

**PUBLIC MEETING SCHEDULE
UNIVERSITY OF NEBRASKA**

FRIDAY, JUNE 28, 2019

9:15 a.m. Dr. Roderick J. McDavis, Managing Principal
AGB Search, LLC

9:30 a.m. BOARD OF REGENTS MEETING

- KUDOS Awards Presented
- Resolution of Recognition for President Hank Bounds
- Introductions of New Student Regents/Faculty Senate Presidents



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, June 28, 2019, at 9:30 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

In accordance with *Board of Regents Bylaw 1.11, Amendments to the Bylaws*, notice is hereby given that at the above-described meeting, amendments to Chapter I, Sections 1.3 and 1.4 of the *Bylaws of the Board of Regents* shall be proposed as indicated in the attached agenda item.

An agenda of subjects not related to the proposed *Bylaws* amendment will be subsequently posted in accordance the law, the *Bylaws* and rules which govern the Board of Regents. When so posted, the full agenda for the meeting will be available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <http://nebraska.edu/board/agendas-and-minutes.html>

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

Dated: June 17, 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

TO: The Board of Regents
Executive Committee

MEETING DATE: June 28, 2019

SUBJECT: Amend Section 1.3, The Board of Regents of the University of Nebraska, and Section 1.4, Meetings of the Board, of the *Bylaws of the Board of Regents of the University of Nebraska*

RECOMMENDED ACTION: Approve amendments to Section 1.3, The Board of Regents of the University of Nebraska, and Section 1.4, Meetings of the Board, of the *Bylaws of the Board of Regents of the University of Nebraska*

PREVIOUS ACTION: March 29, 2019 – This item was presented to the Board of Regents for information only.

December 4, 2018 – The Board of Regents approved amendments to Section 1.3 of the *Bylaws*.

April 7, 2001 – The Board of Regents approved amendments to Section 1.4 of the *Bylaws*.

EXPLANATION: Section 1.3 of the *Bylaws* will amend the procedure regarding installation of the Chair and Vice Chair. Amendment to Section 1.4 of the *Bylaws* will change the requirement that the annual meeting be held during the month of January to the first calendar quarter of the year.

In addition, the Corporation Secretary, or his/her designee, is hereby authorized to remove any University of Nebraska reference to a “January” Board of Regents annual meeting, including such references in Board policies and Standing Rules, in order to harmonize such policies and rules to be consistent with this agenda item.

The following shows the proposed changes should the Board adopt these changes at its next meeting:

Chapter 1. The Board of Regents of the University of Nebraska

1.3. The Officers. The Chair and Vice Chair shall be installed at the annual meeting in accordance with the processes set forth in the *Standing Rules of the Board of Regents*.

1.3.1 The Chair of the Board. ~~The Board shall select one of its members as its Chair at the annual meeting in January.~~ Unless he or she resigns or is removed by a majority vote of the Board, the Chair shall hold office for one year or until a successor is selected and qualified. The Chair shall preside at all meetings of the Board at which he or she is present. The Chair's signature shall appear on diplomas and like documents issued by the authority of the

Board. Unless it is otherwise ordered by the Board, or otherwise provided in these Bylaws, the Chair shall sign all contracts and other instruments requiring execution on the part of the Board and perform all other duties incident to such office. The Chair, in consultation with the Board, shall appoint all Committees of the Board.

History: Amended, 75 BRUN 71-72 (4 December 2018)
Amended, 42 BRUN 151 (10 November 1978)

1.3.4.2 Vice Chair of the Board. The Board shall select one of its members as its Vice Chair, whose time of selection and tenure of office shall coincide with that of the Chair. In case of the absence or incapacity of the Chair of the Board, the Vice Chair shall perform the duties of the Chair.

1.3.2.3 Presiding Officer Pro Tempore. In the case of the absence of both the Chair and Vice Chair at a meeting of the Board, a presiding officer pro tempore shall be selected by the Board.

1.3.3.4 Corporation Secretary. The Board, after consultation with the President, shall appoint a Corporation Secretary, and may also appoint an Assistant Corporation Secretary of the Board to act in event of the absence or disability of the Corporation Secretary, or to assist the Corporation Secretary as may be determined by the Board. The Corporation Secretary, or, in the event of absence or disability, the Assistant Corporation Secretary, shall:

(a) Attend all meetings and keep an accurate record of proceedings of the Board and make such record available for public inspection pursuant to the laws of the State of Nebraska;

(b) Promptly prepare the minutes of every meeting of the Board and promptly distribute copies thereof as instructed by the Board;

(c) Be responsible for keeping the Board, and such persons as the Board may order, supplied with copies of any changes or amendments adopted from time to time to its Bylaws and policies, and shall comply with the provisions of applicable law;

(d) Be custodian of the records of the Board and all documentary files thereof. The Corporation Secretary shall be responsible for maintaining a current codification of policies and procedures of the Board, and shall also provide for preservation of the records of the Board in accordance with applicable law;

(e) Be custodian of the corporate seal of the Board, and sign and attest documents in accordance with the provisions of these Bylaws and applicable laws of the State of Nebraska;

(f) Certify as to the authority of all administrative or executive officers of the University of Nebraska when necessary;

(g) Perform such other duties as the Board may direct;

- (h) Be a staff officer of the President; and
- (i) Provide for maintaining the University archives.

History: Amended, 75 BRUN 72 (4 December 2018)


1.4 **Meetings of the Board.** All meetings of the Board shall be held in compliance with the provisions of applicable law. An annual meeting will be held during the ~~month of January~~ **first calendar quarter of the year**. The Board shall establish the time and place for meetings during the balance of the calendar year at the annual meeting, and shall also establish the time and place of the next annual meeting. Additional meetings of the Board may be held upon the call of the Chair, or the call of two members thereof.

History: Amended, 63 BRUN 134 (7 April 2001)
Amended, 42 BRUN 49 (29 July 1978)

SPONSOR:

Executive Committee of the Board of Regents

RECOMMENDED:



Hank M. Bourds, President
University of Nebraska

DATE:

June 3, 2019

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, Nebraska 68583-0745
Friday, June 28, 2019
9:30 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON MAY 30, 2019
- IV. KUDOS
 - Ricci Fast, University of Nebraska at Kearney*
 - Amy Haberman, University of Nebraska Medical Center*
 - Joe Hayes, University of Nebraska at Omaha*
- V. RESOLUTION
 - Resolution of Recognition for President Hank Bounds*
- VI. HEARINGS
 - Amend Section 1.3, The Board of Regents of the University of Nebraska, and Section 1.4, Meetings of the Board, of the *Bylaws of the Board of Regents of the University of Nebraska*.
- 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 amendments to Section 1.3, The Board of Regents of the University of Nebraska, and Section 1.4, Meetings of the Board, of the *Bylaws of the Board of Regents of the University of Nebraska* Addendum VIII-A-2
 - 3. Approve the academic program reviews report required by the NCCPE and approve forwarding of the program review reports to the NCCPE Addendum VIII-A-3
 - University of Nebraska at Kearney
 - 4. Approval is requested to continue the Bachelor of Arts in Art History at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-4

5. Approval is requested to continue the Master of Arts in English with a Literature Emphasis at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-5
 6. Approval is requested to continue the Bachelor of Music degrees in Music Comprehensive: Music Business and Musical Theatre Comprehensive, and the Bachelor of Arts degree in Theatre at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-6
- University of Nebraska-Lincoln
7. Approval is requested to continue the Master of Arts degree in Art History at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-7
 8. Approval is requested to continue the Doctor of Philosophy degree in Modern Languages at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-8
 9. Approval is requested to continue the Doctor of Philosophy degree in Music at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-9
 10. Approval is requested to continue the Bachelor of Science degree in Natural Resource and Environmental Economics at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education Addendum VIII-A-10

B. BUSINESS AFFAIRS

University of Nebraska-Lincoln

1. Approve the reappointment of Michael Boehm, Tonn Ostergard, and Matt Williams as members of the “Class B” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2019 Addendum VIII-B-1

University of Nebraska Medical Center

2. Approve change in methodology to sell the property and improvements located at 518 South 38th Street in Omaha, Nebraska from public auction or sealed public sale to include utilization of a broker at the highest value Addendum VIII-B-2
3. Approve the transfer of real property located at 6902 Pine Street, Omaha, Nebraska Addendum VIII-B-3
4. Approve the purchase of real property at 609 South 48th Street, Omaha, Nebraska Addendum VIII-B-4
5. Approve changing the name of the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning to the Dr. Edwin G. and Dorothy Balbach Davis Global Center, pursuant to *Board of Regents Policy RP-6.2.7* Addendum VIII-B-5

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve amendment to Appendix “A” of the Restated Contract of Employment for President Hank M. Bounds Addendum IX-A-1
2. Approve the composition of the Presidential search advisory committee listed in this item IX-A-2, as provided for in *Board of Regents Bylaw 2.1* and *Board of Regents Policy RP-2.1.4*; and Resolution related to search matters Addendum IX-A-2
3. Approve the interlocal agreement with the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, the Nebraska Department of Labor and each of the six Nebraska Community Colleges to establish the NSWERS Addendum IX-A-3

University of Nebraska-Lincoln

4. Approval is requested to delete the Bachelor of Science in Electronics Engineering in the Department of Electrical and Computer Engineering in the College of Engineering Addendum IX-A-4
5. Approval is requested to create the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications Addendum IX-A-5

University of Nebraska Medical Center

6. Approval is requested to establish the Center for Heart and Vascular Research in the College of Medicine Addendum IX-A-6

University of Nebraska at Omaha

7. Approval is requested to dissolve the Center for Urban Sustainability Addendum IX-A-7

B. BUSINESS AFFAIRS

Operating Budget

1. Approve the Fund B, University Program and Facilities Fee (UPFF) 2019-20 Allocation for the University of Nebraska at Kearney Addendum IX-B-1
2. Approve the Fund B University Program and Facilities Fees (UPFF) 2019-20 Allocation for the University of Nebraska-Lincoln Addendum IX-B-2
3. Approve the Fund B, University Program and Facilities Fee (UPFF) 2019-20 Allocation for the University of Nebraska Medical Center Addendum IX-B-3
4. Approve the Fund B, University Program and Facilities Fees (UPFF) 2019-20 Allocation for the University of Nebraska Omaha Addendum IX-B-4
5. Approve the FY 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the University of Nebraska Addendum IX-B-5
6. Approve the FY 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the Nebraska College of Technical Agriculture Addendum IX-B-6

University of Nebraska-Lincoln

7. Approve the interlocal agreement with the City of Lincoln, Nebraska, to establish the iLNK Corporation Addendum IX-B-7
8. Approve the naming of the Nebraska Union Auditorium, pursuant to *Board of Regents Policy RP-6.2.7.3.c*, the “Daryl Swanson Auditorium” Addendum IX-B-8
9. Approve the naming of a gallery at the Sheldon Museum of Art, pursuant to *Board of Regents Policy RP-6.2.7.3.c*, the “Henning Family Gallery” Addendum IX-B-9

10. Approve the naming of the C.Y. Thompson Library new student learning commons, pursuant to *Board of Regents Policy* RP-6.2.7.3.c, the “Dinsdale Family Learning Commons” Addendum IX-B-10

University of Nebraska Medical Center

11. Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 on the naming of facilities and name the Virtual Hospital within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning the “Jeffrey P. Gold, M.D. Virtual Hospital given by The Faculty of the UNMC College of Medicine” Addendum IX-B-11
12. Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 on the naming of the Interprofessional Collaborations space within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning the “Pamela J. Boyers Ph.D. Interprofessional Collaboration” Addendum IX-B-12

University of Nebraska at Omaha

13. Authorize the President and the Chancellor, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the acquisition of approximately 101 acres (North Tract) adjacent to the Glacier Creek Preserve, Douglas County, Nebraska Addendum IX-B-13

C. FOR INFORMATION ONLY

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

D. REPORTS

1. Report of Emergency Contract Approval per *Board of Regents Policy* RP-6.3.1, University of Nebraska at Kearney Dining Services Contract with Sodexo America, LLC Addendum IX-D-1
2. Quarterly Personnel Reports for the period October through December 2018 Addendum IX-D-2
3. Quarterly Personnel Reports for the period January through March 2019 Addendum IX-D-3
4. Laboratory, Student, and Miscellaneous Fees for 2019-2020 Addendum IX-D-4
5. Renaming the Bachelor of Science degree in Environmental Restoration Science to Environmental Science in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln Addendum IX-D-5
6. Renaming the Department of Civil Engineering to the Department of Civil and Environmental Engineering in the College of Engineering at the University of Nebraska-Lincoln Addendum IX-D-6
7. Renaming the PhD in Psychological Studies in Education to the PhD in Educational Psychology in the Department of Educational Psychology in the College of Education and Human Sciences at the University of Nebraska-Lincoln Addendum IX-D-7
8. Bids and Contracts Addendum IX-D-8
9. Quarterly Report of Gifts, Grants, Contracts and Bequests Addendum IX-D-9
10. Quarterly Status of Capital Construction Projects Addendum IX-D-10
11. Intermediate Design Report: University of Nebraska-Lincoln, Mabel Lee Replacement Addendum IX-D-11

12. Intermediate Design Report: University of Nebraska-Lincoln, Gnotobiotic Mouse Vivarium Addendum IX-D-12
13. Renaming several rooms located in the Nebraska Unions at the University of Nebraska-Lincoln, pursuant to *Board of Regents Policy* RP-6.2.7.3.a Addendum IX-D-13
14. Naming of selected rooms within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center, pursuant to *Board of Regents Policy* RP-6.2.7.3 Addendum IX-D-14
15. Revisions to the Constitution of the College of Arts and Sciences at the University of Nebraska at Kearney Addendum IX-D-15
16. Strategic Framework Report on Research Addendum IX-D-16
17. Strategic Framework Report on State Funding and Tuition Accountability Measures Addendum IX-D-17

X. ADDITIONAL BUSINESS

VIII. UNIVERSITY CONSENT AGENDA

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The President's Personnel Recommendations

Meeting Date: June 28, 2019

New Appointments

University of Nebraska at Kearney

Timothy E. Jares, Dean (Special), College of Business and Technology, Professor (Continuous) Accounting/Finance/Economics; effective 7/1/2019, \$182,000, FY, 1.00 FTE.

