic development in the State of Nebraska, the region and the nation.

By naming Kiewit Hall, the Board of Regents expresses on behalf of UNL its deepest gratitude and appreciation to Peter Kiewit Sons’, Inc. in recognition of the long-term and mutually beneficial relationship with the University of Nebraska.

The proposal was reviewed by the Business Affairs Committee.

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Susan Fritz, Interim President
University of Nebraska

DATE: November 8, 2019

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

Business Affairs

MEETING DATE: December 5, 2019

SUBJECT: Naming of the Nebraska Gymnastics facility at the University of Nebraska-Lincoln (UNL) the "Francis Allen Training Complex", pursuant to *Board of Regents Policy* RP-6.2.7.3.c

RECOMMENDED ACTION: Approve the naming of the Gymnastics facility the "Francis Allen Training Complex" at UNL

PREVIOUS ACTION: None

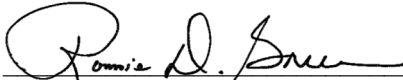
EXPLANATION: President Fritz and Chancellor Green have approved the naming of the Gymnastics facility at UNL the "Francis Allen Training Complex" in recognition of Francis Allen, a legendary figure at Nebraska for nearly 50 consecutive years and in the world of men's gymnastics. The naming recommendation was initiated by Bill Moos, Athletic Director.

The 26,000 square-foot training space and 46,000 square-foot state-of-the-art facility will recognize the legacy and accomplishments of alumni, and will also be a game changer for recruitment, performance and competition. The Training Complex will include two practice gyms, locker rooms, a lobby, team rooms, athletic therapy rooms and coaches' offices - truly beginning a "new era" for Husker gymnastics. The Training Complex is scheduled to be completed in January 2020 for the 2020 gymnastics season.

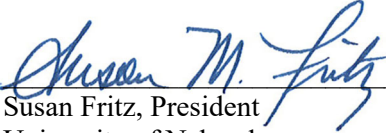
This proposal was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Susan Fritz, President
University of Nebraska

DATE: November 8, 2019

C. FOR INFORMATION ONLY

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

TO: The Board of Regents
Academic Affairs

MEETING DATE: December 5, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: November 20, 2019

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 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, and 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 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 (NSSE).*
 - 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: December 5, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: November 20, 2019

INVESTING IN NEBRASKA’S FUTURE

Strategic Planning Framework 2018-2020 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 |
|------------------|--|-------------|---------------------|
| FY2018-19 | To be developed as part of the 2017-2019 biennial budget request planning process. | June 2019 | Business |
| FY2019-20 | To be developed as part of the 2019-2021 biennial budget request planning process. | June 2020 | 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 |
|------------------|--|-------------|---------------------|
| FY2018-19 | To be developed as part of the 2017-2019 biennial budget request planning process. | June 2019 | Business |
| FY2019-20 | To be developed as part of the 2019-2021 biennial budget request planning process. | June 2020 | 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 |
|------------------|--|-------------|---------------------|
| FY2017-18 | Raise at least \$9 million in private funds (endowment and/or spendable). | Jan. 2019 | Academic |
| FY2018-19 | To be developed as part of the 2019-2021 biennial budget request planning process. | Jan. 2020 | 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 2018 | <ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK and UNMC increase enrollment over previous year | Dec. 2018 | Academic |
| Fall 2019 | TBD | Dec. 2019 | Academic |

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

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

| Reporting Period | Accountability Measure | Report Date | Reporting Committee |
|-----------------------|--|-------------|---------------------|
| 2016-17 Academic Year | <ol style="list-style-type: none"> 1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee. | Jan. 2019 | Academic |
| 2017-18 Academic Year | <ol style="list-style-type: none"> 1) Each campus will maintain or reach the average six-year graduation rate of its peers. 2) All prospective and current undergraduate students are regularly informed and assisted in obtaining the benefit of the University's four-year graduation guarantee. | Jan. 2020 | 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 |
|------------------|--|-------------|---------------------|
| FY2018-19 | <ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance. | June 2019 | Business |
| FY2019-20 | <ol style="list-style-type: none"> 1) All salary increases should be awarded, to the extent possible, on the basis of merit. 2) Average faculty salaries on each campus shall meet or exceed the midpoint of peers. 3) Once the midpoint of peers has been met or exceeded, an exceptional merit fund shall be established to provide additional incentives related to performance. | June 2020 | 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 2017 | 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. | Jan. 2019 | Academic |
| Fall 2018 | 1) Increase faculty diversity, employing measures permitted by state and federal law. 2) Report on the diversity of the faculty and the relative rate of change in faculty composition as compared to peers. | Jan. 2020 | 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 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 |
| Fall 2019 | Maintain enrollment of first-time freshman ranked in the top quartile of their high school graduating class to 50.0% or greater. | Dec. 2019 | Academic |

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

Increase support for merit-based scholarships.

| Reporting Period | Accountability Measure | Report Date | Reporting Committee |
|------------------|---|-------------|---------------------|
| FY2017-18 | Raise at least \$9 million in private funds (endowment and/or spendable). | Jan. 2019 | Academic |
| FY2018-19 | Raise at least \$9 million in private funds (endowment and/or spendable). | Jan. 2020 | 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 2018 | Increase the number of domestic nonresident undergraduate students by 1.5% annually. | Dec. 2018 | Academic |
| Fall 2019 | Increase the number of domestic nonresident undergraduate students by 1.5% annually. | Dec. 2019 | 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 program 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 2018 | TBD | March 2019 | Academic |
| Fall 2019 | TBD | March 2020 | 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 |
|------------------|--|-------------|---------------------|
| FY2017-18 | 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 2019 | Academic |
| FY2018-19 | 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 2020 | Academic |

13. Entrepreneurship (5-d)

Support entrepreneurship education, training, and outreach.

| Reporting Period | Accountability Measure | Report Date | Reporting Committee |
|------------------|---|-------------|---------------------|
| 2018 | Increase over previous year. Evaluate and modify annual targets as appropriate. 1) Entrepreneurship education a) Entrepreneurship student credit hours b) Number of entrepreneurship students 2) Entrepreneurship outreach a) Attendees at seminars provided b) Website visits 3) Business creation a) NU-affiliated companies formed | March 2019 | Academic |
| 2019 | 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 2020 | Academic |

14. **LB605 (6-a-ii)**
Implement the second phase of LB605 to repair, renovate, and/or replace specific University facilities.

*A capstone report on LB605 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 |
|--------------------|--|--|---------------------|
| 2018 Calendar Year | 1) Short-term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries | 1) June 2019 2) Jan. 2019 3) Jan. 2019 4) Quarterly 5) June 2019 | Business |
| 2019 Calendar Year | 1) Short-term Cash/Investments: Exceed average of similar fund types 2) Endowments: Exceed average of similar fund types 3) Debt: Maintain Aa1 rating; exceed 1.15 coverage 4) Capital: Report on Capital Queue 5) Human Resources: Meet midpoint of peers in faculty and staff salaries | 1) June 2020 2) Jan. 2020 3) Jan. 2020 4) Quarterly 5) June 2020 | 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 2018 | 1) Annual or other periodic review, as available, by the Board of performance on standardized examination 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 2019 | Academic |
| Fall 2019 | 1) Annual or other periodic review, as available, by the Board of performance on standardized examination 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 2020 | Academic |

17. **Global Engagement - Student Abroad (3-d-i)**

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

| Reporting Period | Accountability Measure | Report Date | Reporting Committee |
|-----------------------|---|-------------|---------------------|
| Academic Year 2017-18 | 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 2019 | 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 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 |
| Fall 2019 | Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%. | Dec. 2019 | 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.

| Reporting Period | Accountability Measure | Report Date | Reporting Committee |
|-----------------------|---|-------------|---------------------|
| 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 |
| Academic Year 2018-19 | 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. 2019 | Academic |

TO: The Board of Regents
Academic Affairs

MEETING DATE: December 5, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: November 20, 2019

Strategic Framework Accountability Measure Reporting and Update Calendar

Revised for December 5, 2019 meeting

| <u>Board Meeting Date</u> | <u>Academic Affairs Committee</u> | <u>Business Affairs Committee</u> |
|---------------------------|---|---|
| December 6, 2019 | Enrollment [1-b-i] Nebraska Top 25% [3-b-i] Nonresident Student Enrollment [3-c-i] International Student Enrollment [3-d-ii] Distance Education [1-g-i] | None |
| February 7, 2020 | Need-based Financial Aid [1-a-iii] Graduation Rates [1-b-iii] Faculty Diversity [2-a-iii] Merit-based Scholarships [3-b-ii] | Administrative/Business Efficiencies [6-c-ii] <i>(Endowments, Debt, Capital Queue)</i> |

TO: The Board of Regents
Academic Affairs

MEETING DATE: December 5, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: November 20, 2019

University of Nebraska Strategic Dashboard Indicators (Updated as of October 25, 2019)

| State Funding Change (1.a.i) FY2019-20 | | Tuition Change (1.a.ii) FY 2019-20 | | Enrollment Change (1.b.i) Fall 2018 | | Retention (1.b.i) Fall 2018 | | Need-Based Aid (1.a.iii) FY2017-18 | | | | |
|---|---|---|--|---|--|---|-------------------------|---|---|---|---|-----------------------|
| Target | Outcome | Target | Outcome | Target | Outcome | Target | Outcome | Target | Outcome | | | |
|  | State funding and cost mgmt.= <6% tuition increase 2019-20 3.0% |  | State funding and cost mgmt.= <6% tuition increase 2019-20 2.75% |  | UNL= 2.9% increase |  | UNO= 4.5% increase |  | 80% retention rate |  | Raise at least \$9 million in private funds | Raised \$14.3 million |
|  | Increase over 2016 2017=37.61% 2016=37.14% |  | Increase over 2016 2017=22.55% 2016=20.75% |  | Increase to 50% |  | Increase 1.5% over 2017 |  | Raise at least \$9 million in private funds | Raised \$40.0 million | | |
| Study Abroad (3.d.i) AY2017-18 | | International Students (3.d.ii) Fall 2018 | | Distance Education (3.g.i) Fall 2017 | | Six-Year Graduation Rate (1.b.iii) AY2016-17 | | | | | | |
| Target | Outcome | Target | Outcome | Target | Outcome | Campus | Target | Outcome | Outcome | | | |
|  | 50% increase over 2011-12 number by 2019-20 28% increase since 2011-12 |  | Double base of 3,018 students by 2019-20 -5.4% decrease from prior year (4,246) |  | Resident and nonresident growth above public four-year national average Resident = 5.0% Nonresident = 5.6% |  | UNL | Maintain or show progress toward reaching the average six-year graduation rate of peers | 2017= -6.3% 2016= -6.3% | | | |
| | | | | | |  | UNO | | 2017= -0.4% 2016= -1.5% | | | |
| | | | | | |  | UNK | | 2017= 9.6% 2016= 5.3% | | | |
| | | | | | | | UNMC | Not applicable | Not Applicable | | | |

LEGEND:



Target Met or Exceeded










Progress Toward Target



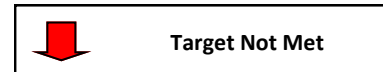
Target Not Met

University of Nebraska Strategic Dashboard Indicators (Updated as of October 25, 2019)







| Federal Research Funding Growth (4.a.i) UNL and UNMC FY2017-18 | | | | | | Faculty Salaries (2.a.i) FY2018-19 | | | | | |
|---|---------------|---------------|----------------|---|---------------|---------------------------------------|---|---|--|----------------------------|----------------------------|
| | <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 | 2.38% | 2.13% |  | UNMC | 5.96% | 8.07% |  | UNL | | 2019= -4.0% 2018= -4.8% |
| | | | | | | |  | UNMC | Significant progress toward exceeding midpoint of peers | 2019= -2.9% 2018= -5.0% | |
| | | | | | | | UNO | * | | | |
| | | | | | | | UNK | * | | | |

| | <u>Indicator</u> | <u>Target</u> | <u>Outcome</u> |
|---|---|---|--|
|  | Four-Year Graduation Guarantee (1.b.iii) AY2016-17 | All prospective and current undergraduate students are informed about the University's four-year graduation guarantee. | All campuses have posted information about the four-year graduation guarantee on their websites and also have a link to four-year graduation guarantee information on the UNCA website. |
|  | Faculty Salaries (2.a.1) Fall 2018 | Award all salary increases, to the extent possible, on the basis of merit. | Faculty salaries at UNL and UNMC may be based/granted entirely on merit, while faculty salaries at UNO and UNK are negotiated through the collective bargaining process and therefore the amount and method of distribution at UNO and UNK must be determined by agreement. |
|  | Entrepreneurship (5.d) 2017 | 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:



University of Nebraska Strategic Dashboard Indicators (Updated as of October 25, 2019)

| | <u>Indicator</u> | <u>Target</u> | <u>Outcome</u> |
|---|---|--|---|
|  | Workforce Development (3.h.i and 3.h.iii) 2019 | Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs. | Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state. |
|  | Student Learning Assessment (6.g) Fall 2018 | <ol style="list-style-type: none"> 1. Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. 2. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. | <p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is 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> |
| | Business Process Efficiencies (6.c.ii) | | |
|  | Short Term Cash Investments December 2018 | Exceed average of similar fund types. | The 2018 return on the State's Operating Investment Pool (1.2%) exceeded the benchmark value of 1.0%. |
|  | Endowments December 2018 | Exceed average of similar fund types. | Fund N endowments gained 0.5% for the year ending December 31, 2018 while the custom benchmark gained 4.8% over the same period. |
|  | Debt December 2018 | Maintain Aa2 rating and exceed 1.15 coverage. | Bond rating continues to be Aa1 and operations exceeded 1.15 debt service coverage. |
|  | Human Resources 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: December 5, 2019

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: Susan M. Fritz, Interim President
University of Nebraska

DATE: November 20, 2019

Alignment of University's Strategic Goals with Board of Regents' Agenda Items
December 5, 2019