University of Nebraska-Lincoln

M. Claire Stewart, Dean (Special) Libraries, Professor (Continuous) Libraries; effective 8/1/2019, \$230,000 FY, 1.00 FTE.

University of Nebraska Medical Center

Gary C. Yee, Professor (Continuous), Pharmacy Practice (.50 FTE); and Associate Vice Chancellor for Academic Affairs (Special), University of Nebraska Medical Center (.50 FTE); effective 7/1/2019, \$191,544 FY, 1.00 FTE. Effective 5/31/2019 Associate Dean for Academic Affairs (Special), College of Pharmacy, and \$20,000 annual administrative stipend.

University of Nebraska at Omaha

Sacha E. Kopp, Senior Vice Chancellor for Academic Affairs (Special), Professor (Continuous) Department of Physics; effective 6/17/2019, \$315,000 FY, 1.00 FTE.

Adjustments

University Administration

Bret R. Blackman, Vice President for Information Technology (Special), University of Nebraska; Chief Information Officer, University of Nebraska at Omaha (Special); effective 7/1/2019, \$260,000 FY, 1.00 FTE. Remove title of Associate Vice President for Information Technology Services effective 6/30/2019.

David S. Jackson, Interim Executive Vice President and Provost (Special), University of Nebraska; Professor (Continuous) Food Science and Technology, University of Nebraska-Lincoln; effective 8/15/2019, \$366,600, 1.00 FTE. Remove title of Vice Provost.

Heath M. Mello, Interim Vice President for University Affairs (Special), University of Nebraska; effective 7/1/2019, \$243,000 FY, 1.00 FTE. Remove title of Associate Vice President/Director of State Relations.

University of Nebraska at Kearney

Kelly H. Bartling, Vice Chancellor for Enrollment Management and Marketing (Special); effective 7/1/2019, \$160,000, 1.00 FTE. Remove title of Assistant Vice Chancellor for Communications and Community Relations effective 6/30/2019.

Grace A. Mims, Interim Dean (Special), College of Education, Professor (Continuous) Counseling and School Psychology; effective 7/1/2019 through 6/30/2020, \$135,000, FY, 1.00 FTE.

University of Nebraska-Lincoln

Joshua R. Davis, Associate Vice Chancellor for Global Affairs and Senior International Officer (Special) Office of the Executive Vice Chancellor and Chief Academic Officer; effective 6/1/2019, \$200,000 FY, 1.00 FTE. Remove title of Interim Associate Vice Chancellor for International Engagement and Global Strategies effective 5/31/2019.

Richard E. Moberly, Interim Executive Vice Chancellor (Special) Academic Affairs, Professor (Continuous) Law, Schmoker College Professorship (Special) Law; effective 6/1/2019, \$390,000 FY, 1.00 FTE. Salary includes \$15,000 stipend for the Schmoker College Professorship. Remove title of Dean of the College of Law.

William J. Nunez, Vice Chancellor (Special) Business and Finance, Professor of Practice (Special) Educational Administration; effective 4/8/2019, \$325,000 FY, 1.00 FTE. Remove title of Interim Vice Chancellor for Business and Finance.

Anna W. Shavers, Acting Dean (Special) College of Law, Professor (Continuous) College of Law; effective 6/1/2019, \$244,620 AY, 1.00 FTE. Salary includes a \$64,905 administrative stipend and a \$15,000 stipend for the Wright College Professorship.

University of Nebraska at Omaha

Lynn K. Harland, Interim Dean (Special) College of Business Administration, Professor (Continuous) Department of Management, \$214,996 FY; effective 8/16/2019, 1.00 FTE. Remove title of Associate Dean, College of Business Administration. Salary includes a \$25,000 stipend, John Becker Dean Stipend of \$13,000, and \$12,000 administrative stipend.

Deborah S. Smith-Howell, Interim Senior Vice Chancellor for Academic Affairs (Special), Professor (Continuous) Department of Communication, \$202,927 FY; effective 6/1/2019 through 6/16/2019, 1.00 FTE. Salary includes a \$2,500 monthly stipend.

TO: The Board of Regents
Executive Committee

MEETING DATE: June 28, 2019

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- (d) Be custodian of the records of the Board and all documentary files thereof. The Corporation Secretary shall be responsible for maintaining a current codification of policies and procedures of the Board, and shall also provide for preservation of the records of the Board in accordance with applicable law;
- (e) Be custodian of the corporate seal of the Board, and sign and attest documents in accordance with the provisions of these Bylaws and applicable laws of the State of Nebraska;
- (f) Certify as to the authority of all administrative or executive officers of the University of Nebraska when necessary;
- (g) Perform such other duties as the Board may direct;
- (h) Be a staff officer of the President; and
- (i) Provide for maintaining the University archives.

History: Amended, 75 BRUN 72 (4 December 2018)

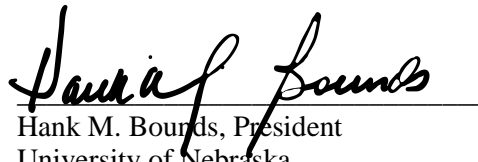
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SPONSOR:

Executive Committee of the Board of Regents

RECOMMENDED:



Hank M. Bourds, President
University of Nebraska

DATE:

June 3, 2019

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

MEETING DATE: June 28, 2019

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

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

PREVIOUS ACTION: This is the 26th year of the Coordinating Commission's Program Review Process. In the previous 25 years, 2,120 programs were reviewed.

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

This report includes all programs reviewed at the University of Nebraska at Kearney (6), University of Nebraska-Lincoln (23), University of Nebraska Medical Center (29), and University of Nebraska at Omaha (24).

The Board of Regents is asked to approve the report and that it be forwarded to the NCCPE. It is recommended to NCCPE that all of the listed degree programs be continued.

When programs do not appear to meet NCCPE's numerical thresholds, Nebraska Rev. Statue §85-1414 (5) requires that an in-depth review be conducted. Programs requiring such reviews are noted, and these reports will be reported to the Board in spring 2020.

PROGRAM COST: None

SOURCE OF FUNDS: N/A

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

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

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

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

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

RECOMMENDED:

A handwritten signature in blue ink that reads "Susan M. Fritz". The signature is written in a cursive style and is positioned above a horizontal line.

Susan M. Fritz
Executive Vice President and Provost

DATE:

June 3, 2019

**Summary of 2018-2019 Program Review Results at the University of Nebraska at Kearney (UNK)
Academic Year 2013/14-2017/18**

UNK Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Aviation Systems Management	BS	8.8	408.4	Continuation	
Applied Health Sciences	BS	14.4	359.0	Continuation	
Health Sciences ⁽³⁾	BS	N/A	N/A	Continuation	
Journalism/Mass Communication	BS/BA	18.0	436.0	Continuation	
Long-Term Care Management ⁽³⁾	MS	N/A		Continuation	
Psychology	BS/BA, BSE/BAE	49.4	530.8	Continuation	

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

⁽²⁾ Neb.Rev.Stat.§85-1414 (5): Existing programs which do not meet criteria established by the commission pursuant to subsection (7) of this section shall be targeted for in-depth review by the public institutions and their governing boards.

⁽³⁾ This program is newly approved within the last five years.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska - Lincoln (UNL)
Academic Year 2013/14-2017/18**

UNL Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Architectural Studies	BSD	44.2	576.7	Continuation	
Architecture	MS	3.6		Continuation	X
	MArch	26.6		Continuation	
Community and Regional Planning	MCRP	9.6		Continuation	
Environmental Studies	BA/BS/BSES	23.8	733.2	Continuation	
Ethnic Studies	BA	8.2	628.0	Continuation	
Film Studies (Interdisciplinary)	BA	9.4	N/A	Continuation	
Global Studies	BA/BS	42.4	4407.8	Continuation	
Individualized Program of Studies (Interdisciplinary)	BA/BS	0.6	0.0	Continuation	X
Interior Design	BSD	22.8	601.7	Continuation	
Landscape Architecture	BLA	6.0	400.1	Continuation	X
Latin American Studies (Interdisciplinary)	BA/BS	2.2	N/A	Continuation	
Law	JD	111.6		Continuation	
Legal Studies	MLS	2.2		Continuation	X
Psychology	BA/BS	229.4	1710.1	Continuation	
	MA	12.4		Continuation	
	PhD	14.0		Continuation	

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska - Lincoln (UNL)
Academic Year 2013/14-2017/18**

UNL Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Space, Cyber, and Telecommunications Law	LLM	18.0		Continuation	
	Cyber and Cyber Security Law Executive Certificate	0.0		Continuation	
	Cyber and Telecommunications Law Executive Certificate	0.0		Continuation	
Space Law	JSD	0.6		Continuation	X
	Executive Certificate	0.0		Continuation	
Women's and Gender Studies	BA/BS	7.8	1847.9	Continuation	

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska Medical Center (UNMC)
Academic Year 2013/14-2017/18**

UNMC Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Biostatistics	PhD	0.0		Continuation	X
	Certificate	0.0		Continuation	
Community Orientated Primary Care	Post BS Certificate	1.0		Will be discontinued	
Emergency Preparedness	MS	2.4		Continuation	X
	Certificate in Emerg Prep	2.4		Continuation	
Epidemiology	PhD	2.0		Continuation	X
Genetic Counseling ⁽⁴⁾	MGC	N/A		Continuation	
Health Administration ⁽⁴⁾	MHA	N/A		Continuation	
Health Policy	Post BS Certificate	0.0		Will be discontinued	
Health Professions Teaching and Technology ⁽⁴⁾	MHPTT	N/A		Continuation	
	Certificate	0.2		Continuation	
Health Promotion and Disease Prevention Research	PhD	2.2		Continuation	X
Health Services Research, Administration and Policy	PhD	3.4		Continuation	
Infectious Disease Epidemiology	Post BS Certificate	1.4		Continuation	
Maternal and Child Health	Post BS Certificate	0.4		Continuation	

⁽⁴⁾This program is newly approved within the last five years.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska Medical Center (UNMC)
Academic Year 2013/14-2017/18**

UNMC Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Medical Imaging and Therapeutic Services	BS	31.8	609.5	Continuation	
Cardiovascular Interventional Technology	Certificate	0.0		Continuation	
Computed Tomography	Certificate	0.0		Continuation	
Diagnostic Medical Sonography	Certificate	4.8		Continuation	
Magnetic Resonance Imaging	Certificate	2.2		Continuation	
Radiation Therapy	Certificate	2.0		Continuation	
Medical Nutrition	MMN ⁽⁵⁾	N/A		Continuation	
	Post BS Certificate	6.2		Will be discontinued	
Medical Science	MS	11.0		Continuation	
	PhD	10.6		Continuation	
Pre-Medical Science	Certificate	0.0		Will be discontinued	
Public Health	MPH	46.6		Continuation	
	Certificate	10.8		Continuation	
Radiation Oncology Physics	Post MS Certificate	0.6		Will be discontinued	

⁽⁵⁾ This program is newly approved within the last five years.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska at Omaha (UNO)
Academic Year 2013/14-2017/18**

UNO Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Aviation	BAV	19.4	399.8	Continuation	
General Science	BA	8.2	N/A	Continuation	
Gerontology	BSGE ⁽⁶⁾	N/A	495.1	Continuation	
	Undergraduate Certificate	15.6	495.1	Continuation	
	PhD ⁽⁶⁾	N/A		Continuation	
	Graduate Certificate	7.6		Continuation	
Social Gerontology	MA	8.6		Continuation	
Multidisciplinary Studies (concentrations not required) (concentrations required)	BMS	86.8	N/A	Continuation	
	BMS	241.8	N/A	Continuation	
Neuroscience	BS	29.0	N/A	Continuation	

⁽⁶⁾ This program is newly approved within the last five years.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

**Summary of 2018-2019 Program Review Results at the University of Nebraska at Omaha (UNO)
Academic Year 2013/14-2017/18**

UNO Program	Degree	5-Year Mean of Degrees Granted	Undergraduate Degree ONLY 5-Year Mean of SCH/ Instructional Faculty FTE ⁽¹⁾	Recommended Action; Additional Comments	Appears not to meet numeric CCPE criteria ⁽²⁾
Psychology	BA/BS	108.6	480.2	Continuation	
Psychology	MA	14.6		Continuation	
Industrial Organizational Psychology	MS	3.8		Continuation	
School Psychology	MS	6.6		Continuation	
School Psychology	EDS	6.4		Continuation	
Psychology	PhD	6.6		Continuation	
Human Resources and Training	Graduate Certificate	2.6		Continuation	
Applied Behavior Analysis	Graduate Certificate	0.0		Continuation	
Public Administration	MPA	44.4		Continuation	
	PhD	2.2		Continuation	X
Public Management	Graduate Certificate	3.6		Continuation	
Urban Studies	MS	5.2		Continuation	
Women's and Gender Studies	BA	2.6	918.2	Continuation	X
Gender and Leadership ⁽⁷⁾	Undergraduate Certificate	N/A	918.2	Continuation	

⁽⁷⁾ This program is newly approved within the last five years.

Criteria:	Degrees per Year
Total Bachelors	7 or greater
Total Masters	5 or greater
Total Ph.D.	3 or greater
Undergraduate SCH/Instructional Faculty FTE	300 or greater

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

MEETING DATE: June 28, 2019

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

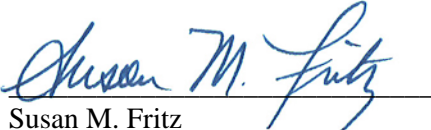
RECOMMENDED ACTION: Approval is requested to continue the Bachelor of Arts in Art History at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: The UNK Bachelor of Arts in Art History was established prior to modern records of Board approvals.

EXPLANATION: UNK has performed the in-depth review of the Bachelor of Arts in Art History; attached is an action plan to increase enrollment by offering the program using fully online and in-person formats. It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

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

Douglas Kristensen, Chancellor
University of Nebraska at Kearney

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

February 28, 2019

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

Dear Provost Fritz:

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

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

Sincerely,



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

cc: David Jackson, Vice Provost
Doug Kristensen, Chancellor
Peter Longo, Interim Dean, College of Arts & Sciences
Richard Schuessler, Chair, Art & Design

University of Nebraska at Kearney

Bachelor of Arts in Art History

Coordinating Commission for Postsecondary Education

Majors	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
	4	4	2	3	1

Degrees Conferred	2013-14	2014-15	2015-16	2016-17	2017-18
	2	2	1	0	0

The Art History-BA has been a part of the Art and Design department since the late 1960s. We have one on-campus faculty member who serves as the faculty representative, advisor, and contact person for the Art History program. We have four additional faculty that teach our online courses in Art History as well as Art Education.

The majority of the Art History courses are not only required in the Art History degree program, but also in other undergraduate Art Degree programs: Art K-12 Teaching Field Endorsement-BAED, Studio Art-BA, Studio Art Comprehensive-BFA, and Visual Communication and Design Comprehensive-BFA. The Master of Arts in Education degree also have Art History course offerings.

Current Status

The number of students pursuing a Bachelor of Arts in Art History has averaged four students over the past six years. While we have not met the degree threshold, the students who have received their degree have continued to graduate school as well as establishing careers in the field through museum and gallery work.

In the spring of 2014, we began offering a limited number of Art History courses online. Our motivation for doing so was to gain access to a broader pool of faculty with terminal degrees in Art History to replace a retired art historian faculty member. Since then we have moved the majority (90%) of the Art History courses to an online environment. The number of student credit hours taken online has increased from 21% in 2014 to 84% in 2018. Due to the success of the online course offerings and to increase enrollment we will offer the Art History-BA as an

online program. To date, no other university in Nebraska offers a complete online bachelors degree program in Art History.

Establish Art History Program Online

- Spring 2019 update the undergraduate catalog to establish the Art History courses and program online
- Early summer 2019 begin marketing and promoting the online program
- Effective with the 2019-2020 academic catalog the program will be offered as an online degree program

Current enrollment estimates for Fall 2019 include five admitted students and four additional students who are in the process of completing their application. These prospective enrollees could increase the number of majors from the previous year by 800%. We anticipate one degree conferred in 2018-19.

Enrollment Goals

- Enroll three of the five students that have completed the fall 2019 application
- Increase first-time enrollment in the Art History program by 50% in Fall 2020 and Fall 2021
- Recruit one deciding student each year to declare Art History or a current degree seeking student to declare Art History as a second major

	Fall		
	2018	2019	2020
First Time Enrollment	3	5	7
Deciding Student/Second Major	1	1	1
Total	4	6	8

Recruitment

eCampus will work closely with the Art and Design department to develop a recruitment plan which will include a variety of avenues of marketing. The first project to be done will be to add the BA in Art History degree information on to the eCampus website and the NU Online website, as well as to develop a Talisma (Customer Relationship Management software) campaign to go out to anyone who inquiries about the program. These would be a series of eight emails being sent to the prospective student within a period of 90 days promoting the Art History program, announcing all the resources available to the online student, and outlining the benefits of earning a degree from UNK. Since digital marketing has been quite successful and cost efficient, recruitment will take place on Google AdWords, and with email blasts to the community, Chamber of Commerce, UNK Alumni, and the Nebraska Press Association. Ads will be placed on social media, such as Facebook, Twitter, Instagram, YouTube, and the

eCampus Blog. Talisma also provides us with flexibility to campaign to various other audiences. Print materials will be created to either be distributed by the Art department or to be mailed to segmented audiences. The Art and Design department will update their department website as well as distribute posters and flyers to promote the Art History online program.

The Art and Design department also hosts Imagination Day, a department recruitment day. This program, hosted in the fall and spring, introduces high schoolers to the courses offered at the university and exposes them to new techniques and equipment. The goal is to show high schoolers all the possibilities at UNK. The spring Imagination Day was attended by 100 students from 13 schools. Beginning fall 2019 the department will add an Art History seminar to Imagination date for prospective high school students.

Finally, the Art and Design department will explore the opportunity to collaborate our departments marketing efforts in 2020-21 with the department of History for a possible blended degree option.

Conclusion

The Art and Art History department at UNK has a tradition of successfully serving students. Our approach to move the Art History program online will assist in the recruitment of students. This will lead to an increased number of majors and students enrolled in Art courses. We appreciate the concerns issued by the CCPE and aim to mitigate enrollment concerns.

TO: The Board of Regents Addendum VIII-A-5
Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: In-depth Program Review and Action Plan for the Master of Arts (MA) degree in English with a Literature Emphasis at the University of Nebraska at Kearney (UNK) as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (NCCPE)

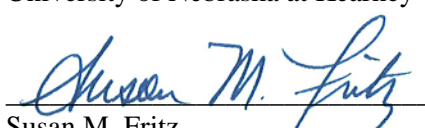
RECOMMENDED ACTION: Approval is requested to continue the Master of Arts in English with a Literature Emphasis at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: November 3, 1995 – The Board approved the Master of Arts in English at UNK.

EXPLANATION: UNK has performed the in-depth review of the Master of Arts in English with an emphasis in Literature; attached is an action plan to increase enrollment by offering the program using fully online and in-person formats. It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

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

Douglas Kristensen, Chancellor
University of Nebraska at Kearney

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

February 28, 2019

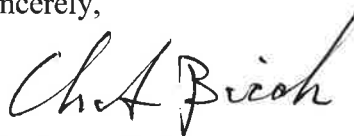
Dr. Susan Fritz, Executive Vice President & Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0743

Dear Provost Fritz:

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

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

Sincerely,



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

cc: David Jackson, Vice Provost
Doug Kristensen, Chancellor
Peter Longo, Interim Dean, College of Arts & Sciences
Mark Ellis, Interim Dean, Graduate Studies
Sam Umland, Chair, English Department

University of Nebraska at Kearney

Master of Arts in English – Literature Emphasis

Coordinating Commission for Postsecondary Education

Majors	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
	4	3	6	4	3

Degrees Conferred	2013-14	2014-15	2015-16	2016-17	2017-18
	0	1	2	2	2

The Master of Arts degree in English at the University of Nebraska, Kearney, has proven vital to the university’s mission to offer “excellent graduate education and scholarship.” It upholds UNK’s vision to provide a “high quality, multidimensional learning environment” and to prepare “students to lead responsible and productive lives in a democratic, multicultural society.” The program attracts professionals, including teachers, to enable them to enhance their curricula at institutions across the Great Plains as well as those wishing to develop as writers and thinkers. Several of our recent graduates have gone on to pursue advanced degrees.

The English department, including the graduate program, undergoes a formal APR every five years. During the last APR in spring 2014, the external review team praised the graduate program for the “unparalleled productivity, expertise, and high standards this department sets for its graduate students” and how its “MA students excel as researchers and writers” as evidenced by the number of students (3) who had received the campus-wide Outstanding Thesis Award over the past eleven years. At the same time, it urged the department to reevaluate its efficiencies. Since that time we’ve addressed this suggestion.

Following a slow decrease in enrollment in our graduate program, the department made several changes to accommodate prospective students’ schedules and needs. These changes include:

- Increasing the number of graduate courses offered during summer
- Creating 4 new graduate courses (which had to go through several college committees before final approval) for the new emphasis in Writing
 1. Writing Tutorial: Academic Publishing
 2. Writing and Multiple Literacies

3. American Political Rhetoric
 4. Theory and Practice of Digital Rhetoric
- Training 5 additional faculty members in on-line

The response to the changes was immediate in terms of students enrolling in classes and entering the MA program. Fall 2017 graduate classes were in high demand and some courses usually capped at 22 had to stretch to over 30. The number of students enrolled in the Master of Arts in English program increased 360% from 5 students in the fall of 2014 to 23 in fall of 2018. The Writing emphasis was offered online beginning with the fall 2016 term. In that time the enrollment increased 800% (16 students). We will offer the Literature emphasis online beginning with the fall 2019 term. By offering the program online we expect enrollment gains similar to the online Writing emphasis. Our anticipated enrollment in the online Literature option by fall of 2021 is 17 students. The differentiation in these emphases costs the department little in terms of load and benefits the students greatly in terms of professional preparation. The university will continue to advertise the program, including foregrounding how it accommodates teachers across the state to earn their degrees in a timely, consistent manner, thus allowing them to teach dual-credit courses (which require the MA in the academic discipline) if they wish.

Our department features faculty who specialize in every major subfield in the discipline in English. Moreover, their research output matches and, in many cases, outpaces the faculty members in Humanities departments across the region and the NU system. Faculty members work closely with graduate students to train them to write and disseminate their research at regional and national conferences or publish creative writing.

The graduate program has proven essential to the growth and development of Central and Western Nebraska. As schools and corporations encourage their teachers and workers to be competitive in a global marketplace, many professionals recognize their obligations to pursue further study in writing, literature, interdisciplinary emphases, and linguistics. Part of the faculty's motivation, then, involves satisfying a wide range of economic and educational needs for the region's scholastic community as well as for undergraduates and graduate students. Training professionals to improve their teaching and enhance their careers strengthens the economic viability of our region. In fact, with our new online presence and emphasis in Writing we would like to grow our faculty in areas of need to respond to increased demand as we continue to implement additional emphases. The exponential growth of the UNK graduate program over the last few years bespeaks the concerted efforts of faculty at the University of Nebraska to train and educate future leaders in the Great Plains.

TO: The Board of Regents Addendum VIII-A-6
Academic Affairs

MEETING DATE: June 28, 2019

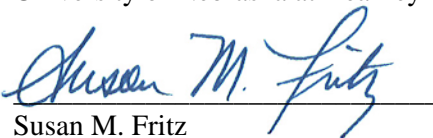
SUBJECT: In-depth Program Review and Action Plan for the Bachelor of Music (BM) degrees in Music Comprehensive: Music Business and Musical Theatre Comprehensive, and the Bachelor of Arts (BA) degree in Theatre at the University of Nebraska at Kearney (UNK) as required by Neb. Rev. Stat. § 85-1414(5)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

RECOMMENDED ACTION: Approval is requested to continue the Bachelor of Music degrees in Music Comprehensive: Music Business and Musical Theatre Comprehensive, and the Bachelor of Arts degree in Theatre at the University of Nebraska at Kearney and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: October 3, 2018 – The renaming of the UNK Bachelor of Music in Musical Theatre to the Bachelor of Music in Musical Theatre Comprehensive was approved by President Bounds and Chancellor Kristensen and was reported to the Board.
March 1, 2003 – The Board approved three degree designations in the UNK Department of Music and Performing Arts (Bachelor of Fine Arts – Music Performance; Bachelor of Fine Arts – Musical Theatre; and Bachelor of Science – Music Business) be changed to Bachelor of Music.
January 16, 1999 – The Board approved in-depth reviews of the Theatre programs at the University of Nebraska at Kearney, University of Nebraska-Lincoln, and University of Nebraska at Omaha.

EXPLANATION: UNK has performed the in-depth review of the Bachelor of Music degrees in Music Comprehensive and Musical Theatre and the Bachelor of Arts degree in Theatre; attached is an action plan to increase enrollment by improving marketing efforts towards in-coming freshmen and transfer students. It is recommended that the programs be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

SPONSORS: Charles Bicak
Senior Vice Chancellor for Academic and Student Affairs
Douglas Kristensen, Chancellor
University of Nebraska at Kearney

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

February 28, 2019

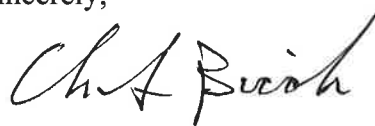
Dr. Susan Fritz, Executive Vice President & Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0743

Dear Provost Fritz:

The faculty in the Music, Theatre and Dance department at the University of Nebraska at Kearney request continuation of the undergraduate degree programs in Music Comprehensive: Music Business, Musical Theatre Comprehensive and Theatre. The attached proposal has been developed for consideration for approval by the Board of Regents. Since the programs above graduate less than the minimum threshold of seven students per year, the proposal is designed to respond to this threshold established by the Nebraska Coordinating Commission for Postsecondary Education (CCPE). This proposal describes the plan for performing an in-depth review. Contingent on the Board of Regents approval, the proposal will be sent to the CCPE.

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

Sincerely,



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

cc: David Jackson, Vice Provost
Doug Kristensen, Chancellor
Peter Longo, Interim Dean, College of Arts & Sciences
Tim Farrell, Chair, Music, Theatre & Dance

University of Nebraska at Kearney

Department of Music, Theatre, and Dance

Coordinating Commission for Postsecondary Education

Music and Theatre Overview

The Department of Music, Theatre, and Dance has been designated as one of the Programs of Excellence at the University of Nebraska at Kearney. The department's BA and BM degrees provide a quality educational experience for a variety of students who want to study Music and Theatre.

When smaller regional universities such as ours offer a variety of degrees, we are able to better compare with larger institutions for quality students. We serve the needs of qualified students alongside less-prepared students, allowing us to raise their level of artistry and critical thinking as we supply well-qualified artists and employees for rural Kearney, central Nebraska and beyond. The result of offering this variety of degrees is that the University of Nebraska at Kearney has graduated an annual average of 23.6 students in Music and Theatre between 2012 and 2017. Our course offerings attract students who have a multitude of music and theatre interests; they likewise serve non-majors and help supplement the world-class liberal arts education that students receive at UNK.

Bachelor of Music Comprehensive: Music Business and Musical Theatre Comprehensive

Majors	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Music Comprehensive: Music Business	23	21	12	11	9
Musical Theatre Comprehensive	7	5	4	2	5

Degrees Conferred	2013-14	2014-15	2015-16	2016-17	2017-18
Music Comprehensive: Music Business	3	4	4	3	1
Musical Theatre Comprehensive	2	1	1	1	2

The University of Nebraska Kearney offers three Bachelor of Music comprehensive degrees. These BM Comprehensive degrees in music theatre, music performance and music comprehensive with emphases areas of composition and music business are essentially the same professional degree with different content emphasis. The department is trying to capture students at a professional level who are interested in composition, music business and performance. The average number of BM Comprehensive degrees awarded between 2012 and 2017 is 8.8 students. This degree better prepares our students for continued study at the graduate level. The

differentiation in these degrees costs the department little in terms of load and benefits the students greatly in terms of professional preparation.