- 1. The University of Nebraska will provide the opportunity for Nebraskans to enjoy a better life through access to high quality, affordable undergraduate, graduate, and professional education.**
 - Approve amendments to RP-5.8.5 related to undergraduate Regents Scholarships
 - Approve request to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL
 - Approve request to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL
 - Approve request to create the School of Global Integrative Studies by merging the Department of Anthropology and programs in Geography and Global Studies in the College of Arts and Sciences at UNL
 - Approve the Residence Hall Room and Board Rates for Academic years 2020-21 through 2022-23 at UNL, UNO, UNK, and NCTA
 - Strategic Framework report on International Student Enrollment
 - Strategic Framework report on Distance Education
 - Strategic Framework report on Enrollment and Nonresident Undergraduate Enrollment
 - Strategic Framework report on Nebraska Top 25%

- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
 - Approve request to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL
 - Approve request to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL
 - Approve the Program Statement for the Barkley Memorial Center Expansion and Renovation at UNL
 - Strategic Framework report on International Student Enrollment
 - Strategic Framework report on Distance Education
 - Strategic Framework report on Enrollment and Nonresident Undergraduate Enrollment
 - Strategic Framework report on Nebraska Top 25%
 - Report on expedited approval of the Forensic Anthropology Graduate Certificate in the Department of Anthropology in the College of Arts and Sciences at UNL
 - Report on expedited approval of the World Language Teaching: Spanish Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at UNL

- 3. The University of Nebraska will play a critical role in building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions.**
 - Approve request to create the Bachelor of Science in Regional and Community Forestry in the School of Natural Resources in the College of Agricultural Sciences and Natural Resources at UNL

- Approve request to establish the Master of Science and Doctor of Philosophy degrees in Plant Pathology in the Department of Plant Pathology in the College of Agricultural Sciences and Natural Resources at UNL
- 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 Genetic Therapies for Infectious and Degenerative Diseases
 - Approve the Program Statement for the Barkley Memorial Center Expansion and Renovation at UNL
- 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 ground lease agreement and operations agreement to construct and lease a tennis recreation facility with the City of Kearney at UNK
- 6. The University of Nebraska will be cost effective and accountable to the citizens of the state.**
- Approve delegation of authority to the President to approve nominations for appointments to the Board of Directors of Nebraska Medicine following consultation with the Board of Regents' Executive Committee
 - Authorize the President to finalize, execute, and deliver the attached form of Amended and Restated Purchase Agreement related to the facilities known generally as Scott Village and Scott Court at UNO
 - Approve Contract of Employment for Walter E. Carter, Jr. as President of the University of Nebraska for an initial term commencing on January 1, 2020 and ending December 31, 2024, as well as service as President-elect for purposes of transition coordination and planning for the period of time commencing December 16, 2019 through December 31, 2019.
 - Approve the Residence Hall Room and Board Rates for Academic years 2020-21 through 2022-23 at UNL, UNO, UNK, and NCTA
 - Approve execution of a Standard Form Construction Agreement for Mabel Lee Hall Replacement at UNL
 - Approve amendments to RP-3.2.7 related to self-insurance coverage
 - Approve ground lease agreement and operations agreement to construct and lease a tennis recreation facility with the City of Kearney at UNK
 - Approve waiver of the provisions of RP-6.2.7(6)(b) and approve naming of the Phase 2 College of Engineering Building, "Kiewit Hall" at UNL
 - Approve naming the Nebraska Gymnastics facility at UNL the "Francis Allen Training Complex" pursuant to RP-6.2.7(3)(c)
 - Report on bids and contracts

D. REPORTS

1. Strategic Framework Report on International Student Enrollment Addendum IX-D-1
2. Strategic Framework Report on Distance Education Addendum IX-D-2
3. Fall 2019 Enrollment Report Addendum IX-D-3
4. Strategic Framework Report on Enrollment [1-b-i], Top 25% [3-b-1] and Nonresident Undergraduate Enrollment [3-c-i] Addendum IX-D-4
5. Expedited Approval of the Forensic Anthropology Graduate Certificate in the Department of Anthropology in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL) Addendum XI-D-5
6. Expedited Approval of the World Language Teaching: Spanish Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL) Addendum XI-D-6
7. Bids and Contracts Addendum IX-D-7

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

MEETING DATE: December 5, 2019

SUBJECT: Strategic Framework Report on International Student Enrollment

RECOMMENDED ACTION: Report

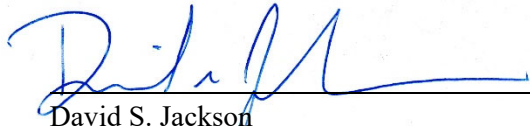
PREVIOUS ACTION: December 4, 2018 – The International Student Enrollment Report was presented to the Board of Regents.

EXPLANATION: Attached is the Strategic Framework Report on Global Engagement – International Students (Strategic Framework Item 3.d.ii). The report includes data for non-resident aliens who were enrolled for courses at a University of Nebraska campus. It does not include international visitors to the University who did not register for one or more courses.

The current metric projects a 100% increase over the 2010-11 number of international students by 2020-21; 3,018 international students were enrolled in 2010-11, and the goal is to increase to 6,036 by 2020-21. The number of international students enrolled in Fall Semester 2019 was 4,110, a decrease of 3.2% over the previous year (4,246 in Fall 2018). Overall growth in the number of international students University-wide is behind the rate of growth needed to achieve the 2020-21 metric goal.

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

APPROVED:


David S. Jackson
Interim Executive Vice President and Provost

DATE: November 8, 2019

Strategic Framework 3-d-ii
Global Engagement –
International student
recruitment

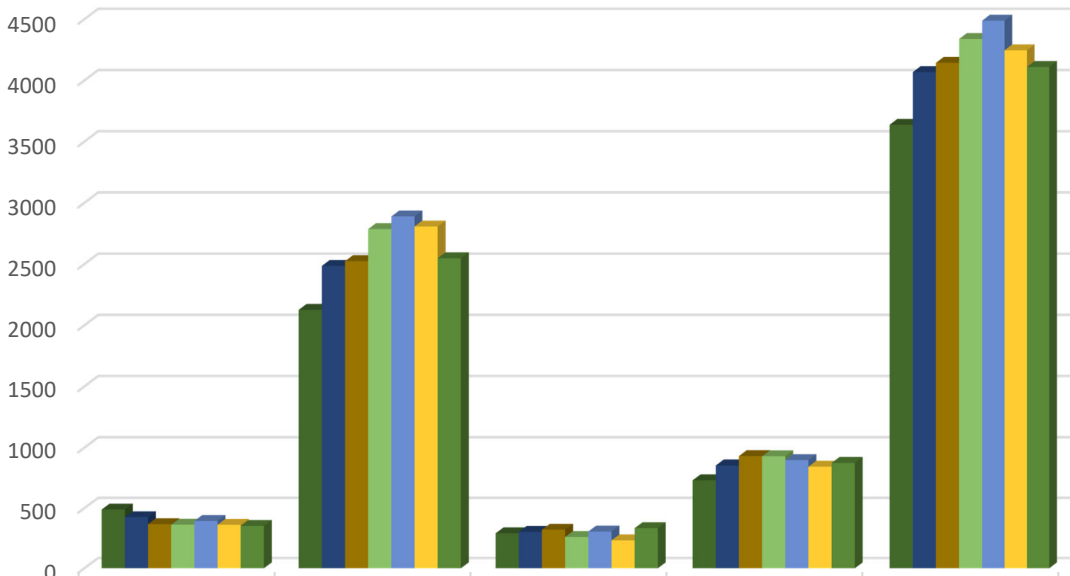
Accountability Measure:

- 1) Continue progress toward doubling by 2020-21 the enrollment of international students by achieving average annual growth of slightly more than 7%.

Key Points

- The number of international students enrolled decreased by 3.2% over the previous year.
- Overall growth is below target to achieve the 2020-21 goal.

International Students by Campus, Fall Semesters 2013 through 2019



| | UNK | UNL | UNMC | UNO | Total |
|------|-----|------|------|-----|-------|
| 2013 | 489 | 2126 | 291 | 732 | 3638 |
| 2014 | 425 | 2485 | 303 | 855 | 4068 |
| 2015 | 367 | 2524 | 321 | 932 | 4144 |
| 2016 | 363 | 2786 | 260 | 930 | 4339 |
| 2017 | 394 | 2889 | 306 | 899 | 4488 |
| 2018 | 362 | 2807 | 232 | 845 | 4246 |
| 2019 | 352 | 2548 | 334 | 876 | 4110 |

2013 2014 2015 2016 2017 2018 2019

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

MEETING DATE: December 5, 2019

SUBJECT: Strategic Framework Report on Distance Education

RECOMMENDED ACTION: Report

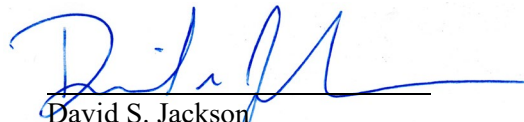
PREVIOUS ACTION: December 4, 2018 – The Strategic Framework Report on Distance Education was presented to the Board of Regents.

EXPLANATION: This report is on the accountability measure for the Strategic Framework goal 1-g-i, “The University will offer a variety of its academic programs by distance education through [NU 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.”

The specific metric measured is whether combined (all campus) NU growth in the unduplicated headcount of distance only students, both resident and non-resident, is at or above the national average of four-year institutions as reported via the Integrated Postsecondary Education Data System. The growth from Fall 2017 to Fall 2018 exceeded that of the national average of four-year institutions (13.88% vs. 6.73%) for resident students, but was below the national average for non-resident students (-0.63% vs. 11.80%).

SPONSOR: Mary Niemiec
Associate Vice President for Digital Education and Director of
University of Nebraska Online

APPROVED:


David S. Jackson
Interim Executive Vice President and Provost

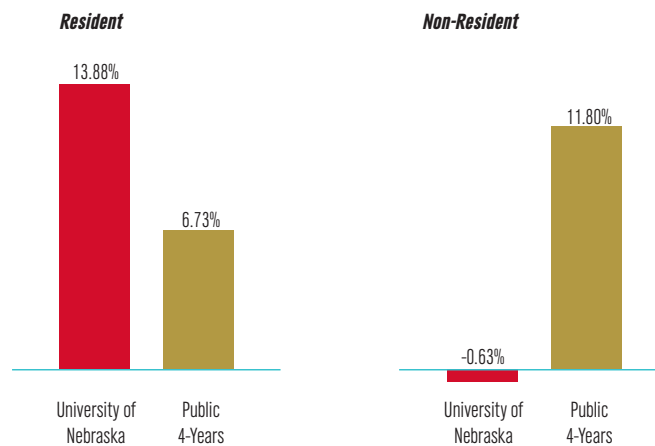
DATE: November 8, 2019

Strategic Framework - Distance Education [1-g-i]

Metric: Growth in unduplicated headcount of distance only students, both resident and non-resident, at or above the national average of four-year institutions as reported via the Integrated Postsecondary Education Data System (IPEDS).

- The metric for growth in unduplicated headcount of distance only resident students was met (NU's growth was 13.86% vs. Public 4-year institution growth of 6.73%).
- The metric for growth in unduplicated headcount of distance only non-resident students was not met (NU's growth was -0.63% vs. Public 4-year institution growth of 11.80%).

% CHANGE IN DISTANCE EDUCATION UNDUPLICATED HEADCOUNT FROM FALL 2017 TO FALL 2018



Source: IPEDS

EXECUTIVE SUMMARY

Over the past four years, higher education institutions across the country have significantly increased the number of online programs offered to students. Some institutions have invested significant funds to dramatically grow enrollment, while others have strategically developed an online infrastructure to serve and reach distance students. According to the data reported by institutions to IPEDS, the following is a glimpse of national trends reported as of Fall 2017.

National Trends

- 6,633,658 students enrolled in at least one distance education course (an increase of 350,103, or 5.6%)
- 33.6% of all students in higher education take at least one online course (an increase of 1.8%)
- 47.1% of these students are “distance only” (a decrease of 0.2%)
- 14,595,951 students overall are enrolled in Public institutions (73.9%; up 0.1%); 4,700,127 (32.2%) of those students are enrolled in at least one distance education course (an increase of 290,618 students or 6.6%)
- 56.9% of distance only students study at an institution located in their state of residence

As we look through the national data and NU’s efforts to serve students, it is clear that the University of Nebraska (NU) is strategically addressing primary goals of access, affordability, workforce and service to the state through the rich portfolio of online course and program offerings.

Since 2010, the University of Nebraska has engaged in a system-wide collaborative initiative to create increased access to quality education for residents of the state of Nebraska, across the country and globally. This effort leverages the combined strength of the four campuses and the system to offer a diverse, relevant and accredited portfolio of online programs for students studying fully at a distance. Growing from 65 online programs in 2010, the University offered more than 140 online programs during Academic Year 2018-2019 to students across the U.S. and the world. As you will see in the data below, the students who enroll in online programs at NU are primarily working adult learners who are balancing careers, family and geographic limitations. The information provided in this report reflects activity as reported to IPEDS for Fall 2018, enrollment data collected for AY18-19 and, distance education tuition revenue for FY19.

BOARD OF REGENTS METRIC

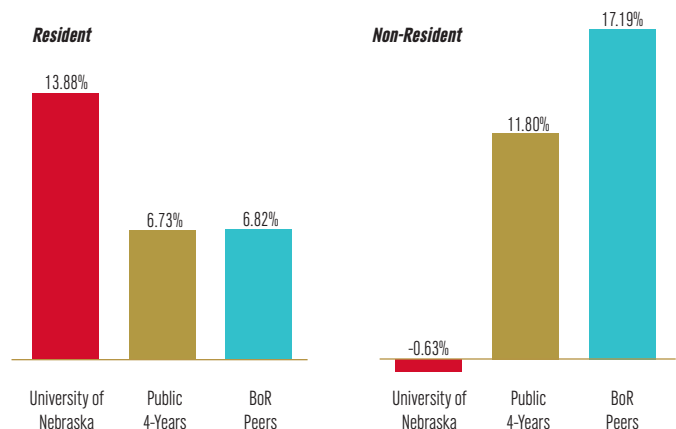
Strategic Framework - Distance Education [1-g-i]

Metric: Growth in unduplicated headcount of distance only students, both resident and non-resident, at or above the national average of four-year institutions as reported via the Integrated Postsecondary Education Data System (IPEDS).

Currently, the only national comparison of distance education data is reported to IPEDS during the Fall term of each academic year. Institutions report a wide-range of enrollment information collected as of census dates. It is important to note the potential for inconsistencies in any self-reported collection exists due to varying interpretations, definitions and processes.

The information reported for comparison of Public 4-Year institutions was collected by filtering and synthesizing Carnegie classifications consistent with those of the NU campuses. As noted in the chart to the right, collectively, the NU campuses exceed the Board metric in enrollment of Nebraska residents. However, enrollment of students outside of Nebraska was below that of our institutions.

% CHANGE IN DISTANCE EDUCATION UNDUPLICATED HEADCOUNT FROM FALL 2017 TO FALL 2018

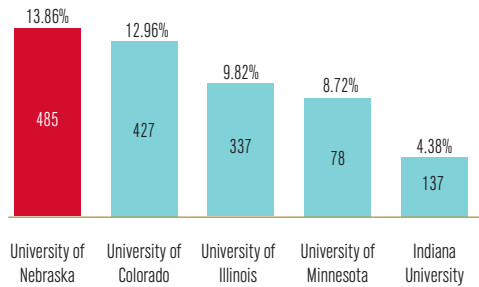


Source: IPEDS

SYSTEM PEERS

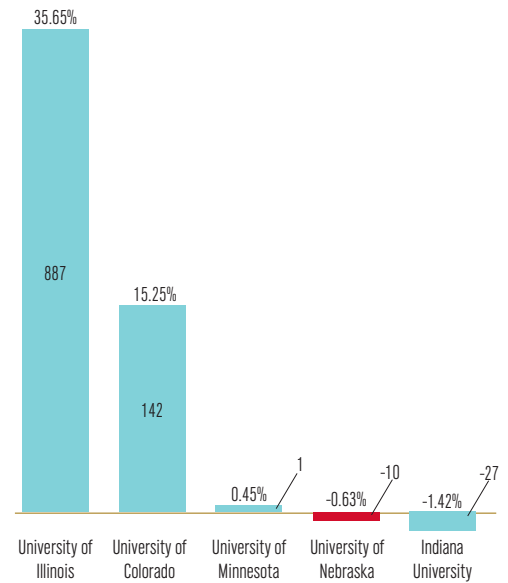
NU Online is a collaborative partnership between the system and four campuses. Several state systems are similar to the University of Nebraska in structure and size. The graph to the right provides a comparison of the collective efforts in online education among the five systems. As you will note, NU leads the systems in growth of resident enrollment.

CHANGE IN RESIDENT HEADCOUNT FROM FALL 2017 TO FALL 2018



Source: IPEDS

CHANGE IN NON-RESIDENT HEADCOUNT FROM FALL 2017 TO FALL 2018

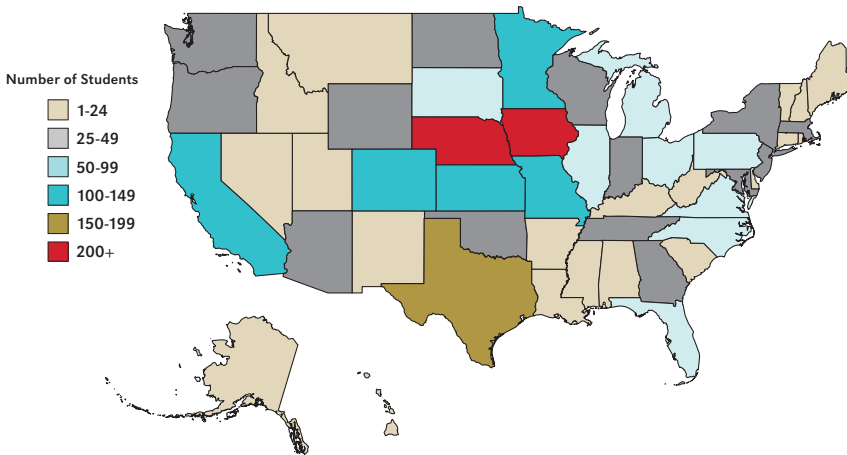


Source: IPEDS

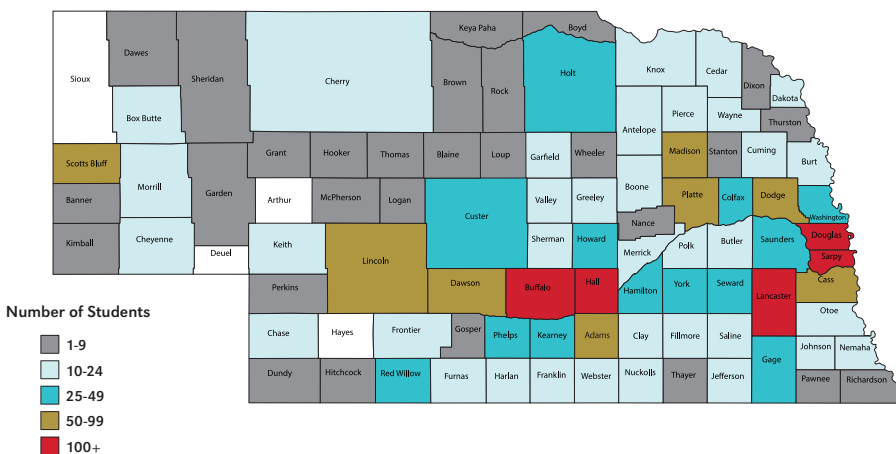
LOCATION OF DISTANCE ONLY STUDENTS

Distance Only: Individuals admitted to the university into an online program and/or who enroll exclusively in online courses during the course of an academic year - student status can be as degree or non-degree.

Blended: Integration of online and face-to-face instruction at the course and/or program level. Data represents student credit hours and unduplicated headcount for students who have taken at least one online course during the academic year.



Through our participation in the National Council for State Authorization Reciprocity Agreements (NC-SARA) and direct State Authorization, the University of Nebraska is authorized to provide educational opportunities to students in all 50 states. For the Academic Year 2018-19, the University of Nebraska enrolled students from every state in online programs and courses. Nationally, our highest distribution of students studying fully online centers in the Plains, Great Lakes, and Rocky Mountain regions with exceptionally strong representation in Texas and California. The Farwest, Mideast and Southwest regions continue to provide stable enrollment.



Statewide, students who study fully online represent 89 counties with the highest concentration of students in the more populated counties surrounding our campuses in Curtis, Kearney, Lincoln, and Omaha. However, students from rural counties across the state also take advantage of our fully online programs, particularly along the I-80 corridor and the eastern half of the state. The counties of Dawson, Lincoln and Scottsbluff are particularly well represented.

NU STUDENTS STUDYING AT A DISTANCE

34 IS THE AVERAGE AGE

29 UNDERGRADUATE
35 GRADUATE
37 PROFESSIONAL

69% ARE IN GRADUATE PROGRAMS

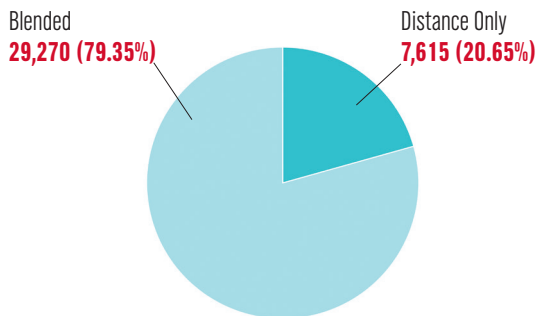
64% ARE WOMEN

69% ARE NEBRASKANS

86% ATTEND PART-TIME*

*Fall 2018

AY 2018-2019 UNDUPLICATED STUDENT HEADCOUNT



7,615 NU STUDENTS STUDIED AT A DISTANCE (AY2018/2019)

HEADCOUNT (DISTANCE EDUCATION ONLY)

| | AY 17/18 | AY 18/19 | % Growth | +/- Growth |
|--------------|--------------|--------------|---------------|-------------|
| UNK | 2,799 | 2,911 | +4.00% | +112 |
| UNL | 2,094 | 2,161 | +3.20% | +67 |
| UNO | 2,035 | 2,185 | +7.37% | +150 |
| UNMC | 367 | 358 | -2.45% | -9 |
| Total | 7,295 | 7,615 | +4.39% | +320 |

The demographic data of NU's students who study fully online throughout the academic year demonstrates the opportunity and impact for working adults. The flexibility and breadth of offerings allow students to complete a degree, advance in credentials and continue working/addressing life needs.

It is also important to note that 69% of those enrolled in an online program at NU are from Nebraska. This exceeds the national trend (56.6%) for those studying within their state of residence. As the only public university in the state, NU has a commitment to meeting resident academic needs. Data reported to IPEDS and SARA (State Authorization Reciprocity Agreement) shows that over 30% of degree-seeking students who study online at one of the 25 Nebraska higher education institutions study at NU.

Resident

+6.00%

5,232

4,917

AY 18/19

AY 17/18

Non-Resident

+0.20%

2,383

2,378

AY 18/19

AY 17/18

AY 2018-2019 STUDENT CREDIT HOURS

DISTANCE ONLY STUDENT CREDIT HOURS

| | AY 17/18 | AY 18/19 | % Growth | +/- Growth |
|--------------|---------------|---------------|---------------|---------------|
| UNK | 27,430 | 28,763 | +4.86% | +1,333 |
| UNL | 17,309 | 17,412 | +0.60% | +103 |
| UNO | 21,810 | 24,368 | +11.73% | +2,558 |
| UNMC | 3,738 | 3,085 | -17.47% | -653 |
| Total | 70,287 | 73,628 | +4.75% | +3,341 |

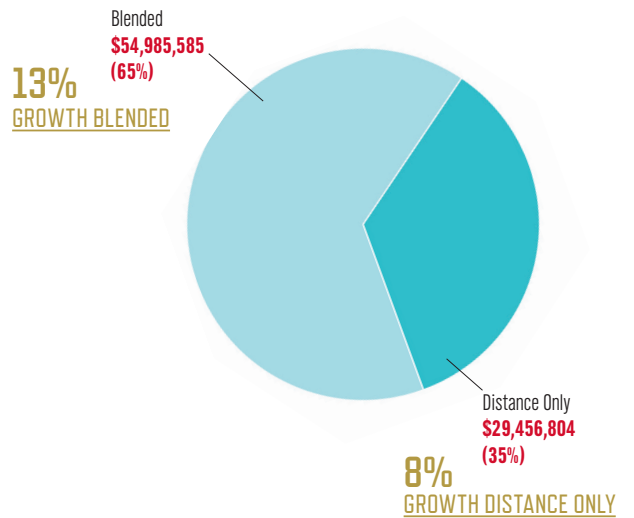
BLENDED STUDENT CREDIT HOURS

| | AY 17/18 | AY 18/19 | % Growth | +/- Growth |
|--------------|----------------|----------------|---------------|----------------|
| UNK | 22,688 | 24,237 | +6.83% | +1,549 |
| UNL | 65,025 | 76,390 | +17.48% | +11,365 |
| UNO | 66,618 | 66,104 | -0.77% | -514 |
| UNMC | 1,214 | 1,316 | +8.40% | +102 |
| Total | 155,545 | 168,047 | +8.04% | +12,502 |

DISTANCE EDUCATION TUITION

The online programs offered by the four campuses assess a distance education tuition rate for courses offered fully online. In most instances, the resident rate is the same or minimally higher than campus tuition. Non-resident tuition is determined by several factors, primarily set to address the highly competitive national market for online education.

FY19 saw double-digit growth in distance education tuition. Of particular note is the percentage of tuition from fully online students. While slightly more than 20% of students who take online courses at NU study fully at a distance, 35% of distance education tuition comes from that population of students.



FY 19 DISTANCE EDUCATION GROSS TUITION \$84,444,389

11% GROWTH ALL ONLINE TUITION

ONLINE PROGRAM AREAS OF STUDY



Collectively, UNK, UNL, UNO and UNMC offer 142 fully or primarily online programs - certificates, endorsements, bachelor's, master's and doctoral degrees.

AREAS OF STUDY OFFERED ONLINE

- AGRICULTURAL SCIENCE & LIFE SCIENCES
- ARCHITECTURE & INTERIOR DESIGN
- BUSINESS
- COMPUTER SCIENCE
- EDUCATION
- ENGINEERING
- FAMILY STUDIES
- HEALTH SCIENCES
- HUMANITIES & ARTS
- JOURNALISM & COMMUNICATIONS
- LAW
- LIBRARY SCIENCES
- MULTI-DISCIPLINARY STUDIES
- NATURAL & PHYSICAL SCIENCES
- PUBLIC ADMINISTRATION & COMMUNITY SERVICE
- SOCIAL SCIENCES

PROGRAM INQUIRIES

RFIs reported here are only from NU Online.
Prospective students also inquire directly to campuses.