Current Status

Based on current enrollment we anticipate five graduates in the Music Comprehensive: Music Business over the next two years. We have one student currently admitted to the program for the fall 2019 term. Over the next three years we will increase enrollment in the Music Comprehensive: Music Business program by seven students. This will be accomplished recruiting new freshman and transfer students to UNK, as well as reaching out to students who are currently enrolled but haven't yet declared a degree program.

	Fall 2019	Fall 2020	Fall 2021
New Students	1	2	4
Deciding Students	1	2	3
Total	2	4	7

We will also increase our enrollment in the Musical Theatre Comprehensive program by seven students over the next three years. There are seven students admitted into the program for the fall 2019 term. We will accomplish through the recruitment of both new students as well as those enrolled but undecided in their program of study.

	Fall 2019	Fall 2020	Fall 2021
New Students	4	5	6
Deciding Students	0	1	1
Total	4	6	7

Bachelor of Arts – Theatre

Majors	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
	20	26	31	28	26
Degrees Conferred	2013-14	2014-15	2015-16	2016-17	2017-18
	1	4	1	9	6

The UNK Theatre Program is an autonomous academic program housed within the Department of Music, Theatre, and Dance. The Theatre Program serves several groups of students within the University, but primarily liberal arts theatre majors and minors. Broadening its reach across

campus, the Theatre Program also offers classes required for the Musical Theatre and Language Arts degree programs, in addition to courses available to all UNK students in support of the General Studies curriculum in the Portal, Distribution (Aesthetics), and Capstone categories. Student enrollment in the Theatre general studies offerings is always high, indicating an interest in Theatre on this campus that reaches far beyond the program's majors and minors. Within and outside of classes, the Theatre Program provides an opportunity for students to develop an appreciation for and greater knowledge of expressive modes of performance art through active participation in productions and as audience members.

The Theatre Program at UNK provides combined professional and humanistic liberal arts orientation to students. To that end, the professional Theatre curriculum is designed to produce informed, grounded, and capable performers and practitioners of the theatre arts who are well prepared for applied professional life or further academic study. The goal of the humanistic liberal arts orientation is to contribute to the development of the students' imagination and humanistic sensibilities necessary and central to their liberal arts education. Participation in theatre offers students an enrichment of their lives through the development of an appreciation and respect for theatre as an art form, and the opportunity to enhance their personal and professional development through performance as a life skill.

In short, the UNK Theatre Program serves not only its majors and minors, but all UNK students, as well as the faculty, the community, and the region, by providing cultural enrichment and stimulation through a diverse offering of performances, workshops, adjudications, and festivals. Through its programs, Theatre serves as an ambassador of the University to the larger cultural community in a way that none, but the live performing arts can do.

Current Status

Though the Theatre Program's graduation numbers have been down during the current five-year snapshot, its recent numbers are up dramatically. In 2016-2017, the Theatre Program boasted nine graduates, and in 2017-2018 six students graduated with the BA in Theatre, increasing the average to 7.5 students per year during that two-year window. The number of enrollments average 26.2 over the past five years, with a high of 31 students in the fall of 2016. Based on current enrollment we anticipate 20 graduates over the next three years. We have 12 students admitted to the program for the fall 2019 term. We will continue to recruit new students to the program as well as currently enrolled students who have not declared a degree program. The faculty in the Theatre program realize the importance of recruiting to maintain this average, and they are working diligently in that regard to growing a strong program.

Beyond its standard curricular offerings, the program (faculty, staff, and students) produces five full-length productions each academic year including three plays, one musical, and one dance concert, in addition to up to 16 student-directed pieces. A portion of the Program's faculty teaching load is inevitably devoted to lighting, scenic, and costume design, stage and technical direction, and management of the costume shop and scene shop. However, through faculty contact in these areas outside of the classroom, students within the program and from across campus benefit from the professional experiences and mentorship shared by the Program's faculty and staff. The number of students truly reached by the Program is never accurately captured by faculty load

statistics because work on the productions (in the shops, in rehearsals, etc.) is not recorded as a class. Hundreds of hours are spent with hundreds of students each year to successfully produce each season.

The University's Theatre Program continues to provide an important artistic venue for attendance by students, faculty, and members of the Kearney community and the region. The campus productions are especially welcome in a relatively small town, with few opportunities for professional theatre experiences. University Theatre productions are well-attended and often a highlight of the arts events season in Kearney. As an example, the Fall 2018 production of *Orphan Train* brought together university students and faculty, community members (both adults and youth), and notable guest artists, to create a theatrical event that was incredibly well-received by audiences throughout the region. In conjunction with the *Orphan Train* performances, the department hosted a three-day colloquium, which brought scholars from across the country to campus for a variety of presentations and panels. A large number of university students were involved directly with the production of *Orphan Train*, with duties ranging from design, construction (sets and costumes), and stage management to performance, stage crew, and front-of-house (ticketing and house management). In addition to having the opportunity to work with the Theatre, Music, and Dance faculty and staff – all of whom brought their professional backgrounds to the production (Stage Director, Musical Director, Choreographer, Lighting Designer, Scenic Designer, Costume Designer/Shop Manager, Technical Director, House Manager, and Sound Production Coordinator) – students also had the opportunity to work with professional Broadway and film guest artists, including the show's composer, librettist, and original director.

The Theatre program naturally offers required coursework for Theatre degree students, but it also continues to hold a vital place in the University General Studies program with courses offered in the Portal, Distribution (Aesthetics), and Capstone categories. This broad reach engages a large number of students from all degree programs in the production process – on the stage, behind the scenes, and as audience members. Since the Theatre Program does not require students to be a Theatre major or minor to be involved in its productions, the vast number of students touched by its artistic endeavors is not fully reflected in the number of majors and minors alone.

The Music BM Comprehensive Degree in Musical Theatre's retention of national accreditation with NASM requires several theatre courses as part of its curriculum, as well as the opportunity for student performance in the full mainstage productions provided by the Theatre season. UNK offers the only BM musical theatre degree program in the state, and the success of the program is dependent on the Theatre Program's academic and production support.

Historically, the Theatre program's graduates have been awarded substantial scholarships to graduate schools and have successfully secured professional positions in a variety of reputable venues throughout the U.S. The Theatre program challenges its students to secure summer employment in the field throughout their tenure at UNK so they are well-prepared for graduate studies or careers in Theatre upon graduation. UNK Theatre students have an excellent reputation with many regional theatres including Theatre West, Brownville Village Theatre, Berkshire Theatre Festival, Black Hills Playhouse, and the Santa Fe Opera, to name a few. UNK Theatre alumni are currently holding positions as professors, designers, instructors, stage managers,

technical directors, administrators, and performers for theatres and universities/colleges across the country.

Retention and Recruitment

The past five years the department has significantly increased financial support for recruitment and retention of fine music and theatre students. The Recruiting and Retention Committee has been working with marketing staff on campus to streamline web and published content to attract more students to our yearly scholarship auditions. Though we have not seen a large increase in majors, we have noticed a significant increase in talent at the freshman and transfer levels. Five years later, more faculty are buying into the necessity to recruit students from Nebraska and nearby states and numbers should increase.

The department coordinates a wide variety of activities in the community and on campus which serve to recruit and retain top-notch students. We are fortunate to have the support of an anonymous donor in Kearney who made a five-year, \$75,000 gift to the department to assist us in hosting guest artists. **(Appendix A)** This generous gift has been instrumental in offsetting the cost of bringing guests to campus to further the education of our current students, while at the same time helping to attract new students to become majors, minors, and participants in our programs. The guest artists hosted are in addition to the types of concerts, tours, performances, and events the department offers annually to assist with recruiting and retaining students and maintaining its cultural significance in the University, Kearney, and broader regional communities. **(Appendix B)**

The departmental faculty in all areas also visit local high schools, perform tours, and attend conferences/festivals to help draw new students to campus. Attracting students interested in ensemble participation (Music and Theatre) assists UNK's overall recruitment efforts, while the sense of affiliation that ensemble participation creates assists with retention and student well-being.

Appendix A

Guest Artist	Purpose	Website
2014-15		
Charles Badami	Guest Recital (COTP)	https://www.nwmissouri.edu/csis/directory/badami.htm
David Childs	Choral Symposium & Concert	https://davidchilds.com/main/biography/
Joan Spinks Melton	Masterclass- Musical Theatre	https://joanmelton.com/integrating-singing-and-theatre-voice-techniques
Kendall Prinz	Guest Recital (COTP)	https://composition.music.unt.edu/prinz-kendall
Andrew Skaggs	Trombone Workshop	http://www.navyband.navy.mil/skaggs_andrew.html
Rene Clausen	Choral Symposium & Concert	http://www.reneclausen.com/bioninfo/biography.html
Nancy Forst Williamson	Flute & Clarinet Day (Spring 2015) / Alexander Technique Workshop (F 2016)	http://www.centerforwell-being.com/nancy/
2015-16		
Benjamin Pierce	Solo Recital & Low Brass Masterclass	https://fulbright.uark.edu/departments/music/faculty-and-staff/index/uid/bjp02/name/Benjamin- Pierce/
Colin McAllister	Guest Recital (COTP)	http://colinmcallister.com/
Eph Ehly	Choral Workshop	https://www.dcinyn.org/about/dcinyn-advisory-board/dr-eph-ehly-bio/
John Pennington	Guest Recital (COTP)	https://www.ocp.org/en-us/artists/2992/john-pennington
Karl Larson	New Music Series	https://karllarsonpiano.com/
Susanne Skyrn	Guest Recital (COTP)	
Ascendo3 (John Cameron Hoffman, Anna Wytoko, Josepy Wytoko II)	Guest Recital (COTP) & Masterclass	https://www.ascendo3.com/
Brandon Boyd	Choral Symposium & Concert	https://music.missouri.edu/people/brandon-boyd
Chester Cortez Thompson	Nebraska Day of Percussion	http://www.chesterthompson.com/
Chris Vadala	UNK Jazz/Rock Ensemble Guest Artist	http://www.chrisvadala.com/
Elizabeth Dunning	KSO Guest Artist	https://unknews.unk.edu/2016/04/13/symphony-orchestra-performance-features-horn-player-elizabeth-dunning/
Holly Roadfeldt	New Music Series	http://www.hollyroadfeldt.com/
James Margetts	Guest Recital (COTP)	https://www.csc.edu/directory/employees/profile/index.csc?jmargetts
Jonathan Sharp	Nebraska Day of Percussion	https://www.jonathanrsharp.com/
Michael Murphy	UNK Jazz/Rock Ensemble Guest Artist	
Nicole Riner	New Music Festival	http://www.verismotrio.com/
Robert Sheldon	Masterclass	http://robertsheldonmusic.com/
Steve Gomez	Nebraska Day of Percussion	https://www.omahamusic.com/musicians/band-act-detail/mike-pollock-quartet

Theresa Bogard	New Music Festival	http://www.uwyo.edu/profiles/faculty-staff/theresa-bogard.html
Jeremy Dittus	New Music Festival	https://www.dalcrozeschooloftherockies.com/dr-jeremy-dittus/
2016-17		
Copper Street Brass Quintet	Concert & Masterclass	http://copperstreetbrass.org/
Jeff Solon	Guest Recital (COTP)	http://www.jeffsolon.com/
Jonathan Sokasits	Guest Recital (COTP)	https://www.hastings.edu/bio/dr-jonathan-sokasits/
Peter Meechan	UNK Wind Ensemble Guest Composer	http://meechanmusic.com/
Anne Jennifer Nash	Guest Concert: "Sister Show Me Eternity"	https://sylviastoner.com/productions.php
Blake McGee	Flute & Clarinet Day Clinician	http://www.uwyo.edu/music/faculty_staff/mcgee_blake.html
Chamber Cartel (Caleb Herron, Amy O'Dell, Matthieu Clave)	New Music Series	http://www.chambercartel.com/
Duo Zephyr (Jean Michele Goury & Sophie Davardep Goury)	Guest concert & Masterclass	http://webtv.saxopen.com/event/duo-zephyr/
Genevieve Randall	Masterclass & "Women in Music" Presentation	https://news.unl.edu/newsrooms/unltoday/article/randall-named-director-of-net-radio/
Kostis Hassiotis	Masterclass	http://uom-gr.academia.edu/KHassiotis
Paul Van Regenmorter Goe	New Music Festival & Masterclass	http://www.paulavangoes.com/
Ruth Meints	Violin/Viola Workshop Clinician	http://meintsmusiceducation.com/about/
Sylvia Stoner-Hawkins	Guest Concert: "Sister Show Me Eternity"	https://sylviastoner.com/productions.php
Jessica Johnson	Spring Piano Workshop Clinician	https://www.music.wisc.edu/faculty/jessica-johnson/
Mivos (Olivia DePrato, Lauren Cauley, Victor Lowrie Tofoya, Mariel Roberts)	New Music Series & Festival	https://www.mivosquartet.com/
2017-18		
Catherine Lawrence-Schwartzman	Vocal Workshop- Wesley Balk Method	https://www.cathylawrenceteacheswesleybalk.com/
Chad Houk	UNK Wind Ensemble Guest Artist	https://www.doane.edu/chad-houk
Daniel Barry	UNK Jazz/Rock Ensemble Guest Artist	https://www.barrymusic.com/
John Sampen	Solo Recital & Woodwind masterclass	https://www.bgsu.edu/musical-arts/faculty-and-staff/john-sampen.html
Mack Wilberg	Choral Symposium & Concert	https://www.thetabernaclechoir.org/about/choir/bios/mack-wilberg.html