NU Online maintains and promotes the website *online.nebraska.edu* where prospective students can see the online offerings from all four campuses in one place. This website is designed for lead generation. Once students submit their interest in an online program, their inquiry is sent to the respective campus for follow up and nurturing to application and enrollment.

| Last Year's RFIs | This Year's RFIs | % Change (RFIs) |
|------------------|------------------|-----------------|
| 8,133 | 10,305 | +27% |

| Last Year's Unique Inquiries | This Year's Unique Inquiries | % Change (Unique Inquiries) |
|------------------------------|------------------------------|-----------------------------|
| 5,269 | 7,042 | +34% |

RFI = Request For Information



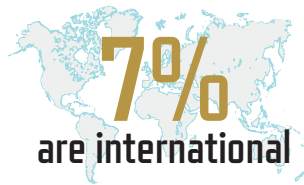
INQUIRIES FROM NON-RESIDENTS

WEB VISITS

117,375 Total Unique Visitors



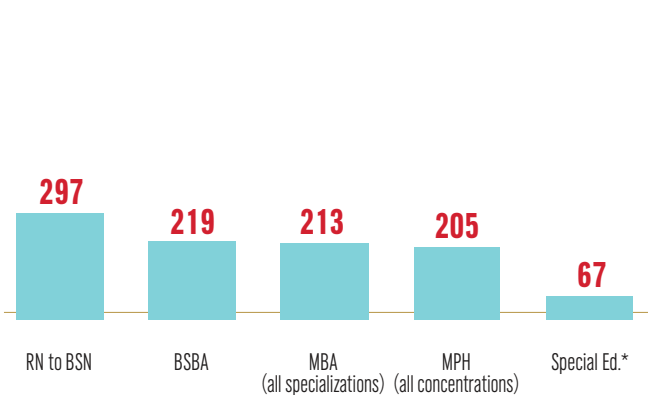
9,781 Average Unique Visitors Per Month



10%
of requests for information
click 'Apply Now'

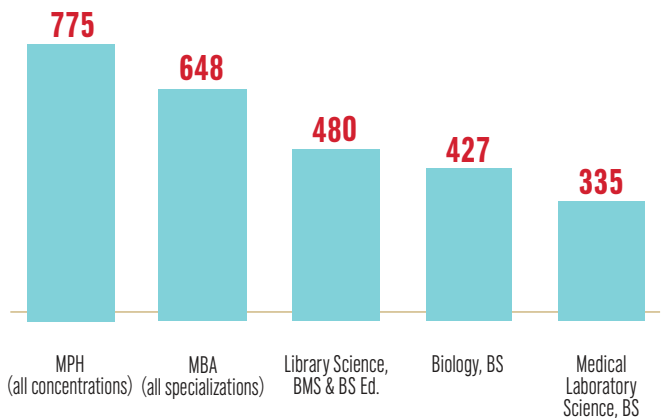
MOST INQUIRED PROGRAMS

INQUIRIES FROM NEBRASKA



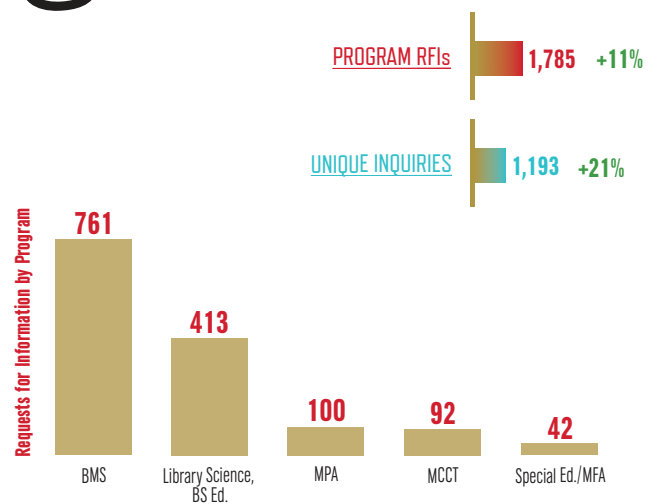
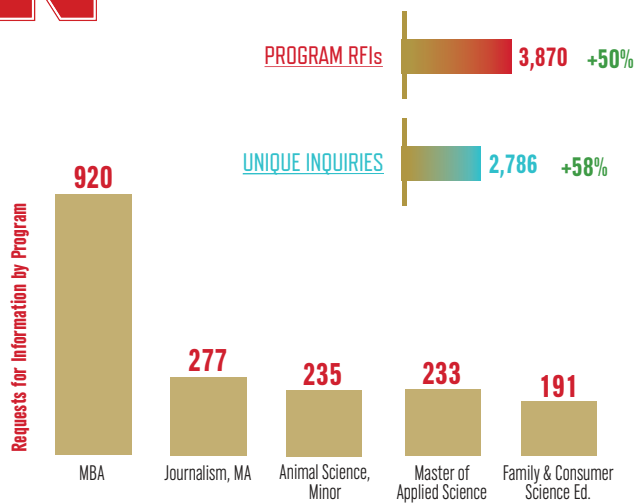
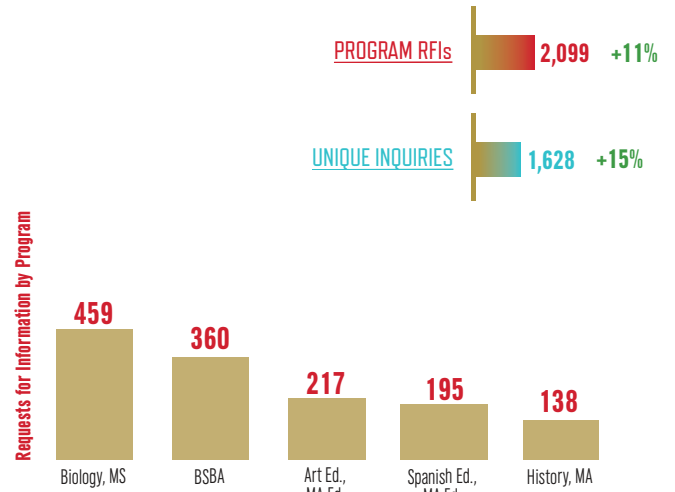
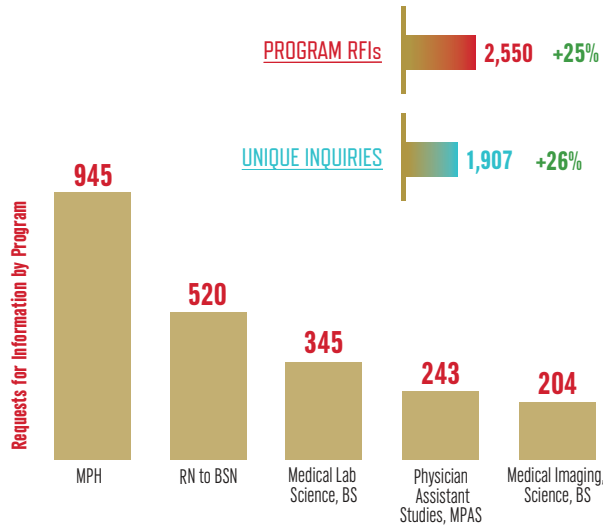
*various master's/endorsements programs

INQUIRIES FROM OUTSIDE NEBRASKA



MOST INQUIRED PROGRAMS BY CAMPUS

(SEPT. 1, 2018 - AUG. 31, 2019)



MEETING WORKFORCE NEEDS

The University of Nebraska is a partner to our state, committed to the economic vitality of Nebraska. In the years ahead Nebraska will have 35,000 annual openings in the high-skill, high-demand, high-wage jobs that are a key to our future prosperity. Below is a sample of programs that meet workforce needs. NU is also constantly evaluating labor market trends and developing new programs in response to local and national opportunities.

CURRENT OFFERINGS

| | |
|--|-------------|
| Business Administration, BA | UNK |
| Criminal Justice, BS | UNK |
| Criminology and Criminal Justice, BMS and MS | UNO |
| Cybersecurity (Undergrad and Graduate) | UNO |
| MBA | UNL |
| MPH | UNMC |
| Nursing, RN to BSN program | UNMC |
| Social Work, BS and MSW | UNK and UNO |
| Supply Chain, Graduate Certificate | UNL |
| Post-Baccalaureate Transitional Teaching Certification | UNK |

UNIVERSITY OF NEBRASKA HIGH SCHOOL

Since 1929, the University of Nebraska High School (UNHS) has contributed to college going by offering students access to quality high school courses at a distance. Now, nearly 120 courses are available online ranging from career and technical education to NCAA-approved and AP selections. Students can take just one class and transfer credit to a local school, or they may earn their diploma from UNHS, which has been accredited by the Nebraska Department of Education since 1967.



▶▶▶ **UNHS STUDENTS**  **10,751**
course enrollments

UNDUPLICATED HEADCOUNT

2,100
live in the U.S.

1,053
are international

797
of UNHS students
are Nebraska residents

37%
increase in
Nebraska
residents

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

Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Fall 2019 Enrollment Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: December 4, 2018 – The Board accepted the Fall 2018 Enrollment report.

EXPLANATION: Attached is the Fall 2019 enrollment report including comparisons to Fall 2018. NU-wide highlights are reported below and individual campus data can be obtained in the full report. Please note that dual enrolled high school students are no longer included in enrollment counts for 2019.


Total headcount enrollment of 51,150 represented a decrease of -1.4% over Fall 2018. Undergraduate headcount enrollment (38,070) decreased by -1.4%% compared to the previous year. Graduate enrollment (9,574) decreased by -1.9%. Professional enrollment (3,175) increased by 0.1%.

Total nonresident enrollment increased by +0.1% from Fall 2018 to Fall 2019, while total resident enrollment decreased by -1.9%. Fall 2019 total nonresident enrollment was 12,683 while resident enrollment was 38,136. First-time freshmen enrollment decreased for non-residents (-5.6% or -97 students) and decreased for resident students (-1.7% or -107 students). Total undergraduate enrollment decreased by a very small amount for nonresident students (-3 students) while the total number of resident undergraduates decreased -1.8% (-540 students). Resident graduate enrollment decreased by -3.2% (-180 students), while nonresident graduate enrollment decreased -0.3% (-12 students).

Full-time equivalent (FTE) enrollment for the Fall 2018 to Fall 2019 reporting period decreased by -1.3% overall, falling from 44,318 in 2018 to 43,735 in 2019. Undergraduate FTE decreased by -1.2% and graduate FTE decreased by -3.1%. Professional student FTE increased by 0.2%. Undergraduate FTE for Fall 2019 was 35,115; graduate FTE, 5,662; and professional FTE 2,958. Total Semester Credit Hours (SCH) decreased -1.2% from Fall 2018 to 2019 (or a decrease from 622,096 to 614,685 SCH).

SPONSOR: Kristin E. Yates
Associate Vice President for Enterprise Data Solutions and Chief Data Officer

APPROVED:


David S. Jackson
Interim Executive Vice President and Provost

DATE: November 8, 2019

**UNIVERSITY OF NEBRASKA
SUMMARY - HEADCOUNT ENROLLMENT REPORT
FALL SEMESTER 2019**

| | Administrative Site | | | |
|--|---------------------|---------------|--------------|--------------|
| | Fall 2019 | Fall 2018 | Difference | % Change |
| UNIVERSITY OF NEBRASKA - LINCOLN | | | | |
| Undergraduate | | | | |
| Agricultural Sciences & Natural Resources | 2,471 | 2,422 | 49 | 2.0% |
| Architecture | 393 | 390 | 3 | 0.8% |
| Arts & Sciences | 4,210 | 4,386 | (176) | -4.0% |
| Business | 3,848 | 3,868 | (20) | -0.5% |
| Education and Human Sciences | 2,687 | 2,720 | (33) | -1.2% |
| Engineering | 2,929 | 3,077 | (148) | -4.8% |
| Fine & Performing Arts | 723 | 739 | (16) | -2.2% |
| Journalism & Mass Communications | 1,073 | 1,052 | 21 | 2.0% |
| Explore Center Undergraduate | 1,919 | 1,938 | (19) | -1.0% |
| Visiting | 225 | 238 | (13) | -5.5% |
| First-Time Freshmen | 4,775 | 4,816 | (41) | -0.9% |
| Undergraduate Subtotal | 20,478 | 20,830 | (352) | -1.7% |
| Graduate | 4,285 | 4,426 | (141) | -3.2% |
| Professional | | | | |
| Architecture | 75 | 86 | (11) | -12.8% |
| Audiology and Hearing Science | 43 | 27 | 16 | 59.3% |
| Law | 401 | 398 | 3 | 0.8% |
| Veterinary Medicine | 50 | 53 | (3) | -5.7% |
| Professional Subtotal | 569 | 564 | 5 | 0.9% |
| UNL TOTAL | 25,332 | 25,820 | (488) | -1.9% |
| UNIVERSITY OF NEBRASKA MEDICAL CENTER | | | | |
| Undergraduate | | | | |
| Dentistry (Dental Hygiene) | 48 | 48 | 0 | 0.0% |
| Allied Health (BS) | 123 | 114 | 9 | 7.9% |
| Nursing | 726 | 682 | 44 | 6.5% |
| Visiting | 21 | 25 | (4) | -16.0% |
| Undergraduate Subtotal | 918 | 869 | 49 | 5.6% |
| Graduate | 531 | 494 | 37 | 7.5% |
| Professional | | | | |
| Allied Health (post-BS) | 502 | 495 | 7 | 1.4% |
| Nursing Practitioner Cert | 20 | 19 | 1 | 5.3% |
| MSN | 185 | 204 | (19) | -9.3% |
| Nursing DNP | 160 | 151 | 9 | 6.0% |
| Radiology Oncology Physics | 0 | 0 | 0 | 0.0% |
| Medical Family Therapy | 0 | 1 | (1) | -100.0% |
| Pharmacy | 234 | 245 | (11) | -4.5% |
| Public Health | 178 | 187 | (9) | -4.8% |
| Dentistry | 229 | 219 | 10 | 4.6% |
| Medicine (M.D.) | 516 | 524 | (8) | -1.5% |
| Medicine (Post M.D.) | 582 | 564 | 18 | 3.2% |
| Professional Subtotal | 2,606 | 2,609 | (3) | -0.1% |
| UNMC TOTAL | 4,055 | 3,972 | 83 | 2.1% |
| UNIVERSITY OF NEBRASKA AT OMAHA | | | | |
| Undergraduate | | | | |
| Arts & Sciences | 3,279 | 3,373 | (94) | -2.8% |
| Business Administration | 1,750 | 1,801 | (51) | -2.8% |
| Communication, Fine Arts and Media | 954 | 956 | (2) | -0.2% |
| Education | 1,447 | 1,503 | (56) | -3.7% |
| Information Science & Technology | 1,003 | 997 | 6 | 0.6% |
| CPACS | 1,374 | 1,404 | (30) | -2.1% |
| Continuing Studies | 1,087 | 1,054 | 33 | 3.1% |
| Non-Degree | 253 | 259 | (6) | -2.3% |
| University Division | 1,098 | 1,083 | 15 | 1.4% |
| First-Time Freshmen | 2,069 | 2,151 | (82) | -3.8% |
| Undergraduate Subtotal | 12,245 | 12,430 | (185) | -1.5% |
| Graduate | 2,908 | 3,001 | (93) | -3.1% |
| UNO TOTAL | 15,153 | 15,431 | (278) | -1.8% |
| UNIVERSITY OF NEBRASKA AT KEARNEY | | | | |
| Undergraduate | | | | |
| Business & Technology | 1,117 | 1,123 | (6) | -0.5% |
| Education | 1,038 | 1,076 | (38) | -3.5% |
| Arts & Sciences | 1,932 | 1,545 | 387 | 25.0% |
| University College | 200 | 614 | (414) | -67.4% |
| Non-Degree | 142 | 126 | 16 | 12.7% |
| First-Time Freshmen | 863 | 944 | (81) | -8.6% |
| Undergraduate Subtotal | 4,429 | 4,484 | (55) | -1.2% |
| Graduate | 1,850 | 1,843 | 7 | 0.4% |
| UNK TOTAL | 6,279 | 6,327 | (48) | -0.8% |
| UNIVERSITY OF NEBRASKA UNDERGRADUATE | 38,070 | 38,613 | (543) | -1.4% |
| FIRST-TIME FRESHMEN TOTAL | 7,707 | 7,911 | (204) | -2.6% |
| UNIVERSITY OF NEBRASKA GRADUATE | 9,574 | 9,764 | (190) | -1.9% |
| UNIVERSITY OF NEBRASKA PROFESSIONAL | 3,175 | 3,173 | 2 | 0.1% |
| UNIVERSITY OF NEBRASKA TOTAL | 50,819 | 51,550 | (731) | -1.4% |
| Nebraska College of Technical Agriculture (NCTA) | 331 | 335 | (4) | -1.2% |
| UNIVERSITY OF NEBRASKA TOTAL (with NCTA) | 51,150 | 51,885 | (735) | -1.4% |

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

Note: Effective Fall 2019, UNK dual enrolled high school students are no longer included in headcount and credit hour production.

**UNIVERSITY OF NEBRASKA
HEADCOUNT ENROLLMENT BY RESIDENCY STATUS BY LEVEL
FALL SEMESTER 2019**

| | Resident Enrollment (a) | | | Nonresident Enrollment (a) | | |
|--|-------------------------|---------------|--------------|----------------------------|---------------|--------------|
| | 2019 | 2018 | % Change | 2019 | 2018 | % Change |
| UNIVERSITY OF NEBRASKA - LINCOLN | | | | | | |
| Undergraduate | 14,847 | 15,104 | -1.7% | 5,631 | 5,726 | -1.7% |
| First-Time Freshmen | 3,461 | 3,442 | 0.6% | 1,314 | 1,374 | -4.4% |
| Graduate | 1,677 | 1,784 | -6.0% | 2,608 | 2,642 | -1.3% |
| Professional | 382 | 370 | 3.2% | 187 | 194 | -3.6% |
| UNL TOTAL | 16,906 | 17,258 | -2.0% | 8,426 | 8,562 | -1.6% |
| UNIVERSITY OF NEBRASKA MEDICAL CENTER | | | | | | |
| Undergraduate | 810 | 768 | 5.5% | 108 | 101 | 6.9% |
| Graduate | 188 | 195 | -3.6% | 343 | 301 | 14.0% |
| Professional | 2,070 | 2,106 | -1.7% | 536 | 502 | 6.8% |
| UNMC TOTAL | 3,068 | 3,069 | 0.0% | 987 | 904 | 9.2% |
| UNIVERSITY OF NEBRASKA AT OMAHA | | | | | | |
| Undergraduate | 10,691 | 10,957 | -2.4% | 1,554 | 1,473 | 5.5% |
| First-Time Freshmen | 1,862 | 1,905 | -2.3% | 207 | 246 | -15.9% |
| Graduate | 2,322 | 2,370 | -2.0% | 586 | 631 | -7.1% |
| UNO TOTAL | 13,013 | 13,327 | -2.4% | 2,140 | 2,104 | 1.7% |
| UNIVERSITY OF NEBRASKA AT KEARNEY | | | | | | |
| Undergraduate | 3,843 | 3,902 | -1.5% | 586 | 582 | 0.7% |
| First-Time Freshmen | 764 | 847 | -9.8% | 99 | 97 | 2.1% |
| Graduate | 1,306 | 1,324 | -1.4% | 544 | 519 | 4.8% |
| UNK TOTAL | 5,149 | 5,226 | -1.5% | 1,130 | 1,101 | 2.6% |
| UNIVERSITY OF NEBRASKA UNDERGRADUATE | 30,191 | 30,731 | -1.8% | 7,879 | 7,882 | 0.0% |
| FIRST-TIME FRESHMEN TOTAL | 6,087 | 6,194 | -1.7% | 1,620 | 1,717 | -5.6% |
| UNIVERSITY OF NEBRASKA GRADUATE | 5,493 | 5,673 | -3.2% | 4,081 | 4,093 | -0.3% |
| UNIVERSITY OF NEBRASKA PROFESSIONAL | 2,452 | 2,476 | -1.0% | 723 | 696 | 3.9% |
| UNIVERSITY OF NEBRASKA TOTAL | 38,136 | 38,880 | -1.9% | 12,683 | 12,671 | 0.1% |

| | |
|------|-----|
| -540 | -3 |
| -107 | -97 |
| -180 | -12 |
| -24 | 27 |
| -744 | 12 |

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

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

**UNIVERSITY OF NEBRASKA
FULL-TIME & PART-TIME ENROLLMENT BY LEVEL
FALL SEMESTER 2019**

| | Fall 2019 | | Fall 2018 | | Percent Change | |
|-------------------------------------|---------------|---------------|---------------|---------------|----------------|--------------|
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| UNL | | | | | | |
| Undergraduate | 19,132 | 1,346 | 19,466 | 1,364 | -1.7% | -1.3% |
| First-Time Freshmen | 4,748 | 27 | 4,802 | 14 | -1.1% | 92.9% |
| Graduate | 2,078 | 2,207 | 2,227 | 2,199 | -6.7% | 0.4% |
| Professional | 520 | 49 | 498 | 66 | 4.4% | -25.8% |
| Total | 21,730 | 3,602 | 22,191 | 3,629 | -2.1% | -0.7% |
| | | | | | | |
| | Fall 2019 | | Fall 2018 | | Percent Change | |
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| UNMC | | | | | | |
| Undergraduate | 756 | 162 | 707 | 162 | 6.9% | 0.0% |
| First-Time Freshmen | | | | | | |
| Graduate | 418 | 113 | 387 | 107 | 8.0% | 5.6% |
| Professional | 2,330 | 276 | 2,342 | 267 | -0.5% | 3.4% |
| Total | 3,504 | 551 | 3,436 | 536 | 2.0% | 2.8% |
| | | | | | | |
| | Fall 2019 | | Fall 2018 | | Percent Change | |
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| UNO | | | | | | |
| Undergraduate | 9,921 | 2,324 | 9,868 | 2,562 | 0.5% | -9.3% |
| First-Time Freshmen | 2,023 | 46 | 2,103 | 48 | -3.8% | -4.2% |
| Graduate | 942 | 1,966 | 994 | 2,007 | -5.2% | -2.0% |
| Professional | | | | | | |
| Total | 10,863 | 4,290 | 10,862 | 4,569 | 0.0% | -6.1% |
| | | | | | | |
| | Fall 2019 | | Fall 2018 | | Percent Change | |
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| UNK | | | | | | |
| Undergraduate | 3,827 | 602 | 3,941 | 543 | -2.9% | 10.9% |
| First-Time Freshmen | 844 | 19 | 939 | 5 | -10.1% | 280.0% |
| Graduate | 267 | 1,583 | 271 | 1,572 | -1.5% | 0.7% |
| Professional | | | | | | |
| Total | 4,094 | 2,185 | 4,212 | 2,115 | -2.8% | 3.3% |
| | | | | | | |
| | Fall 2019 | | Fall 2018 | | Percent Change | |
| | Full-Time | Part-Time | Full-Time | Part-Time | Full-Time | Part-Time |
| University of Nebraska Total | | | | | | |
| Undergraduate | 33,636 | 4,434 | 33,982 | 4,631 | -1.0% | -4.3% |
| First-Time Freshmen | 7,615 | 92 | 7,844 | 67 | -2.9% | 37.3% |
| Graduate | 3,705 | 5,869 | 3,879 | 5,885 | -4.5% | -0.3% |
| Professional | 2,850 | 325 | 2,840 | 333 | 0.4% | -2.4% |
| Total | 40,191 | 10,628 | 40,701 | 10,849 | -1.3% | -2.0% |

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

**UNIVERSITY OF NEBRASKA
SUMMARY - FULL-TIME EQUIVALENT ENROLLMENT REPORT
FALL SEMESTER 2019**

| UNL | | | | |
|------------------------|------------------|------------------|-------------------|-----------------|
| | Fall 2019 | Fall 2018 | Difference | % Change |
| Undergraduate | 19,581 | 19,921 | -340 | -1.7% |
| Graduate | 2,814 | 2,960 | -146 | -4.9% |
| Professional | 536 | 520 | 16 | 3.1% |
| Total | 22,931 | 23,401 | -470 | -2.0% |
| UNMC | | | | |
| | Fall 2019 | Fall 2018 | Difference | % Change |
| Undergraduate | 810 | 761 | 49 | 6.4% |
| Graduate | 456 | 423 | 33 | 7.8% |
| Professional | 2,422 | 2,431 | -9 | -0.4% |
| Total | 3,688 | 3,615 | 73 | 2.0% |
| UNO | | | | |
| | Fall 2019 | Fall 2018 | Difference | % Change |
| Undergraduate | 10,696 | 10,722 | -26 | -0.2% |
| Graduate | 1,597 | 1,663 | -66 | -4.0% |
| Professional | | | | |
| Total | 12,293 | 12,385 | -92 | -0.7% |
| UNK | | | | |
| | Fall 2019 | Fall 2018 | Difference | % Change |
| Undergraduate | 4,028 | 4,122 | -94 | -2.3% |
| Graduate | 795 | 795 | 0 | 0.0% |
| Professional | | | | |
| Total | 4,823 | 4,917 | -94 | -1.9% |
| University Wide | | | | |
| | Fall 2019 | Fall 2018 | Difference | % Change |
| Undergraduate | 35,115 | 35,526 | -411 | -1.2% |
| Graduate | 5,662 | 5,841 | -179 | -3.1% |
| Professional | 2,958 | 2,951 | 7 | 0.2% |
| Total | 43,735 | 44,318 | -583 | -1.3% |

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

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

UNIVERSITY OF NEBRASKA
SUMMARY OF STUDENT CREDIT HOURS

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

Fall Semester, 2019

| | Fall 2019 | Fall 2018 | Difference | % Change |
|-------------------------------------|------------------|------------------|-------------------|-----------------|
| UNL | 317,214 | 322,623 | (5,409) | -1.7% |
| UNMC | 56,606 | 56,877 | (271) | -0.5% |
| UNO | 173,066 | 173,524 | (458) | -0.3% |
| UNK | 67,799 | 69,072 | (1,273) | -1.8% |
| University of Nebraska Total | 614,685 | 622,096 | (7,411) | -1.2% |

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

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

UNIVERSITY OF NEBRASKA-LINCOLN

STUDENT CREDIT HOUR REPORT

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

Fall Semester, 2019

| COLLEGE OF FACULTY | | | | | | | | | | | | | | |
|----------------------------------|---------------|--------------|-----------------|---------------|------------------------|----------------|-------------------|-------------------------|--------------|---------------|--------------|-----------------|-----------------|-----------------------|
| COLLEGE OF STUDENT | CASNR | Arch. | Arts & Sciences | Business | Educ. & Human Sciences | Engr. | Fine & Perf. Arts | Journalism & Mass Comm. | Law | ROTC | Other Units | Fall 2019 Total | Fall 2018 Total | Change From Fall 2018 |
| Ag. Sci. & Nat. Res. | 23,230 | 93 | 8,119 | 1,789 | 681 | 21 | 986 | 307 | | 32 | 135 | 35,393 | 34,539 | 854 |
| Architecture | 163 | 5,082 | 951 | 108 | 55 | 37 | 73 | 33 | | | 20 | 6,522 | 6,552 | (30) |
| Arts & Sciences | 4,016 | 89 | 45,776 | 2,476 | 1,725 | 62 | 2,057 | 847 | | 124 | 906 | 58,078 | 59,989 | (1,911) |
| Business | 1,223 | 39 | 13,941 | 33,861 | 1,159 | 63 | 2,639 | 420 | | 49 | 579 | 53,973 | 54,367 | (394) |
| Education and Human Sciences | 2,593 | 18 | 12,520 | 873 | 18,901 | 13 | 1,208 | 353 | | 21 | 112 | 36,612 | 37,138 | (526) |
| Engineering | 2,279 | 243 | 12,465 | 738 | 123 | 17,947 | 1,040 | 628 | | 70 | 513 | 36,046 | 38,281 | (2,235) |
| Fine & Performing Arts | 80 | 32 | 1,688 | 158 | 215 | 3 | 7,539 | 191 | | 1 | 62 | 9,969 | 10,236 | (267) |
| Journalism & Mass Communications | 622 | 33 | 5,361 | 634 | 583 | | 799 | 6,920 | | 5 | 99 | 15,056 | 14,849 | 207 |
| Explore Center Undergraduate | 1,854 | 157 | 18,377 | 753 | 1,703 | 241 | 1,989 | 627 | | 33 | 88 | 25,822 | 26,183 | (361) |
| Visiting | 103 | | 526 | 9 | 77 | 15 | 37 | 6 | | 19 | | 792 | 847 | (55) |
| Law | | | 25 | 75 | 6 | | 3 | | 6,127 | | | 6,236 | 6,228 | 8 |
| Graduate College | 5,460 | 187 | 8,010 | 3,118 | 7,759 | 2,798 | 1,133 | 618 | 55 | | 2 | 29,140 | 30,452 | (1,312) |
| CPACS - UNO | 208 | | 2,113 | 90 | 184 | | 146 | 33 | | 44 | 2 | 2,820 | 2,570 | 250 |
| Dental Graduates | 3 | | 3 | | 9 | | | | | | | 15 | 25 | (10) |
| Undergraduate - UNO | | | | | | 262 | | | | | | 262 | 320 | (58) |
| Graduate - UNO | | | | | | 478 | | | | | | 478 | 47 | 431 |
| TOTAL FALL 2019 | 41,834 | 5,973 | 129,875 | 44,682 | 33,180 | 21,940 | 19,649 | 10,983 | 6,182 | 398 | 2,518 | 317,214 | | |
| TOTAL FALL 2018 | 41,430 | 6,081 | 134,268 | 45,263 | 34,070 | 23,116 | 19,380 | 10,451 | 6,250 | 454 | 1,860 | | 322,623 | |
| CHANGE FROM FALL 2018 | 404 | (108) | (4,393) | (581) | (890) | (1,176) | 269 | 532 | (68) | (56) | 658 | | | (5,409) |
| % CHANGE | 1.0% | -1.8% | -3.3% | -1.3% | -2.6% | -5.1% | 1.4% | 5.1% | -1.1% | -12.3% | 35.4% | | | -1.7% |