Christopher Bowlby	Guest Recital & Masterclass	https://www.chopinacademy.com/faculty/christopher-bowlby/
Amelia Kaplan	New Music Festival	https://www.bsue.edu/academics/collegesanddepartments/music/about-us/faculty-and-staff/theory-and-composition/kaplanamelia
Ashlee Mack	New Music Series	https://www.knox.edu/academics/majors-and-minors/music/faculty/mack-ashlee
Atlantic Duo (Bryan Stanley & Kristin Jonina Taylor)	Piano Extravaganza Guest Artists	http://www.bryandstanley.com/
Christine Rutledge	Baroque Viola/Violin Workshop & Performance	https://music.uiowa.edu/people/christine-rutledge
Daniel Silver	Flute & Clarinet Day	https://www.colorado.edu/music/daniel-silver
Evan Moore	Guest Concert: "Sister Show Me Eternity"	https://sylviastoner.com/productions.php
Grazzia Sagastume	Violin/Viola Workshop Clinician	http://www.omahacm.org/artist-faculty/grazzia-sagastume
James Romig	New Music Series	http://www.wiu.edu/cofac/music/faculty_staff_info/James_Romig.php
James Ilgenfritz	New Music Series	www.newmusicusa.org/profile/jamesilgenfritz/
Jeff Nelsen	Guest Recital (COTP) & "Fearless Performance" Masterclass	https://jeffnelson.com/
Jeffrey Schoyen	Violin/Viola Workshop Clinician	https://www.salisbury.edu/administration/salisbury-symphony-orchestra/musical-leadership.aspx
John Fedchock	UNK Jazz/Rock Ensemble Guest Artist	http://www.johnfedchock.com/
Nicole Riner	Flute & Clarinet Day	http://www.nicoleriner.info/
Sachiho Murasugi-Schoyen	Violin/Viola Workshop Clinician	https://www.salisbury.edu/administration/salisbury-symphony-orchestra/musical-leadership.aspx
Sam Thompson	New Music Festival	
TRIOmaha (Alyssa Griggs, Heather Baxter, and Christi Zuniga)	Interactive Program & Masterclass	http://alyssagriggs.com/triomaha/
Yoo-Jung Chang	New Music Festival & Masterclass	https://dmsymphony.org/musician/yoo-jung-chang/
2018-19		
Chris Hernacki	Low Brass Day Guest Artist	http://lakesareamusic.org/people/christopher-hernacki/
Con O'Shea-Creal	Dance Masterclass/Guest Artist	http://conosheacreal.com/
Doug Kastaros	Orphan Train Musical & work with Jazz/Rock Ensemble	https://unknews.unk.edu/2018/09/06/unk-conference-highlights-orphan-train-movement/
Eric Barnum	Choral Symposium & Concert	http://www.ericwilliambarnum.com/biography/
Eric Olsen	Violin/Viola Workshop Clinician	https://www.collaborativepianoinstitute.org/faculty/vocal-instrumental-collaborators/eric-olson-violin/

John Pennington	Guest Recital (COTP)	https://www.ocp.org/en-us/artists/2992/john-pennington
Matthew Murchison	Low Brass Day Guest Artist	https://www.murchmusic.net/bio/
Ricardo Lorenz	Low Brass Day Guest Artist	http://ricardolorenz.com/
Ronnie Ingle	UNK Jazz/Rock Ensemble Guest Artist	https://www.ronnieingle.com/
Brooks De Wetter-Smith	Flute & Clarinet Day	https://music.unc.edu/event/brooks-de-wetter-smiths-retirement-concert/
Daniel Silver	Flute & Clarinet Day	https://www.colorado.edu/music/daniel-silver
Hans Sturm	KSO Guest Artist	https://arts.unl.edu/music/faculty/hans-sturm
Jeremy Kahn	KSO Guest Artist	https://kahnman.com/
Yarn/Wire (Ian Antonio, Laura Barger, Ning Yu, Russell Greenberg)	New Music Series	http://yarnwire.org/

Appendix B

Department of Music, Theatre, and Dance 2018-19 Calendar of Events

AUGUST

8-17	All Day	UNK Marching Band Camp
10-17	All Day	Nebraskats Camp
17	5:00pm	Blue & Gold Showcase
17	7:00pm	Marching Band Exhibition
18	10am-5pm	<i>Orphan Train</i> Community Auditions
20	All Day	FIRST DAY OF CLASSES
20	5:30-6:15pm	ALL Music Student Meeting
20	6:15-7:30pm	UNK Ensemble Fair- <i>Sign-up for Ensemble Audition times</i>
21	5:00-8:00	Kearney Symphony Orchestra Auditions
23	6:00pm	Theatre Auditions – <i>Orphan Train: The Musical</i> (Miriam Drake)
23	6:00-7:00pm	String Project Informational Meeting (FAB 263)
24	6:00pm	Theatre Auditions – <i>Orphan Train: The Musical</i> (Miriam Drake)
27	3:30 pm	Theatre Auditions – <i>Eurydice</i> (Studio Theatre)
27	7:30 pm	Concert on the Platte: <i>Franziska Brech, flute; Noah Rogoff, cello; James Margetts, piano</i>
28	6:00-6:45pm	KSO Meet & Greet
28	6:30 pm	Theatre Auditions – <i>Eurydice</i> (Studio Theatre)
29	3:30-5:30pm	Dance Auditions
30	7:00pm	UNK Home Football/ Marching Band Half-time Performance

SEPTEMBER

3	All Day	LABOR DAY
15	2:00pm	UNK Home Football/ Marching Band Half-time Performance
18	8am-3:15pm	Women's Vocal Leadership Workshop
22	10:00am	UNK Band Day Parade
26	5:15 pm	Wednesday Student Recital: <i>NMEA Collegiate Recital Auditions</i>
29	7:30 pm	Wind Ensemble Concert with Nebraska Brass Band

OCTOBER

26	7:30 pm	Faculty Recital- <i>Robert Benton, Euphonium</i>
27	All Day	Low Brass Day
27	3:00pm	Loper Low Brass Concert
31	7:30 pm	KAPE Concert

NOVEMBER

1	7:30 pm	UNK Jazz/Rock Ensemble Concert: <i>featuring Ronnie Ingle, trumpet</i>
2	7:30 pm	New Music Ensemble Concert
3	1:00-5:00pm	Violin/Viola Workshop: <i>Guest Clinician, Dr. Eric Olson</i>
3	11:00am	UNK Home Football/ Marching Band Half-time Performance
5	7:30 pm	Concert on the Platte: <i>Frahm-Lewis Trio</i>
7	8:30-2:00pm	Young Men's Vocal Workshop
10	3:00pm	Junior Recital- Cal Switzer, <i>trombone</i>
10	7:30pm	Senior Recital- Aaron Borer, <i>clarinet</i>

12	7:30 pm	Chamber Orchestra Concert
14-17	7:30 pm	<i>Eurydice</i> (Miriam Drake)
15	7:30pm	Senior Recital- Thomas Prentice, <i>piano</i>
17	2:00pm	Senior Recital- Kourtney Larsen, <i>cello</i>
17	5:00pm	Senior Recital- Tierney Casper, <i>soprano</i>
18	2:00pm	<i>Eurydice</i> High School Matinee (Miriam Drake)
26	7:30 pm	Concert on the Platte: John Pennington, <i>percussion</i>
30	7:30 pm	Student Dance Workshop (Miriam Drake)

DECEMBER

1	7:30 pm	Wind Ensemble Concert
2	3:00pm	Choir Concert
2	7:30pm	Violin/Viola Studio Recital
4	7:30 pm	Kearney Symphony Orchestra Concert
5	7:00pm	Student-Directed One-Acts (Studio Theatre)
7	7:30 pm	String Project Concert
8	8:00-2:00pm	Merry Tuba Christmas
8	2:00pm	Nebraskats Auditions
8	5:00pm	Nebraskats Concert
8	5:00pm	Salon Miniature Chamber Concert (Frank Museum)
9	7:00pm	Platte River Children's Chorale & Platte River Singers Concert at <i>Kearney High School Concert Hall</i>
10	7:30 pm	Piano Trio Recital: <i>Jayoung Hong, Deborah Kang, Yoo-Jung Chang</i>
13	7:00pm	Collegium Choir Concert at <i>MONA</i>
14	10:00am	UNK FALL 2018 COMMENCEMENT
16	2:00pm	Barbershop Chorus Concert

JANUARY

4-6	All Day	Nebraskats Camp
8-9	6:30-9:30pm	Theatre Auditions – <i>The Ghost Sonata</i> (Miriam Drake)
11-13	All Day	Nebraskats Camp
17	TBA	Festival Orchestra
25	1:00-5:00pm	Music Scholarship Auditions
28	All Day	UNK Honor Band & Choral Clinic
30	7:30 pm	Wind Ensemble Concert
31	All Day	Wind Ensemble Tour

FEBRUARY

1-3	All Day	Wind Ensemble Tour
4	3:30-6:30pm	Theatre Auditions – <i>Lysistrata</i> (Studio Theatre)
4	7:30 pm	COTP- C.J. Kocher Jazz Duo
8	1:00-5:00pm	Music Scholarship Auditions
9	9:00-5:00pm	Music Scholarship Auditions
11	7:30 pm	COTP – Nathan Buckner, <i>Piano</i>
14	7:30 pm	Jazz/Rock Concert
20	7:30 pm	KAPE Concert
20-23	7:30 pm	<i>The Ghost Sonata</i> (Miriam Drake)
21	7:30 pm	Symphonic Band Concert
22	All Day	Choraleers Tour
23	9:00-5:00pm	Music Scholarship Auditions
24	2:00pm	<i>The Ghost Sonata</i> (Miriam Drake)
24	3:00pm	Choir Concert
26	7:30pm	KSO Concert

MARCH

4	1:00-5:30pm	Music Scholarship Auditions
8	7:30 pm	New Music Festival Concert
9	All Day	New Music Festival
14	7:00pm	Thornton String Quartet Recital (at MONA)
15-22	All Day	Pride of the Plains Marching Band trip to Dublin, Ireland
18-22	All Day	No Classes- Spring Break
23	All Day	NSBA Class D All-State Band
24	All Day	American Art Song Festival
25	All Day	American Art Song Festival
25	7:30pm	COTP- Sharon Campbell & Co.
28	7:30 pm	Composition Recital – Connor Merchant Smith
29	7:30 pm	New Music Concert Series
30	4:00pm	Senior Recital – Blaine Fisher, <i>Trumpet</i>
30	All Day	Flute/Clarinet Day

APRIL

1	7:30 pm	COTP – Brooks de Wetter-Smith, <i>Flute</i>
5	TBA	Opera Workshop Matinee
6	All Day	Piano Workshop
6	7:30 pm	Opera Workshop Performance
7	3:00pm	Opera Workshop Performance
7	TBA	Brass Chamber Concert
8	7:30pm	COTP
10-13	7:30pm	<i>Lysistrata</i> (Miriam Drake)
11	7:30 pm	Symphonic Band & Wind Ensemble Concert
12	7:30 pm	New Music Ensemble Concert
13	3:00pm	Student Recital – Erin Van Hal, Aaron Borer
13	7:30 pm	Guest Artist Recital – Dan Lippel
14	2:00pm	<i>Lysistrata</i> (Miriam Drake)
14	3:00pm	Violin/Viola Studio Recital
15	7:30 pm	Piano Extravaganza – Kyung Kim, Jayoung Hong, Beth Mattingly
17	7:00pm	Student Directed One-Acts (Studio Theatre)
18	7:30 pm	Jazz/Rock Concert
19	TBA	String Studio Recitals
23	7:30pm	KSO Concert
25-26	7:30 pm	<i>placespaces</i> – Spring Dance Concert (Miriam Drake Theatre)
26	7:30 pm	String Project Concert
27	2:00pm	<i>placespaces</i> – Spring Dance Concert (Miriam Drake Theatre)
27	3:00pm	Nebraskats Concert
27	9am-12pm	Nebraskats Auditions
28	3:00pm	Choir Concert

MAY

3	10:00am	Spring Commencement
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TO: The Board of Regents Addendum VIII-A-7

Academic Affairs

MEETING DATE: June 28, 2019

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

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

PREVIOUS ACTION: March 7, 2008 – The Board approved the creation of a Master of Arts degree with a major in Art History at UNL.

EXPLANATION: UNL offers the only graduate-level Art History degree in Nebraska and this part of the Plains. Nearby states (North Dakota, South Dakota, and Wyoming) do not offer graduate study in Art History. As a general degree, it prepares students for employment at museums, teaching at the community college level, and admission into PhD programs. The School of Art, Art History and Design is an accredited member of the National Association of Schools of Art and Design (NASAD); NASAD membership requires each program to include Art History as part of the curriculum requirements for that degree program.

UNL has performed an in-depth review of the Master of Arts (MA) degree in Art History. While the MA program has enjoyed success and is highly efficient, the overall number of opportunities for employment or placement in doctoral programs is limited. Given these circumstances, but with the realization that the Art History faculty widely contribute to general education and related degrees, it is requested that the CCPE apply an interdisciplinary threshold of three degrees-awarded (average over five years) to UNL's MA in Art History program.

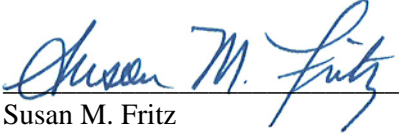
In order to attract additional students and meet the proposed CCPE threshold, the department is formulating a more robust recruitment strategy and adding new disciplinary expertise.

It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED:



Susan M. Fritz
Executive Vice President and Provost

DATE:

May 17, 2019

Memorandum

To: David Jackson, Vice Provost

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

Date: April 25, 2019

Re: UNL Art History MA CCPE In-depth Review Report Requirement

The University of Nebraska-Lincoln Hixson-Lied College of Fine and Performing Arts submitted the enclosed CCPE-required, in-depth report regarding the Master of Arts in Art History. The report outlines the plan to increase the number of graduates and respectfully requests that the CCPE interdisciplinary threshold for degrees awarded of three be applied in this case. The program outlines two focus areas for increasing degrees awarded to an average of 3 a year by a) hiring an art historian in contemporary art to attract new enrollments; and b) designing a more robust promotion and recruiting program.