Source: UNL Institutional Research, Analytics and Decision Support

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

Student credit hours are assigned to the campus which grants the credit to the student.
Fall Semester, 2019

| COLLEGE OF FACULTY | | | | | | | | | | | | |
|------------------------------------|-----------------|----------------|----------------------------|---------------|---------------|---------------|---------------------|-------------|-----------------|-----------------|-----------------|-----------------------|
| COLLEGE OF STUDENT | Arts & Sciences | Business Admin | Comm., Fine Arts and Media | CPACS | Education | ISTE | University Division | ROTC | Other Units (a) | Fall 2019 Total | Fall 2018 Total | Change From Fall 2018 |
| Arts and Sciences | 33,949 | 873 | 2,799 | 1,598 | 1,438 | 427 | 63 | 34 | 126 | 41,307 | 41,962 | (655) |
| Business Administration | 6,101 | 12,958 | 1,765 | 442 | 158 | 111 | 9 | 16 | 33 | 21,593 | 21,880 | (287) |
| Communication, Fine Arts and Media | 2,774 | 162 | 8,295 | 253 | 282 | 55 | 11 | 0 | 15 | 11,847 | 11,837 | 10 |
| Education | 5,737 | 111 | 1,155 | 482 | 10,941 | 40 | 10 | 2 | 28 | 18,506 | 19,057 | (551) |
| Information Science & Technology | 3,135 | 375 | 563 | 126 | 89 | 7,846 | 1 | 10 | 33 | 12,178 | 12,130 | 48 |
| Non-Degree | 941 | 249 | 99 | 99 | 123 | 58 | 0 | 3 | 0 | 1,572 | 1,323 | 249 |
| CPACS | 4,465 | 324 | 784 | 8,802 | 307 | 61 | 31 | 61 | 21 | 14,856 | 13,524 | 1,332 |
| Division of Continuing Studies | 5,343 | 627 | 1,364 | 1,647 | 920 | 634 | 0 | 12 | 0 | 10,547 | 10,284 | 263 |
| University Division | 9,709 | 534 | 1,963 | 990 | 640 | 432 | 247 | 11 | 0 | 14,526 | 13,661 | 865 |
| Graduate College | 2,754 | 2,651 | 824 | 4,014 | 5,445 | 1,758 | 0 | 3 | 0 | 17,449 | 17,920 | (471) |
| Agriculture - UNL | 39 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 42 | 57 | (15) |
| Architecture - UNL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Engineering & Technology - UNL | 3,773 | 231 | 526 | 94 | 96 | 438 | 4 | 15 | 13 | 5,190 | 4,918 | 272 |
| Education and Human Sciences - UNL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Undergraduate - CPACS at UNL | 0 | 0 | 0 | 3,453 | 0 | 0 | 0 | 0 | 0 | 3,453 | 4,971 | (1,518) |
| TOTAL FALL 2019 | 78,720 | 19,095 | 20,140 | 22,000 | 20,439 | 11,860 | 376 | 167 | 269 | 173,066 | | |
| TOTAL FALL 2018 | 81,403 | 19,098 | 17,998 | 22,382 | 19,964 | 11,890 | 427 | 164 | 198 | | 173,524 | |
| CHANGE FROM FALL 2018 | (2,683) | (3) | 2,142 | (382) | 475 | (30) | (51) | 3 | 71 | | | (458) |
| % CHANGE | -3.3% | 0.0% | 11.9% | -1.7% | 2.4% | -0.3% | -11.9% | 1.8% | 35.9% | | | -0.3% |

Source: UNO Institutional Effectiveness

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

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

Student credit hours are assigned to the campus which grants the credit to the student.
Fall Semester, 2019

| COLLEGE OF FACULTY | | | | | | |
|-------------------------------|----------------------------|------------------|----------------------------|------------------------|------------------------|------------------------------|
| COLLEGE OF STUDENT (a) | Business & Tech | Education | Arts & Sciences | Fall 2019 Total | Fall 2018 Total | Change From Fall 2018 |
| Business & Technology | 9,202 | 646 | 5,022 | 14,870 | 15,056 | (186) |
| Education | 902 | 8,110 | 5,188 | 14,200 | 14,944 | (744) |
| Arts & Sciences (b) | 1,882 | 1,788 | 18,392 | 22,062 | 21,054 | 1,008 |
| University College | 649 | 652 | 4,789 | 6,090 | 7,492 | (1,402) |
| Non-degree (a) | 94 | 114 | 649 | 857 | 909 | (52) |
| Graduate | 547 | 6,112 | 3,061 | 9,720 | 9,617 | 103 |
| TOTAL FALL 2019 | 13,276 | 17,422 | 37,101 | 67,799 | | |
| TOTAL FALL 2018 | 13,831 | 18,193 | 37,048 | | 69,072 | |
| CHANGE FROM FALL 2018 | (555) | (771) | 53 | | | (1,273) |
| % CHANGE | -4.0% | -4.2% | 0.1% | | | -1.8% |

Source: UNK Institutional Research

(a) Effective Fall 2005, non-degree category reported separately.

UNIVERSITY OF NEBRASKA MEDICAL CENTER

STUDENT CREDIT HOUR REPORT

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

Fall Semester 2019

| COLLEGE OF FACULTY | | | | | | | | | |
|--|--------------------|-----------------|----------------|-----------------|------------------|----------------------|------------------------|------------------------|------------------------------|
| COLLEGE OF STUDENT | Allied Hlth | Medicine | Nursing | Pharmacy | Dentistry | Public Health | Fall 2019 Total | Fall 2018 Total | Change From Fall 2018 |
| Allied Health | 7,757 | 2,300 | 101 | | | 18 | 10,176 | 9,928 | 248 |
| Nursing - Omaha | | | 3,610 | | | | 3,610 | 3,250 | 360 |
| Nursing - Lincoln | | | 2,913 | | | | 2,913 | 2,446 | 467 |
| Nursing - Kearney | | | 1,802 | | | | 1,802 | 1,849 | (47) |
| Nursing - Scottsbluff | | | 1,038 | | | | 1,038 | 1,109 | (71) |
| Nursing - Norfolk | | | 1,203 | | | | 1,203 | 1,256 | (53) |
| Nursing - Certification | | | 94 | | | 3 | 97 | 100 | (3) |
| Nursing - DNP (Doctor of Nurse Practitioner) | | | 1,158 | | | 93 | 1,251 | 1,272 | (21) |
| Nursing - MSN | | | 1,024 | | | 57 | 1,081 | 1,167 | (86) |
| Dentistry | | | | | 2,645 | | 2,645 | 2,581 | 64 |
| Dental Hygiene | | | | | 648 | | 648 | 648 | - |
| Dental Certification Program | | | | | 640 | | 640 | 576 | 64 |
| Medicine (M.D.) | | 9,910 | | | | | 9,910 | 11,492 | (1,582) |
| Post M.D. | | 9,392 | | | | | 9,392 | 9,074 | 318 |
| Medical Family Therapy | | 0 | | | | | 0 | 21 | (21) |
| Radiology Oncology Physics | | 0 | | | | | 0 | 0 | - |
| Pharmacy | | 600 | | 4,485 | | | 5,085 | 5,350 | (265) |
| Visiting- NonDegree | 93 | | | | | | 93 | 9 | 84 |
| Public Health - MPH | | | | | | 1,134 | 1,134 | 1,189 | (55) |
| PH Certificate | | | | | | 147 | 147 | 156 | (9) |
| Graduate | 6 | 2,359 | 178 | 472 | 45 | 681 | 3,741 | 3,404 | 337 |
| TOTAL Fall 2019 | 7,856 | 24,561 | 13,121 | 4,957 | 3,978 | 2,133 | 56,606 | | |
| TOTAL Fall 2018 | 7,261 | 25,986 | 12,541 | 5,081 | 3,848 | 2,160 | | 56,877 | |
| CHANGE FROM Fall 2018 | 595 | (1,425) | 580 | (124) | 130 | (27) | | | (271) |
| % CHANGE | 8.2% | -5.5% | 4.6% | -2.4% | 3.4% | -1.3% | | | -0.5% |

Source: UNMC Institutional Research

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

MEETING DATE: December 5, 2019

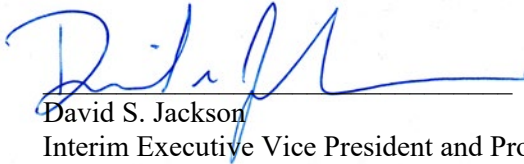
SUBJECT: Strategic Framework Report on Enrollment [1-b-i], Top 25% [3-b-1] and Nonresident Undergraduate Enrollment [3-c-i]

RECOMMENDED ACTION: Report

PREVIOUS ACTION: December 4, 2018 – The Academic Affairs Committee presented a Strategic Framework report to the Board on Enrollment

EXPLANATION: The Enrollment Reports are provided as part of Strategic Framework Goals 1-b-i, 3-b-1 and 3-c-i. The latest results show NU did not meet the metric target on enrollment, met the metric target for enrolling Nebraska first-time freshmen in the top 25 % of their high school class, and met the metric target on nonresident undergraduate enrollment. Please note that dual enrolled students are not included in headcounts for Fall 2019.

SPONSOR: Kristin E. Yates
Associate Vice President for Enterprise Data Solutions and Chief Data Officer

APPROVED: 
David S. Jackson
Interim Executive Vice President and Provost

DATE: November 8, 2019



Lincoln



Omaha



Kearney



Medical Center

Board of Regents Enrollment-Related Metrics

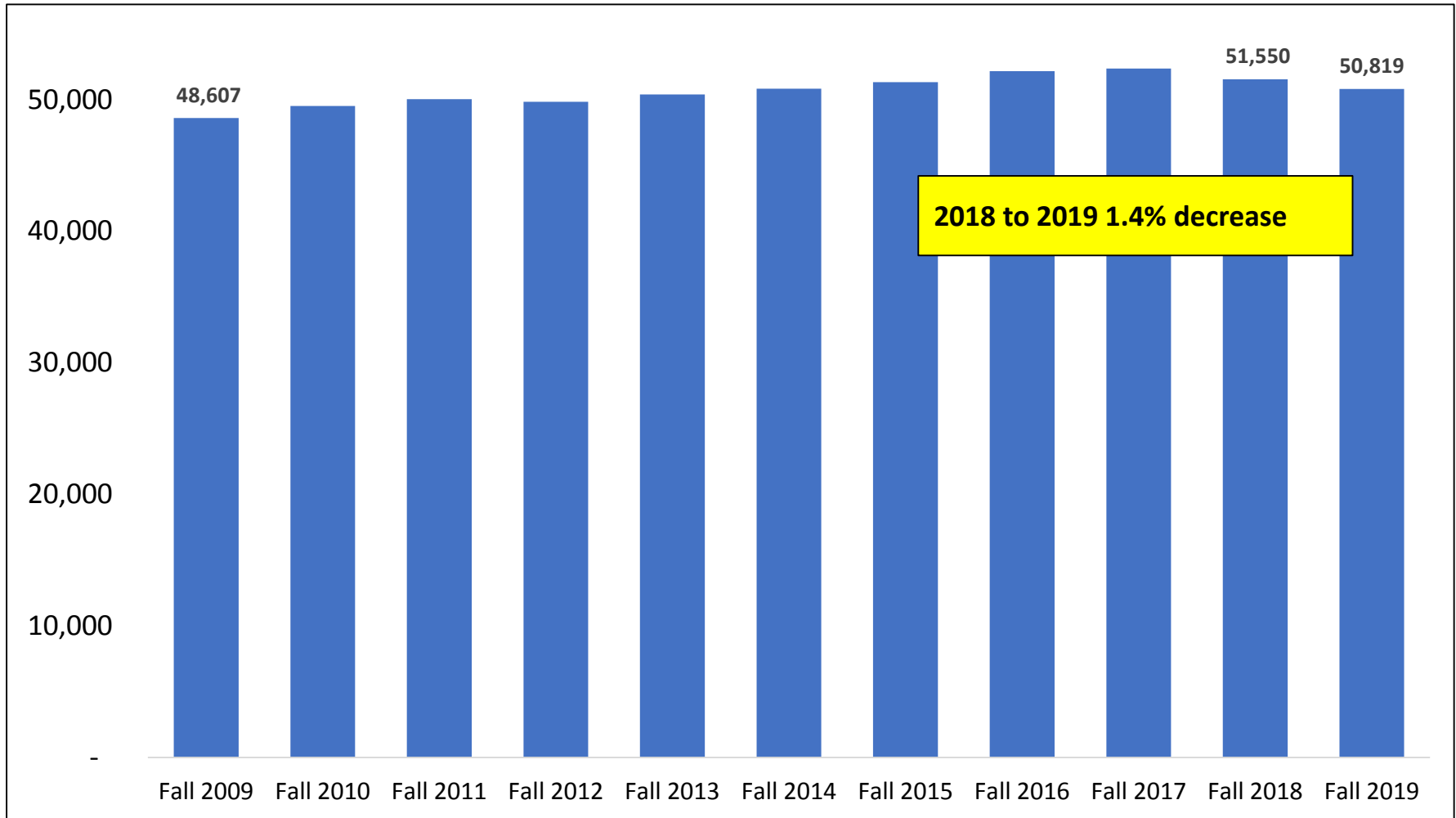
Office of the Executive Vice President and Provost

December 5, 2019

- Enrollment by Campus
- Domestic Nonresident Undergraduate Enrollment
- Enrollment of Nebraska First-Time Freshmen in Top 25% of High School Class

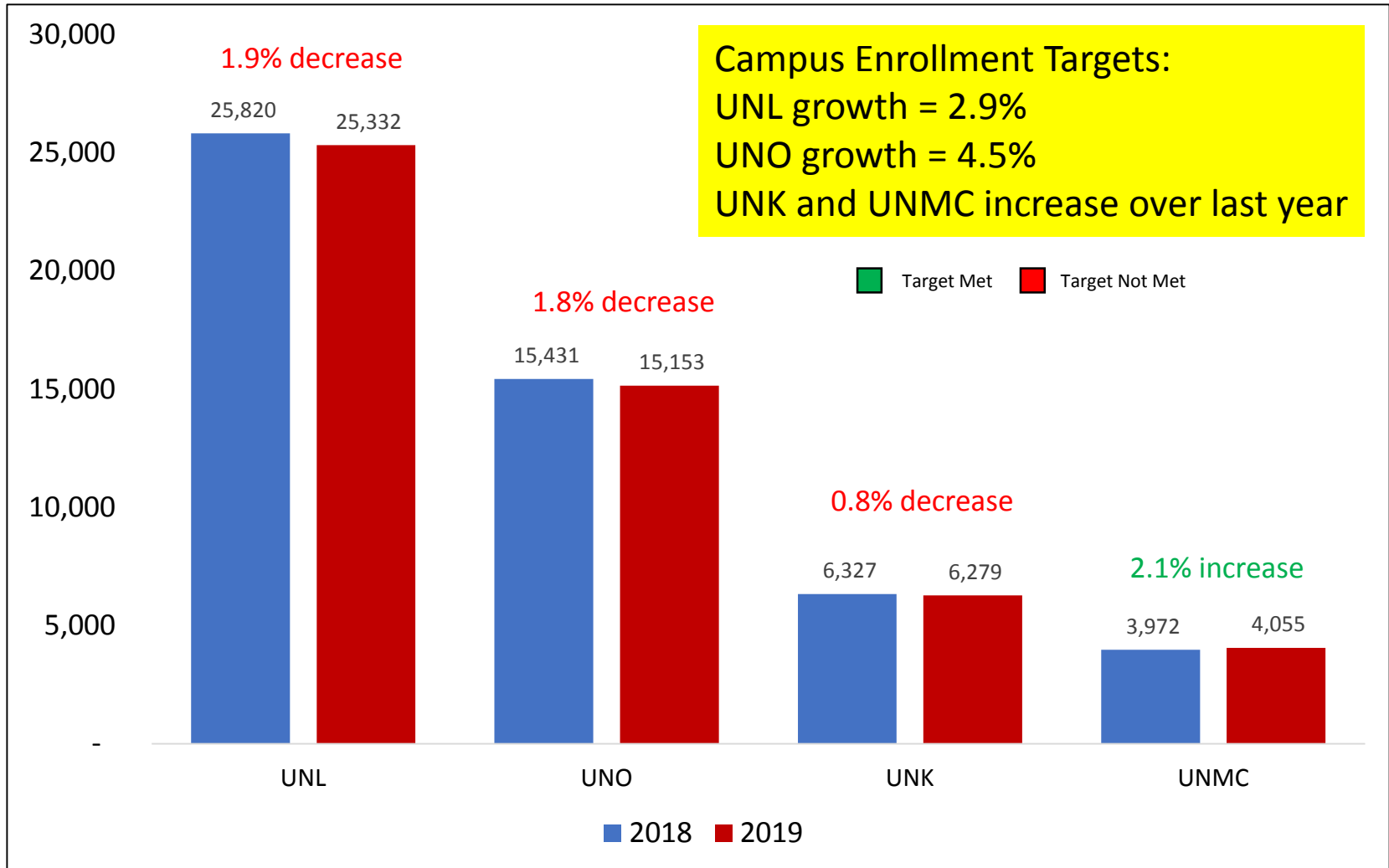
1.b.i *Increase enrollment, consistent with quality imperatives, to serve Nebraska's goals for increased educational attainment.*

| Reporting Period | Accountability Measure | Report Date |
|------------------|---|-------------|
| Fall 2018 | <ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK & UNMC increase enrollment over previous year | Dec. 2018 |
| Fall 2019 | <ul style="list-style-type: none"> • UNL increase enrollment 2.9% • UNO increase enrollment 4.5% • UNK & UNMC increase enrollment over previous year | Dec. 2019 |
| Fall 2020 | TBD | TBD |



*NCTA not included; dual enrolled students not included.

NU Enrollment by Campus



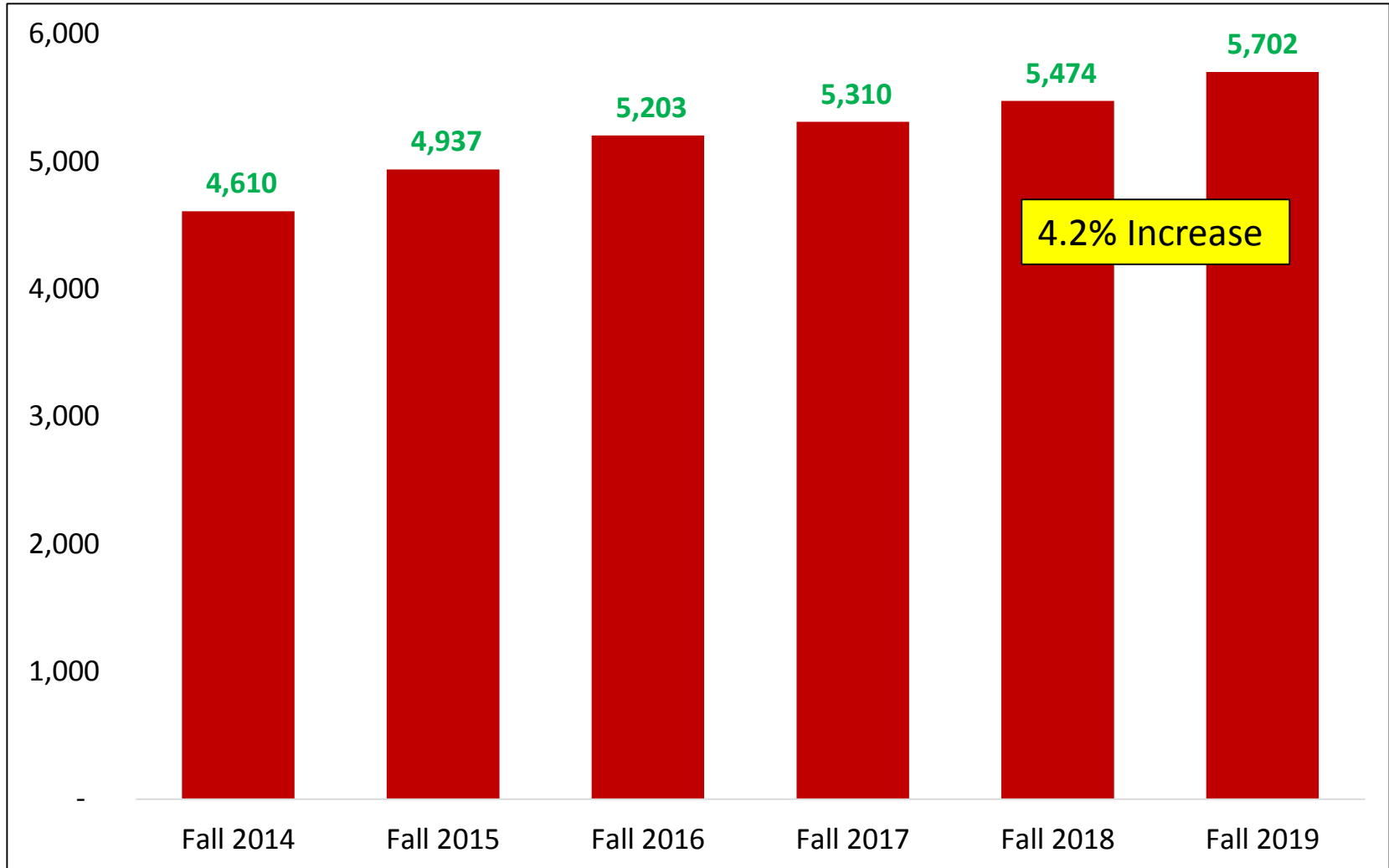
*Dual enrolled students not included. NCTA enrollment declined by 4 students.

3.c.i. *Increase enrollment of nonresident undergraduate students at UNL, UNO and UNK.*

| Reporting Period | Accountability Measure | Report Date |
|------------------|--|-------------|
| Fall 2018 | Increase the number of domestic nonresident undergraduate students by 1.5% annually. | Dec. 2018 |
| Fall 2019 | Increase the number of domestic nonresident undergraduate students by 1.5% annually. | Dec. 2019 |
| Fall 2020 | TBD | TBD |

Domestic Nonresident Undergraduate Enrollment 2014-2019*

Target Met Target Not Met

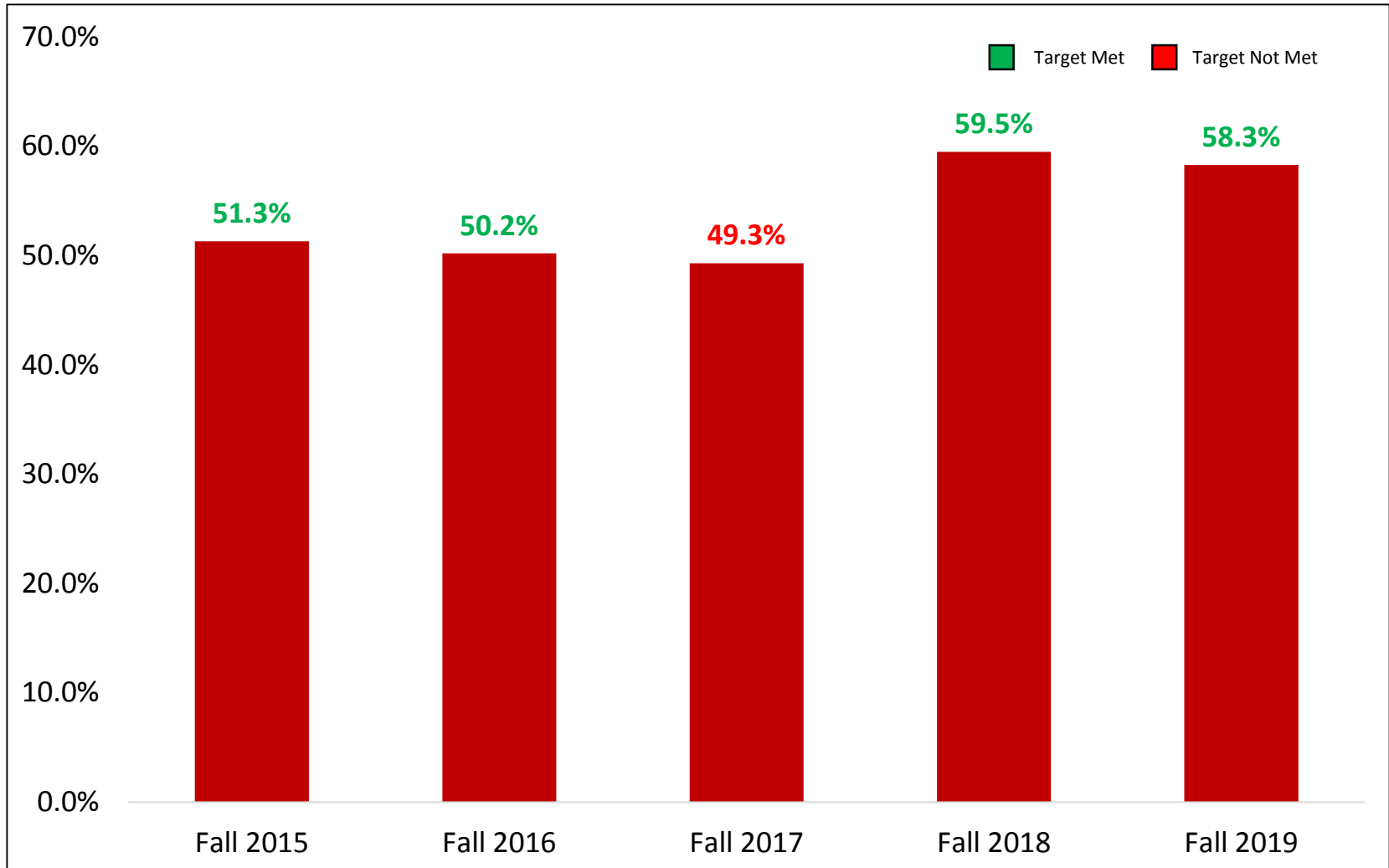


*NCTA nonresident enrollment decreased by 17 students.

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

| Reporting Period | Accountability Measure | Report Date |
|------------------|--|-------------|
| Fall 2018 | Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater. | Dec. 2018 |
| Fall 2019 | Maintain enrollment of first-time freshmen ranked in the top quartile of their high school graduating class to 50.0% or greater. | Dec. 2019 |
| Fall 2020 | TBD | TBD |

Top 25% Enrollment



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

Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Expedited Approval of the Forensic Anthropology Graduate Certificate in the Department of Anthropology in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: July 15, 2000 – The Board delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

The Master of Arts in Anthropology was established prior to modern records of Board approvals.

EXPLANATION: The purpose of this 18-credit hour Forensic Anthropology graduate certificate is to serve the needs of students interested in a career in law enforcement and/or to position themselves for further study and careers in anthropology, forensic science, law, criminal justice, mortuary science, a medical field, or general sciences. All coursework in the certificate can be applied to a Master of Arts degree in Anthropology.