This plan was developed by the School of Art, Art History and Design faculty with leadership from the College Dean's Office. This plan is supported by the Dean of Graduate Education and has my approval and endorsement of support.

CC: Ronnie Green, Chancellor
Chuck O'Connor, Dean, Hixson-Lied College of Fine and Performing Arts
Tim Carr, Associate Vice Chancellor and Dean of Graduate Education
Renee Batman, Assistant Vice Chancellor

2018-2019 CCPE Indepth Review Art History Master's Program University of Nebraska-Lincoln

The School of Art, Art History & Design offers the following information to fulfill the CCPE in-depth review requirements and respectfully requests a modified CCPE threshold for an average of three degrees awarded over a five year period. This threshold is reasonable based on the history and contributions of the program, marketplace for graduates, and current resources.

Background

The master's degree in art history at UNL's School of Art, Art History & Design was approved in 2008 and the first students were admitted in 2009. The program is just ten years old.

The MA Art History program meets a unique need in the region and state.

UNL offers the only graduate-level art history degree in the state of Nebraska and this part of the Plains. Nearby states (North Dakota, South Dakota, and Wyoming) do not offer graduate study in art history. As a general degree it prepares students for PhD programs, museums, and teaching at the community college level.

UNL's Art History MA is a well-respected national program.

We recruit students from Nebraska schools and from across the nation. Students that have matriculated into the program, apart from Nebraska, came from California, Virginia, Maine, North Carolina, Georgia, Kansas, Texas, Iowa, Florida and Utah.

After graduation our students contribute to Nebraska's educated work force.

In addition to teaching art history courses as adjunct instructors at UNL, our graduates have taught at Nebraska Wesleyan, Doane College, Union College, UNO, Southeast Community College and Lincoln Public Schools, including starting the first AP Art History course in the LPS district. Other graduates manage UNL's Learning Commons and UNO's visual resource collection.

The MA program is central and critical to the role and mission of UNL.

- Art history is one of the disciplines specifically named in the 1869 Charter of the University, because art history is part of a comprehensive, public land-grant university.
- One of UNL's Core Values is "Diversity of ideas and people," and Art History as a discipline enlightens students with a rich array of diverse cultures, covering at present Egyptian, Middle Eastern, Islamic, Chinese, Japanese, Mediterranean, European and American art from all time periods. The successful MA graduate is expected to have knowledge across a wide spectrum of global art history from Ancient to Contemporary.

The MA provides unique access to an underserved population.

The art history program attracts diverse students. Of the 23 MA students taught by the art history faculty: approximately 90% of art history graduate students are women; 10% Native American, 10% African-American, and 25% were first in their family to attend graduate school. The MA in Art History is contributing to the University's diversity goals.

The MA in Art History is efficient and supports general education and the BA/BFA/MFA in art.

- The School of Art, Art History & Design is an accredited member of the National Association of Schools of Art and Design (NASAD).
- Membership in NASAD requires each program to include art history as part of the curriculum requirements for that degree program. For the graduate program in studio art (MFA), students must take several courses in graduate-level art history.
- The program is efficient by supporting the BA/BFA/MFA in Art, as well as the BA/BFA in Art History, and other graduate programs.
- Graduate teaching assistants in art history routinely assist in the delivery of the introductory art survey courses, particularly in offering discussion sections and review sessions, either in-person lecture courses or online.
- Art History (BA and MA) is a very efficient program, with a low number of faculty offering courses to a high number of students, including ones that satisfy general education requirements.

The opportunities for graduates is limited and a small program is prudent.

- The faculty believe that a low student/faculty ratio allows for intensive mentoring that has contributed to the successful pathways our students have undertaken and is responsible based on the number of those opportunities.
- Approximately 75% of our graduates have either gone on to pursue a Ph.D. program in art history or a related field, or accepted employment in arts-related fields. MA alumni have been accepted into prestigious PhD programs at Cornell University, Columbia University, New York University (Institute of Fine Arts), the University of Bournemouth (UK), the University of Wisconsin-Madison, University of Oklahoma, and the University of Kansas.
- MA alumni have been or are employed in art galleries in New York and Omaha; one recent alumna has recently been hired at a museum consortium in New England. Another alumna has accepted a position as a museum educator at Emory University.
- Other alumni who have chosen to remain in the Lincoln-Omaha area teach art history or related subjects as referenced above.
- While our program has enjoyed success, the overall number of opportunities for employment and placement in doctoral programs is limited.

Action Plan

- The School of Art, Art History and Design received authorization to hire a new art historian specializing in contemporary and modern art. This new hire, who is filling a retired position, will bring new energy to the entire art history program and will help in attracting new applicants and students to the MA program interested in modern art.
- The art history faculty are designing a more robust promotion and recruiting program, in partnership with the Office of Graduate Studies. For example, the program will be advertised in the College Art Association annual listing of art history graduate programs.

In summary, the Art History faculty is more focused on the needs to achieve CCPE thresholds and is confident they can meet an average of 3 graduates per year consistently.

TO: The Board of Regents Addendum VIII-A-8
Academic Affairs

MEETING DATE: June 28, 2019

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

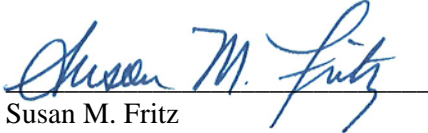
RECOMMENDED ACTION: Approval is requested to continue the Doctor of Philosophy degree in Modern Languages at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: January 6, 1973 – The Board approved the termination of graduate programs leading to the Master of Arts and Doctor of Philosophy degrees in Romance Languages and Literatures and Germanic and Slavic Languages, and approved a single graduate program in Modern Languages and Literatures leading to these degrees.

EXPLANATION: UNL has performed the in-depth review of the PhD in Modern Languages; attached is an action plan to increase enrollment by increasing marketing and recruitment efforts. It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

Memorandum

To: David Jackson, Vice Provost

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

Date: January 18, 2019

Re: UNL Modern Languages PhD CCPE In-depth Review Report Requirement

The University of Nebraska-Lincoln College of Arts and Sciences' Interim Dean Beth Thiess-Morse has submitted the enclosed CCPE-required, in-depth report regarding the Ph.D. in modern languages. The report outlines the enrollment projects and expanded recruitment efforts to maintain (or exceed) the minimum CCPE threshold for degrees awarded. I am very supportive of the department's exploration of a degree name change. The Office of Graduate Studies will work closely with the college, department and graduate chair to support and facilitate the program goals and efforts. I am optimistic that the program will be able to meet established CCPE thresholds for graduates for the next review period. This plan has my approval and my support.

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

CCPE review of MODL Ph.D. program

The Department of Modern Languages Ph.D. program was identified as below the CCPE required graduation rate for the five year period AY12-13 to AY16-17 averaging two graduates for the period. In the Academic Year 17-18 four Ph.D. were awarded by Modern Languages which allowed them to maintain the five year average. For AY17-18 there will be one Ph.D. granted this December and the graduate chair estimates that there will be three more in the Spring Semester. This brings the average up to 2.6 from 2.4 for the current five year period. By maintaining a production of three Ph.D. degrees each of the following two years, the 5 year average will be over three. Currently, there are 19 Ph.D. students in the department so an average tenure of six years for a degree would maintain the rate of three graduates each year production. To insure the continued productivity, the department is taking steps to improve recruitment. The department is promoting the programs through improving the visibility of the website, use of flyers and other means to increase contact with other colleges and universities.

The department is also considering a degree name change to MA/Ph.D. in Languages and Cultural Studies (with a focus in: French/German/Spanish). Changing the name of the MA/PhD to focus on cultural studies would highlight what makes the department offerings distinctive, enhancing recruitment efforts. This change would give students the chance to broaden their horizons and their training, and become experts in the field of cultural studies. Moreover, these courses have the potential to create intersections with other units; more students will be able to take MODL courses at graduate level. With the increased recruitment efforts and the name change the department should be able to maintain an average of three graduates for the review period AY17-18 through AY21-22.

TO: The Board of Regents Addendum VIII-A-9

Academic Affairs

MEETING DATE: June 28, 2019

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

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

PREVIOUS ACTION: The PhD in Music at UNL was established prior to modern records of Board approvals.

EXPLANATION: UNL has performed an in-depth review of the PhD in Music degree. Attached is an action plan to achieve an average of two degrees awarded per year by increasing graduate teaching assistants offered; improving the attractiveness of the work/study environment; adding teaching load credit for dissertation work; and increasing international recruiting. The National Association of Schools of Music reported that, for its members, the average number of music education doctoral graduates per year over the last four years was 1.4. In light of these figures, a graduation rate of two students per year not only appears realistic, it exceeds national norms.

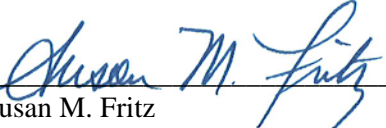
While below the three-degree NCCPE threshold for PhD programs, doctoral study in music education is accomplished at UNL with a faculty that, in addition to working with doctoral students, is responsible for delivering the Bachelor of Music Education curriculum. The PhD in Music also is supported by faculty who contribute to the Music Doctor of Musical Arts and graduate programs in education. The program draws from two or more departments. In this way, the PhD in Music with an emphasis in music education is interdisciplinary. The PhD in Music curriculum takes advantage of the curricular resources of two other existing UNL doctoral programs, which strengthens the feasibility and the breadth of the PhD in Music offering at UNL.

It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED:


Susan M. Fritz
Executive Vice President and Provost

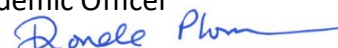
DATE:

May 17, 2019

Memorandum

To: David Jackson, Vice Provost

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



Date: April 19, 2019

Re: UNL Music PhD CCPE In-depth Review Report Requirement

The University of Nebraska-Lincoln Hixson-Lied College of Fine and Performing Arts submitted the enclosed CCPE-required, in-depth report regarding the Doctor of Philosophy in Music. The report outlines the plan to increase the number of graduates and respectfully requests that the CCPE interdisciplinary threshold for degrees awarded of two be applied in this case. The program outlines four focus areas for increasing degrees awarded to an average of 2 a year by a) increasing GTAs offered; b) improving the attractiveness of the work/study environment; c) adding teaching load credit for dissertation work to faculty; and d) increasing international recruiting.

This plan was developed by the Glenn Korff School of Music faculty with leadership from the College Dean's Office. This plan is supported by the Dean of Graduate Education and has my approval and endorsement of support.

CC: Ronnie Green, Chancellor
Chuck O'Connor, Dean, Hixson-Lied College of Fine and Performing Arts
Tim Carr, Associate Vice Chancellor and Dean of Graduate Education
Renee Batman, Assistant Vice Chancellor

2018-19 CCPE In-depth Review PhD Program in Music, University of Nebraska-Lincoln

The Glenn Korff School of Music (GKSOM) at UNL requests continuance of the PhD in Music with the expectation that the program meet a threshold of an average of two degrees awarded per year over a five-year period. This threshold is reasonable for the program, is prudent given the discipline, and aligns with the threshold established for CCPE-defined interdisciplinary programs.

Rationale

History and Significance of the PhD in Music (Music Education Emphasis)

The first Doctor of Philosophy degree with an emphasis in music at the University of Nebraska-Lincoln was granted in 1915, when Rose Yont submitted her doctoral document, *Status and Value of Music in Education*, to the Departments of Education and Philosophy of the Graduate School in the State University of Nebraska. Currently, UNL is the only institution in Nebraska that offers the PhD in Music. For most of the twentieth century, PhD work in Music was offered through UNL's education college (Teachers College; more recently, College of Education and Human Sciences [CEHS]); and virtually all of the music PhD programs/documents focused on music education. In 1993, faculty and resources that supported PhD work in music education were moved from Teachers College to the newly formed College of Fine and Performing Arts (CFPA). In 2010, the CCPE granted CFPA approval to offer the PhD in Music, with an estimated 2-3 new students each year.

The current PhD in Music with an emphasis in Music Education is active and viable. Since 1988, UNL has graduated 37 doctoral students with an emphasis in music education, and all but two of these individuals are music educators who are currently teaching or have taught in college/university music education positions; leading or have led music programs as administrators in college/university leadership positions; or serving or have served as teachers/supervisors in PreK-12 school music leadership positions (see Appendix 2). They report that their University doctoral education has prepared them well.

The curriculum for this program is delivered by teacher educators who are active contributors to the GKSOM research/creative activity mission and who hold or have held leadership positions in professional national and international music organizations. Doctoral seminars focus around current topics such as music and learning cognition; philosophy and policy; individual differences; assessment; and

technology. The program is also delivered by faculty in CEHS, focused on educational statistics, research methods and research design in educational settings.

There are currently eight students enrolled in the music education emphasis (see Appendix 2). All but one is actively pursuing the degree, and three of these eight students are positioned to graduate in 2019.

All of these factors suggest that an average graduation rate of two students per year could be achieved in the music education emphasis. This number would put UNL on par with peer institutions. A fall 2018 survey of institutions in the Big 10 and National Association of Music Executives in State Universities (NAMESU) schools shows that the average number of music education doctoral graduates per year over the last five years (2014-2018) for these schools was **1.28** (see Appendix 1).

Doctoral study in music education is accomplished at UNL with a faculty that, in addition to work with doctoral students, is responsible for delivery of the Bachelor of Music Education curriculum with an enrollment (N=120) double the size of many of the institutions surveyed. In addition to the undergraduate music program, the Ph.D. in Music is supported by faculty who also contribute to the Music DMA and graduate programs in education. The program draws from two or more departments. In this way, the Ph.D. in music with an emphasis in music education is interdisciplinary. However, the program contains more than two courses that are directed for Ph.D. students, mostly doctoral seminars.

In addition, the National Association of Schools of Music (NASM), the membership of which includes 66% of the schools of music in the country, reported that for its members, the average number of music education doctoral graduates per year over the last four years (2018 NASM figures were not yet available) was **1.4** (Appendix 1). In light of these figures, a graduation rate of 2 students per year not only appears realistic; it exceeds national norms.

Doctoral Programs Surrounding the PhD

The PhD in Music is “situated between” two viable UNL doctoral programs—the Doctor of Musical Arts (DMA) Degree, a terminal degree focused primarily on performance, and the Doctor of Philosophy in Education, offered in CEHS. Although the foci of the DMA and the PhD in Education degrees are different from that in the PhD in Music, they are certainly related. In fact, they are related closely enough so that all PhD Music students take a minimum of twelve hours of music courses also taken by DMA students, and all of the statistics and design courses taken by PhD music students are taken from CEHS.

The fact that the PhD Music curriculum takes advantage of the curricular resources of two other existing UNL doctoral programs strengthens the feasibility and the breadth of the PhD Music offering at UNL. This seems important in considering the interdisciplinary nature of the program and CCPE threshold for degrees awarded.

Other PhD Music Emphases

The Music PhD has recently added two emphases, each of which will have its first graduate in 2019: Piano Pedagogy and Vocal Pedagogy. These programs were approved by NASM in 2015 and will contribute to the growth of PhD Music enrollment and support the proposed target of two graduates per year from the degree.

Action Plan

We propose the following steps to meet our target:

- (1) increase the number of PhD GTAs offered,
- (2) improve the attractiveness of the work/study environment,
- (3) add teaching load credit for dissertation work, and
- (4) increase international recruiting.

Increasing PhD GTAs

A crucial feature of the PhD program in music education is the requirement that students be in residence during each of the fall and spring semesters of their three-year program. This provides the research emphasis and college teaching experience needed to properly educate PhD students and to staff our expanding undergraduate program. The Glenn Korff School of Music does not currently allocate enough GTA resources to entice considerably more doctoral students to leave their teaching jobs and complete our three-year PhD program.

Appendix 1 shows that virtually all doctoral music education students in NAMESU/Big 10 programs are supported with GTAs. Currently, UNL has 6 GTAs allotted to students in the PhD Music program—3 in Music Education, 2 in Vocal Pedagogy, and 1 in Piano Pedagogy.

Going forward, the GKSOM administration pledges 6-8 GTAs to the PhD Music program. This number would mean that potentially 80% of the students needed in order to average two graduates a year would be supported by GTAs.

Improving the Attractiveness of the Work-study Environment

Students are attracted to doctoral programs not only by the quality of the faculty, the content of the curriculum, and the monetary support for graduate study, but also by the attractiveness of the work/study environment. Funding a new building for the GKSOM has now been moved to high priority status by the UNL Administration. A new building, with enhanced space for study/research and conference space for teaching assistants charged with supervising undergraduate field experiences, will increase the efficacy for recruiting PhD students.

Adding Teaching Load Credit for Dissertation Supervision

Currently, UNL music faculty who supervise the eighteen hours of dissertation receive no teaching load credit for their work with PhD students. By comparison, DMA supervisory chairpersons get teaching load credit equivalent to 0.0166 FTE per semester over each of 6 semesters for their work with DMA students, for a total teaching FTE of 0.10 per DMA student. Giving load credit for work with doctoral students, as several of our NAMESU/Big 10 institutions do (see Appendix 1), would provide increased incentive for PhD recruiting.

The GKSOM faculty will consider a proposal that PhD supervisors be given FTE equivalent of teaching a one-credit hour class (0.04) for each of the final 2 semesters for their work with PhD students, for a total FTE of 0.08 per PhD student. This increase in load credit for doctoral dissertation supervision, still less than GKSOM applied faculty receive for working with DMA students, could be accommodated by having a portion of the undergraduate field experience supervisory duties of current tenure-line faculty working with doctoral students covered by graduate teaching assistants.

Increasing International Recruiting

Finally, increasing the number of international students, who are frequently supported by their governments and would come to study without a GTA, would help increase the number of students in the PhD in Music. The Music Education emphasis currently has one such student proceeding through the program. In the Fall 2018 semester, the Director of the School of Music, along with several faculty, traveled to China to visit the Sichuan Conservatory of Music, one of nine large music conservatories in the country. The administration there is interested in exploring ways in which our two institutions can collaborate to help Chinese students receive graduate degrees. A team of Sichuan Conservatory administrators will be coming here in April 2019 to continue the discussion. Recruiting international students will help connect Nebraska with the global economy and increase the cultural diversity of our music programs.

There are other opportunities, like establishing a professional relationship with the Sichuan Conservatory, that could be explored to increase enrollments in the PhD

Program. A number of our faculty are active in the International Society for Music Education (ISME), which would enhance opportunities for similar collaborations.

Conclusion

A Doctor of Philosophy degree with an emphasis in music has been possible at the University of Nebraska-Lincoln for more than 100 years. The list of graduates in Appendix 1 demonstrates clearly that students and graduates of this program have a lasting impact on K-12 education and post-secondary education in the State of Nebraska. The current program, with two recently added pedagogy emphases, is active and viable, with eleven students (eight in music education; three in pedagogy), five of whom are on target to graduate in 2019. The action plan we propose, which includes guaranteeing the number of GTAs and enhancing international recruitment, will position the PhD in Music to graduate an average of two students per year over the next five years and to make a positive educational and research contribution to the state, nation, and indeed the world.

Appendix 1

Music Education Doctoral Graduates from Peer Schools

Institution	# of Graduates 2014-18	# Supported	# of Advisors	Load Credit for Dissertation Work	Formula for Load Credit
Florida State	46	46	16	N	
North Texas	11	11	3	N	
Kansas	10	8	4	Y	1 hr course equivalent for each year student is registered for document.
Indiana	9	9	3	N	
Minnesota	9	9	4	N	
Ohio State	9	9	6	N	
Illinois	8	7	3	N	
Rutgers	8	1	2	N	
Colorado	8	8	3	N	
Michigan	5	3	4	Y	1 hr course equivalent for each term student is in residence.
Penn State	3	3	4	N	
Utah	3	3	4	Y	Yes. 0.05 FTE, or 1/3 of a 3-credit lecture class. The same credit as weekly 60-minute lessons.
Louisiana St	4	4	4	N	
Nebraska	4	4	3	N	
Maryland	3	3	3	Y	
South Carolina	3	3	3	N	
Wisconsin	2	1	2	N	
Sum of Columns (excluding FLST)	103		61		
AVG # of Grds (excluding FLST) over a 5-year period	6.44				
AVG.# of Grds (excluding FLST) per year over a 5-year period	1.28				
AVG # of Grds per Advisor	1.67				
NE Grds per Advisor	1.3				
AVG# of Grds per institution (NASM)	2013-14: 109/84 =1.3	2014-15: 89/61=1.5	2015-16: 92/72=1.3	2016-17: 113/74=1.5	

Note: Florida State is excluded because they included DMA Conducting Programs in their totals.

Appendix 2

Recent UNL Music Education Doctoral Graduates

MUED Doctoral Graduates				
(As of 10/2018)		Gray = 1st SOM Ph.Ds in Music		
Name	Title	Advisor	Year	Employed
Zikmund, Annabell		Nierman	1988	University of Nebraska-Kearney (Retired)
Freed, Donald		Nierman	1991	Sul Ros State University (Texas)
Loch, Jim		Nierman	1991	Adams Central Public Schools (Retired)
Ester, Don		Nierman	1992	Ball State University
Byers (Parente), Kay		Nierman	1993	Lincoln Public Schools (Retired)
Brinkman, David		Moore	1994	University of Wyoming (Retired)
Sharer, Timothy		Nierman	1994	Wayne State College (NE)
VanOyen, Larry		Nierman	1994	North Central College (Chicago)
Roush, Clark		Nierman	1995	York College
Franzblau, Robert		Nierman	1996	Rhode Island College
Creasy, Kathleen		Nierman	1997	Kennesaw State College
Schnoor, Neal		Nierman	1998	University of NE - Kearney
Fredstrom, Timothy		Nierman	2000	Illinois State University (Normal, IL)
Kuhn, William		Nierman	2000	Concordia University (OR)
Mallett, Cathy		Nierman	2000	Washburn University (Retired)
Hanzlik, Terry		Nierman	2001	Abraham Lincoln High School (Retired)
Monkelien, Sheryl		Nierman	2001	Mansfield University (PA)
Yontz, Tim		Nierman	2001	Florida International University
Young, Jeannette		Nierman	2001	Nebraska Wesleyan University (Retired)
Sawyer, James		Nierman	2002	Lansing Public Schools (MI)
Anderson, Brian		Nierman	2003	Fremont Public Schools (Retired)
Von Kampen, Kurt		Nierman	2003	Concordia University (NE)
Karas, Jim		Nierman	2005	Lincoln Public Schools
Lee, Evan		Nierman	2007	Omaha Public School
Simons-Bester, Marge		Nierman	2008	Bellevue Public Schools
Zitek, Sam		Nierman	2008	
Parker, Elizabeth		Fuelberth/ Woody	2009	Temple University
Herrick, Matthew		Moore	2011	(Public School Principal in IA)
Hesterman, Phil		Woody	2011	
Hoffman, Edward (Ted)		Moore	2011	University of Montevallo
Moehle, Matt		Moore	2011	Kent State/ Taos Institute
Nielsen, Lance		Moore	2011	Lincoln Public Schools
Cogdill (Vollbrecht), Sue		Fuelberth	2013	College of St. Benedict/ St. John
Gilbert, Ashley (Danni)		Moore	2015	UNL
Laird, Lynda		Fuelberth	2016	Millard Public Schools
Nannen, Brianna		Fuelberth	2017	Marshall University
Yukevich, Mary		Woody	2018	Chicago Public Schools
MUED Doctoral Advisees				
(As of 10/2018)				
DeAmbrose, Marci		Fuelberth		
Fraser, Amy		Woody		
Munderloh, Rose		(Bazan)		
Ohlman, Kathy		Fuelberth		
Parker, George		Moore		
Rom, Brittany		Moore		
Wassermiller, Jennifer		Woody		
Liu, Xinwei		TBA		

TO: The Board of Regents Addendum VIII-A-10
Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: In-depth Program Review and Action Plan for the Bachelor of Science (BS) degree in Natural Resource and Environmental Economics at the University of Nebraska-Lincoln (UNL) as required by Neb. Rev. Stat. § 85-1414(5) and the Nebraska Coordinating Commission for Postsecondary Education (NCCPE)

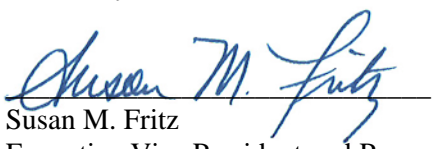
RECOMMENDED ACTION: Approval is requested to continue the Bachelor of Science degree in Natural Resource and Environmental Economics at the University of Nebraska-Lincoln and forward the associated review report and action plan to the Nebraska Coordinating Commission for Postsecondary Education

PREVIOUS ACTION: June 21, 1997 – The Board approved a Natural Resource and Environmental Economics major leading to a Bachelor of Science degree in Natural Resources at UNL.

EXPLANATION: UNL has performed the in-depth review of the Bachelor of Science in Natural Resource and Environmental Economics; attached is an action plan to increase the number of graduates by focusing on recruitment, retention, and curricular modifications. It is recommended that the program be continued. The Board of Regents is asked to approve this recommendation and approve forwarding the report to the NCCPE.

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019



OFFICE OF THE EXECUTIVE VICE CHANCELLOR
AND CHIEF ACADEMIC OFFICER

Memorandum

To: David Jackson, Vice Provost

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

Date: February 1, 2019

Re: UNL Natural Resource and Environmental Economics Major CCPE In-depth Review
Report Requirement

The University of Nebraska-Lincoln College of Agricultural Sciences and Natural Resources has submitted the enclosed CCPE-required, in-depth report regarding the Natural Resource and Environmental Economics Bachelor of Science. The report outlines the plan to increase the number of majors and graduates in this major focusing on three areas: curriculum, recruitment strategy and student retention. This plan was developed by the department of Agricultural Economics faculty with strong leadership from department head, Larry Van Tassell. It was reviewed and endorsed by Academic Services & Enrollment Management, including undergraduate admissions, and the Dean of Undergraduate Education. This plan is approved and strongly supported by Vice Chancellor Mike Boehm, Dean Tiffany Heng-Moss, and myself.

CC: Ronnie Green, Chancellor
Mike Boehm, Harlan Vice Chancellor, IANR
Tiffany Heng-Moss, Dean, College of Agricultural Sciences and Natural Resources
Renee Batman, Assistant Vice Chancellor

Action Plan to increase the number of majors/graduates in the Natural Resource and Environmental Economics (NREE) major.

1. Assess Curriculum
 - a. Organize an ad hoc committee of faculty with expertise and interest in natural resources and environmental economics to review if the curriculum is current and meets the needs of current students.
 - b. Consider how the interdisciplinary nature of the degree can be strengthened given undergraduate curriculum changes in the School of Natural Resources and other departments.
 - c. Reconsider the purpose and usage of the subject prefix.
 - i. *Responsible Parties: Department Head and Ad Hoc Committee*
 - ii. *Completion Dates: September 2019*
2. Recruitment Strategy
 - a. Conduct a competitor analysis.
 - i. *Responsible Parties: Department Head in collaboration with Director of Undergraduate Admissions and Director of Enrollment Marketing, Academic Services and Enrollment Management*
 - ii. *Completion Date: August 2019*
 - b. Given input from the previous steps, work with faculty to determine what a successful NREE major looks like in five years, including number of students.
 - c. Given the input from the previous steps, work with Undergraduate Admissions, Academic Services and Enrollment Management, University Communications and the College of Agricultural Sciences and Natural Resources (CASNR) Dean's Office to determine how our relationship can be strengthened and what strategies can be followed to increase enrollment. Actions could include redesigning the department web site and developing recruiting videos.
 - d. Build relationships with the Explore Center and students who are undecided.
 - i. *Responsible Parties: Department Head and Departmental Undergraduate Advisors*
 - ii. *Completion Date: January 2020*
3. Student retention
 - a. Develop a retention strategy plan for the NREE major by engaging the CASNR Dean's Office to capitalize on the successful retention model of CASNR.
 - b. Explore ways to increase interaction between faculty, NREE majors and students interested in natural resources. Options could include organization of a Natural Resource-Environmental Economics club.
 - c. Explore developing a scholarship program for NREE majors.
 - i. *Responsible Parties: Department Head and Ad Hoc Committee*
 - ii. *Completion Date: February 2020*

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

MEETING DATE: June 28, 2019

SUBJECT: The reappointment of Michael Boehm, Tonn Ostergard, and Matt Williams to the Nebraska Innovation Campus Development Corporation (“NICDC”) Board of Directors

RECOMMENDED ACTION: Approve the reappointment of Michael Boehm, Tonn Ostergard, and Matt Williams as members of the “Class B” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2019.