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty/staff resources will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: David S. Jackson
Interim Executive Vice President and Provost

APPROVED:



Susan M. Fritz, Interim President
University of Nebraska

DATE: November 8, 2019

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

Academic Affairs

MEETING DATE: December 5, 2019

SUBJECT: Expedited Approval of the World Language Teaching: Spanish Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: January 27, 2017 – The German Language Teaching Graduate Certificate in the Department of Teaching, Learning, and Teacher Education in the College of Education and Human Sciences at UNL was approved by President Bounds and reported to the Board.

October 17, 2003 – The Board approved the renaming of the Center for Curriculum and Instruction to the Department of Teaching, Learning and Teacher Education at UNL.

July 15, 2000 – The Board delegated to the President authority to give expedited approval to certain graduate certificates that were based on existing graduate courses. Such an arrangement allows the University to respond in a timely fashion to the needs and demands of our students and Nebraska businesses.

EXPLANATION: The 15-credit hour World Language Education: Spanish graduate certificate supports the professional development of educators by focusing on research-based teaching practices, integration of instructional technology, and continued development of world language literature and culture. Students will build on their classroom experience, increase their world language proficiency, and deepen their understanding of Spanish language use, teaching, and learning. All coursework in the certificate can be applied to a Master of Arts degree in Teaching, Learning, and Teacher Education.

This proposal has been reviewed by the Council of Academic Officers; it also has been reported to the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty/staff resources will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: David S. Jackson
Interim Executive Vice President and Provost

APPROVED: 
Susan M. Fritz, Interim President
University of Nebraska

DATE: November 8, 2019

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

Business Affairs

MEETING DATE: December 5, 2019

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 October 15, 2019.

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
Vice President for Business and Finance | CFO

DATE: November 8, 2019

| Type of Action | Campus | Description | Funding Source | Approved Budget Amount | Contract Amount | Contractor / Vendor | Bid Review or Explanation |
|-----------------------|---------------|---|-----------------------|-------------------------------|------------------------|--------------------------------|----------------------------------|
| Contract Services | UNL | Resurfacing indoor track at Devaney Sports Center | Athletics | \$1,083,555.00 | \$1,083,505.00 | Kiefer USA | Sole Source |
| Scientific Equipment | UNMC | Two Mass Spectrometers for the Heart and Vascular Research Center | Cash | \$2,580,000 | \$2,576,843.20 | Thermo Fisher Scientific | Pre-negotiated Contract Pricing |
| Construction | UNL | CY THOMPSON LIBRARY(A004) CYT LEARNING COMMONS | Foundation | \$14,418,000 | \$15,779,000** | Sampson Construction Co., Inc. | Low Bid Construction |
| Construction | UNL | Life Sciences Annex (A090) Gnotobiotic Mouse Vivarium | Foundation | \$3,609,000 | \$3,609,000 | Cheever Construction Company | Low Bid Construction |

Lincoln, Nebraska
October 25, 2019

The Board of Regents of the University of Nebraska met on October 25, 2019, at 9:00 a.m. in the board room at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 178).

In compliance with the provisions of *Neb. Rev. Stat.* § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on October 18, 2019 then revised on October 22, 2019 due to time change and additional item.

Regents present:

Timothy Clare, Chairman
Howard Hawks
Paul Kenney
Elizabeth O'Connor
Bob Phares
Jim Pillen, Vice Chairman
Robert Schafer
Barbara Weitz
Nicole Kent, University of Nebraska at Kearney
Emily Johnson, University of Nebraska-Lincoln
Keith Ozanne, University of Nebraska Medical Center
Aya Yousuf, University of Nebraska at Omaha

University officials present:

Susan M. Fritz, Interim President
David S. Jackson, Interim Executive Vice President and Provost
Carmen K. Maurer, Corporation Secretary
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and
University of Nebraska at Omaha
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Vice President for Business and Finance | CFO
Heath M. Mello, Interim Associate Vice President for University Affairs and Director of
State Relations-elect
James P. Pottorff, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. in the boardroom of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Kenney and seconded by Johnson to approve the minutes and ratify the actions of the regularly scheduled meeting on August 16, 2019.

Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

Chairman Clare announced the location of the Open Meetings Act in the board room.

IV. KUDOS

Regent O'Connor presented a KUDOS award to Amber Alexander, Online Program Coordinator for the Department of History at the University of Nebraska at Kearney.

Regent Yousuf presented a KUDOS award to The Cherish Nebraska Team, group represented today by seventeen individuals: Angie Fox, Project Manager; Kathy French, Education Coordinator; Mandy Haase-Thomas, Chief Communications Officer; Gabor Racz, Collection Manager; West Schomer, Exhibits Specialist; Ross Secord, Curator and Associate Professor; Alison Pearce Stevens, Claire M. Hubbard Research Assistant Professor of Environmental Curriculum; Shane Tucker, Highway Salvage Paleontologist; Susan Weller, Director; Mark Harris, Associate Director; Judy Diamond; Matt Joeckel; Alan Osborn; Mike Zeleny; Missi Paul; Becky Zavala, Assistant Vice Chancellor for Research; and Bob Wilhelm, Vice Chancellor for Research and Economic Development at the University of Nebraska State Museum.

Regent Weitz presented a KUDOS award to Erik Palafox, Software Engineer in Development and Operations for the Department of Information Technology at the University of Nebraska Medical Center.

Regent Ozanne presented a KUDOS award to Rebecca Gratz, Multimedia Specialist in the Office of University Communications at the University of Nebraska at Omaha.

Regent Clare also congratulated Mark Askren, Senior Advisor to the President, received the 2019 EDUCAUSE Community Leadership Award in Chicago, recognizing his wide-ranging contributions to higher education.

V. RESOLUTIONS; HEARINGS

None

VI. PUBLIC COMMENT

Mr. Patrick Harris spoke on the topic of public relations between the campus police at UNK and UNK student body.

Ms. Ivy Harper spoke on the topic of the salary for the new president.

Motion Moved by Hawks and seconded by Weitz that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:

- Personal matters and job performance of persons who have not requested a public hearing.

Action Student Opinion: Voting Aye: Ozanne, Yousef, Johnson, and Kent. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

The Board went into closed session at 9:35 a.m. The Board reconvened the open meeting at 10:12 a.m.

VII. POTENTIAL DESIGNATION OF PRIORITY CANDIDATE FOR THE POSITION OF PRESIDENT OF THE UNIVERSITY OF NEBRASKA, IN ACCORDANCE WITH NEB. REV. STAT. §85-106.06

Motion Moved by Pillen and seconded by Clare to have Walter E. 'Ted' Carter as the priority candidate for the position of President of the University of Nebraska, in accordance with Neb. Rev. Stat. §85-106.06. There was discussion.

Action Student Opinion: Voting Aye: Yousef, Johnson, Kent and Ozanne. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, Hawks, and Kenney. Motion carried.

Chairman Clare requested a short break to call the priority candidate for the position of President of the University of Nebraska. The Board went into break at 10:22 a.m. The Board reconvened the open meeting at 10:30 a.m., and Chairman Clare announced that Walter E. 'Ted' Carter accepted the designation of priority candidate.

VIII. UNIVERSITY CONSENT AGENDA

Regent Hawks requested that items VIII-B-2 and VIII-B-6 be moved to the administrative agenda.

Motion Moved by Phares and seconded by O'Connor to approve items VIII-A-1, VIII-B-1, VIII-B-3, VIII-B-4, VIII-B-5, VIII-B-7

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

VIII-A-1 President's Personnel Recommendations

B. BUSINESS AFFAIRS

University of Nebraska

VIII-B-1 Approve an agreement designating The Home Depot Pro as the "prime supplier" of custodial cleaning products and chemicals for the University of Nebraska system

University of Nebraska-Lincoln

- VIII-B-3 Approve agreements designating US Foods Inc. and Greenberg Fruit Company as prime suppliers of food and related items for the University of Nebraska-Lincoln
- VIII-B-4 Approve the attached Resolution for capital improvements for the Campus Recreation, the Nebraska Unions and University Housing facilities at the University of Nebraska-Lincoln
- VIII-B-5 Approve the Resolution of improvements for the University of Nebraska-Lincoln Parking and Equipment

University of Nebraska at Omaha

- VIII-B-7 Approve the Student Housing and Parking and Student Facilities Improvements at the University of Nebraska Omaha
- Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, Kenney, and O'Connor. Motion carried.

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska Medical Center

- Motion Moved by Kenney and seconded by O'Connor to approve item IX-A-1
- IX-A-1 Approve the establishment of the Occupational Safety and Health Professional Certificate in the Department of Environmental, Agricultural, and Occupational Health in the College of Public Health at UNMC
- Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Pillen, Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, and Phares. Motion carried.

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

- Motion Moved by Phares and seconded by Pillen to approve items IX-B-1 and IX-B-2 together
- IX-B-1 Approve the Program Statement for North Stadium Expansion at UNL
- IX-B-2 Approve the Program Statement for Outdoor Track Replacement at UNL
- Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, Phares, and Pillen. Motion carried.
- Motion Moved by Hawks and seconded by Kenney to approve items IX-B-3 and IX-B-4 together
- IX-B-3 Approve the Program Statement for New College of Engineering Building at UNL

IX-B-4 Approve the transfer of real property located at 800 N. 17th Street, Lincoln, Nebraska from the University of Nebraska Foundation to the Board of Regents of the University of Nebraska

Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: Weitz, Clare, Hawks, Kenney, O'Connor, Phares, Pillen, and Schafer. Motion carried.

University of Nebraska Medical Center

Motion Moved by Phares and seconded by Weitz to approve items IX-B-5

IX-B-5 Approve acceptance of a gift and increase the scope and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center

Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Clare, Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, and Weitz. Motion carried.

Motion Moved by Pillen and seconded by Weitz to approve items IX-B-6

IX-B-6 Approve the Construction Management at Risk Contractor Contract for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center

Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Hawks, Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, and Clare. Motion carried.

University of Nebraska at Omaha

Motion Moved by O'Connor and seconded by Kenney to approve items IX-B-7

IX-B-7 Approve the Program Statement for Durham Science Center Renovation at the University of Nebraska at Omaha

Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

University of Nebraska at Kearney

Motion Moved by Pillen and seconded by Kent to approve items IX-B-8 and IX-B-9 together

IX-B-8 Approve the Kearney University Village Campus Covenants, Conditions and Restrictions

IX-B-9 Approve the Master Lease between the Board of Regents of the University of Nebraska and the Kearney University Village Development Corporation for the land to be formally designated Kearney University Village Campus

Following discussion, Regents Pillen and Kent accepted a friendly amendment to the motion, which provided that while the "legal" name of the development is documented as *Kearney University Village*, it will do business, market and present itself in public simply as *University Village*.

Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, Hawks, and Kenney. Motion carried.

University of Nebraska

Motion Moved by Hawks and seconded by Phares to approve item VIII-B-2

VIII-B-2 Approve letters of intent for the University of Nebraska system to enter agreements with primary suppliers of research and laboratory supplies, as awarded by the Big Ten Academic Alliance Master Collaborative Purchasing Agreement

Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, Kenney, and O'Connor. Motion carried.

University of Nebraska-Lincoln

Motion Moved by Ozanne and seconded by Weitz to approve item VIII-B-6

VIII-B-6 Approve execution of a GMP amendment for Scott Engineering Center Renovation and Link Replacement at the University of Nebraska-Lincoln

Action Student Opinion: Voting Aye: Kent, Ozanne, Yousuf, and Johnson. Voting Aye: Pillen, Schafer, Weitz, Clare, Hawks, Kenney, O'Connor, and Phares. Motion carried.

C. FOR INFORMATION ONLY

IX-C-1 University of Nebraska Strategic Planning Framework

IX-C-2 University of Nebraska Strategic Framework Accountability Measures

IX-C-3 Calendar of establishing and reporting accountability measures

IX-C-4 University of Nebraska Strategic Dashboard Indicators

IX-C-5 Board of Regents agenda items related to the University of Nebraska Strategic Framework

D. REPORTS

IX-D-1 Quarterly Personnel Reports for the period April 1 through June 30, 2019 and FY 2019-20 University personnel salaries

IX-D-2 Leave of Absences approved during the period July 1, 2018 through June 30, 2019

IX-D-3 Review of Multi-Departmental Academic Centers for Research, Teaching and/or Service

IX-D-4 Quarterly Status report of Capital Construction Projects

IX-D-5 Status report of Six-Year Capital Plan

IX-D-6 Bids and Contracts

- IX-D-7 Gifts, Grants, Contracts and Bequests accepted during the quarter April 1 through June 30, 2019
- IX-D-8 Agreement for Fox World Travel to provide travel services for the University of Nebraska
- IX-D-9 Renewal of Property and Student Health Insurance Policies
- IX-D-10 Intermediate Design Report: University of Nebraska-Lincoln, Scott Engineering Center Renovation and Link Replacement project
- IX-D-11 Naming the outdoor courtyard between the Howard L. Hawks College of Business and the Jeffrey S. Raikes School of Computer Science and Management at the University of Nebraska-Lincoln (UNL) the “Nelnet Courtyard”, pursuant to *Board of Regents Policy* RP-6.2.7.3.b
- IX-D-12 Intermediate Design Report: University of Nebraska at Omaha, Mammel Hall Addition
Chairman Clare accepted the reports on behalf of the Board.

X. ADDITIONAL BUSINESS

None

XI. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Clare at 12:56 p.m.

Respectfully submitted,

Carmen K. Maurer
Corporation Secretary

Timothy F. Clare
Chairman of the Board

ATTACHMENT 1



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, October 25, 2019, at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

Notice is further given that an additional item has been added to the agenda:

POTENTIAL DESIGNATION OF A PRIORITY CANDIDATE FOR THE POSITION OF PRESIDENT OF THE UNIVERSITY OF NEBRASKA, IN ACCORDANCE WITH NEB. REV. STAT. §85-106.06

When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

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

Dated: October 22, 2019

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

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | FAX: 402.472.1237 | nebraska.edu/regents