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved the appointment of Robert Wilhelm as a member of the “Class C” Directors of the NICDC effective July 1, 2018; and the reappointment of Tom Henning, Dana Bradford, and Hank Bounds as members of the “Class A” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2018; and approved the appointment of the Executive Vice Chancellor and Chief Academic Officers of the University of Nebraska-Lincoln as an ex-officio, non-voting member of the NICDC Board of Directors, effective July 1, 2018.

December 5, 2017 – The Board of Regents approved the appointment of Michael Yanney as a member of the “Class C” Directors of the NICDC, effective December 5, 2017.

June 1, 2017 – The Board of Regents approved the reappointment of Stephen M. Goddard as a member of the “Class C” Directors of the NICDC effective July 1, 2017 (for a term to coincide with his appointment as Interim Vice Chancellor for Research and Economic Development); and the reappointment of Larry Miller and Ronnie D. Green as members of the “Class C” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2017.

January 27, 2017 – The Board of Regents approved the appointment of Michael J. Boehm, Vice President for Agriculture and Natural Resources and Vice Chancellor for the Institute of Agriculture and Natural Resources to the Board of Directors of NICDC, Class B, effective January 1, 2017.

September 16, 2016 – The Board of Regents approved the appointment of the “Class B” Directors of NICDC, effective July 1, 2016:

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

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

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

November 20, 2014 – The Board of Regents approved the current appointments and staggered terms of the NICDC Board of Directors.

May 30, 2014 – The Board of Regents approved the appointment of James Linder, Interim President, to the NICDC Board of Directors, effective May 1, 2014.

April 16, 2010 – The Board of Regents approved the Articles of Incorporation and Bylaws of the Nebraska Innovation Campus Development Corporation. The Board of Regents also approved the original appointments of the Board of Directors of the NICDC.

EXPLANATION:

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

The governance recommendations in the Business Plan for Innovation Campus included a non-profit 501(c)3 entity to be created under the umbrella of the University Technology Development Corporation (UTDC). “This entity would have responsibility to assist the Board of Regents ...in the acquisition, financing, improvement, and operation of the campus, research park, and other related properties including the design, development, construction, marketing, and leasing...”

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

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

Class A Directors (term expires June 30, 2021)

Tom Henning*

Dana Bradford*

Hank Bounds

Class B Directors (term expires June 30, 2022)

Matt Williams*
Tonn Ostergard*
Michael Boehm

Class C Directors (term expires June 30, 2020)

Larry Miller*
Michael Yanney*
Ronnie Green
Robert Wilhelm

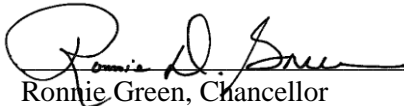
Ex-officio
Daniel Duncan
Donde Plowman

*Non-university directors

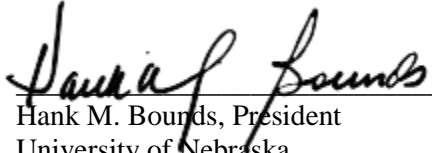
SPONSOR:

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE:

May 17, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Disposal of the property and improvements located at 518 South 38th Street, Omaha, Nebraska

RECOMMENDED ACTION: Approve change in methodology to sell the property and improvements located at 518 South 38th Street in Omaha, Nebraska, from public auction or sealed public sale to include utilization of a Broker at the highest value

PREVIOUS ACTION: December 5, 2017 – The Board of Regents approved the disposal of the property and improvements located at 518 South 38th Street in Omaha, Nebraska through a public auction or sealed public sale.

March 7, 2008 – The Board of Regents accepted a gift from the University of Nebraska Foundation for real property located at 518 South 38th Street in Omaha, Nebraska.

EXPLANATION: As part of a previous assessment by the University of Nebraska Medical Center (UNMC) Facilities Management and Planning, the property at 518 South 38th Street has become excess to programmatic needs. Specifically, rather than continue to contribute resources to upkeep and manage this aging residential home, UNMC would better benefit from the sale of this residence and large lot to contribute to its current initiatives and/or to contribute to the maintenance of existing facilities.

Acquired by the Board of Regents in 2008, the property is currently vacant. It most recently served as UNMC's Alumni House, which has been recently relocated to Williams Science Hall. Constructed in 1920, the property is a 5,680 square foot, 2.5 story residence atop a large 0.84 acre lot. The cost of upkeep and maintenance of the property include the age of the residence, the large size of the residence and lot, plaster walls, and a gable clay tile roof.

UNMC has determined that alternative uses for the property, such as a rental property, classrooms, or student space would not sufficiently mitigate the cost of ownership.

The request in December 2017 was to sell the property as a single-family residence through a public auction or sealed public sale. The Board of Regents approved the sale of the Property for a purchase price no less than \$720,000 (90% of the property's appraised value of \$800,000).

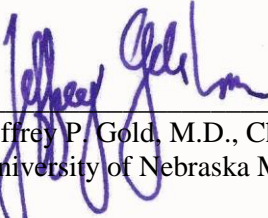
UNMC has attempted to sell the property through public auction with no offers at or above the approved sale price. UNMC would like to request approval to sell the property via a broker at the highest and best offer to be approved by the University of Nebraska Medical Center Chancellor.

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

SPONSOR:

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

RECOMMENDED:



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

DATE:

June 4, 2019

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

MEETING DATE: June 28, 2019

SUBJECT: Transfer of real property located at 6902 Pine Street, Omaha, Nebraska

RECOMMENDED ACTION: Approve the transfer of real property located at 6902 Pine Street, Omaha, Nebraska

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved a program statement and budget for the Munroe-Meyer Institute for Genetics and Rehabilitation Facility Replacement to be installed and constructed within the existing building at 6902 Pine Street for the University of Nebraska Medical Center in Omaha.

EXPLANATION: The University of Nebraska Foundation, through an affiliated entity, UNF Investments, LLC, purchased the real estate and improvements commonly known as 6902 Pine Street, Omaha, Douglas County, Nebraska from First Data Resources, LLC (FDR) in March 2016. The building, known as 6902 Pine Street, contains a total of approximately 197,421 square feet on four floors. UNF Investments assisted the University with this strategic acquisition and leased the facility back to FDR through May 2019.

UNF Investments' purchase of the property was funded through generous donations to the University Foundation. Therefore, UNF Investments will transfer the property to the University upon payment of UNF Investments' carrying costs, estimated to be \$50,000.

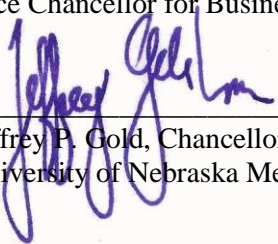
The property will be used to house the relocated Munroe-Meyer Institute for Genetics and Rehabilitation.

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

PROJECT COST: Approximately \$50,000

SOURCE OF FUNDS: Cash funds

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

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: May 17, 2019

TO: The Board of Regents Addendum VIII-B-4
Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Purchase of real property located at 609 South 48th Street, Omaha, Nebraska

RECOMMENDED ACTION: Approve the purchase of real property at 609 South 48th Street, Omaha, Nebraska

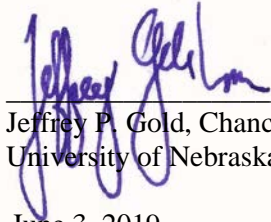
PREVIOUS ACTION: March 31, 2017 – The Board of Regents approved the purchase one parcel of land at 4469 Farnam Street, previously occupied by Omaha Public Schools
May 30, 2014 – The Board of Regents approved the purchase of two parcels of land located at 4605 Farnam Street and at 795 South 48th Street, Omaha Nebraska, previously occupied by Omaha Steel Castings

EXPLANATION: This parcel is contiguous to the other properties purchased in 2014 and provides a path to connect University owned properties from Farnam to Jones Street which is critical for ongoing recruitment of developers and investment. The property is on the west side of campus on 48th Street and is within the boundaries of the UNMC Campus Master Plan.
The Med Center Development Corporation is currently exploring development options for University-owned property within the Saddle Creek corridor. The acquisition of the property at 609 South 48th Street is key to maximizing future development opportunities and flexibility.
An environmental assessment, including ground penetration mapping, was completed of the property being purchased. The legal description of the parcel is detailed in the respective agreements. The attached purchase agreement was executed pursuant to RP-6.2.3.13, and is subject to Board of Regents approval.
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$4,100,000

SOURCES OF FUNDS: UNMC designated plant funds

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

RECOMMENDED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: June 3, 2019

REAL ESTATE PURCHASE AGREEMENT
(609 South 48th Street)

This Real Estate Purchase Agreement ("Agreement") is made and entered into as of this 30th day of January 2019 (the "Effective Date"), by and between The Board of Regents of the University of Nebraska, a public body corporate of the State of Nebraska and governing body of the University of Nebraska Medical Center ("Buyer"), and Michael L. Voigtman, a single person ("Seller").

1. **Property.** Subject to the terms and conditions herein, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the real estate (as defined in Neb. Rev. Stat. § 76-201) commonly known as 609 South 48th Street, Omaha, Nebraska, and legally described as follows:

The East 176.09 feet of the South 563.71 feet west of former railroad right-of-way in Tax Lot 23 Irregular Tract in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 20, Township 15 North, Range 13 East of the 6th P.M. in the City of Omaha, Douglas County, Nebraska.

(the "Property"), together with any other adjacent gaps or gores owned by Seller adjacent to the Property as may be revealed by the Survey, and easements and servient estates appurtenant thereto. The Property shall include all improvements, fixtures, and equipment permanently attached thereto and specifically, the building located on the Property. Notwithstanding the foregoing, the Seller shall retain the right to salvage those items set forth on Exhibit B hereto, currently located on the Property, provided that Seller shall complete the salvage and removal thereof prior to the Closing Date and repair any damage to the building and/or the Property caused by the removal thereof. The Property shall be free and clear of all liens, leases, and encumbrances, but with reservations and exceptions as follows:

- A. Title shall be taken subject to any restrictive covenants, easements, mineral rights, reservations or conditions currently of record; and
- B. Title shall be taken subject to restrictions, conditions and limitations hereinafter stated or deemed accepted hereunder.

The legal description and ownership of the Property shall be confirmed by the title insurance commitment described in Section 5 below and/or Survey obtained by Buyer as part of its due diligence.

2. **Price and Payment.** Buyer agrees to pay Seller a price of Four Million, One Hundred Thousand and No/100 Dollars (\$4,100,000.00) (the "Purchase Price"), as follows:

- A. **Earnest Deposit.** Within 5 days of execution of this Agreement by Seller, Buyer shall pay the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Earnest Deposit") to be held by the Title Company (defined below) in accordance with the terms of this Agreement. If the conditions precedent described in Section 10 below are not satisfied

prior to the Closing Date, the Earnest Deposit shall be refunded to Buyer.

B. **Closing Payment.** The balance of the Purchase Price, shall be due via wire of funds on the Closing Date subject to the allocations of expenses.

3. **Title.** At the closing, Seller will execute and deliver to Buyer a special warranty deed (the "Deed") conveying the Property in fee simple free and clear of all liens, encumbrances, or encroachments other than the Permitted Exceptions.

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

5. **Title Insurance.** Within forty-five (45) days from the date of this Agreement, Buyer may obtain the Survey (defined below) and a title insurance commitment for the Property, issued by the Title Company. The title insurance commitment will show marketable title to the Property in Seller and in accordance with the terms and conditions of this Agreement. Seller and Buyer shall each pay one-half (1/2) of the expense of the title insurance policy insuring Buyer for its ownership of the Property for the amount of the Purchase Price. The title insurance commitment shall also confirm the legal description of the Property contained in Section 1 above.

Buyer shall approve or disapprove title to the Property after receipt of the title insurance commitment and the ALTA/ACSM Land Title Survey obtained by Buyer as part of its due diligence investigation (the "Survey"), but in all events not later than the expiration of the Due Diligence Period described in Section 10 below. If any objection or defect in title is discovered during the examination of the title commitment and the Survey by Buyer, Buyer shall furnish Seller with written notice of such objections and defects. Seller shall have a reasonable time to cure such objections and defects (or to secure title insurance endorsements at Seller's cost against the objected items) and Seller shall bear the expense of curing the same, provided that all objections and defects shall be satisfied within thirty (30) days following the earlier of (i) the expiration of the Due Diligence Period, or (ii) receipt by Seller of Buyer's objection notice. However, if Seller elects, in its sole and absolute discretion, not to so remove or correct such objections or defects in title, or otherwise obtain commitment for appropriate title insurance endorsements within such time period, Seller shall provide prompt notice of such election to Buyer. If efforts to cure any such defects fail, in Buyer's sole discretion, or if Seller has elected not to cure title defects and objections, Buyer shall have the option to (i) terminate this Agreement, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit, or (ii) waive the title defects and objections, and proceed to Close the transaction hereunder, without adjustment to the Purchase Price in relation to such waived matters. Buyer shall be deemed to have elected to proceed under subsection (ii) above, unless Buyer delivers written notice of termination under subsection (i) to Seller on or before three (3) business days after the earlier of (A) expiration of the Cure Period, or

(B) receipt of Seller's election to not cure the title defects and objections.

The Property shall be conveyed subject to (i) the rights of Seller under the Seller Lease (as contemplated under Section 21), (ii) matters of record, or matters otherwise identified on the title insurance commitment or Survey, which are not objected to by Buyer in accordance with this Section 5 (or which after objection by Buyer are thereafter waived in accordance with this Agreement), and (iii) taxes and assessments which are not yet due and payable (the "**Permitted Exceptions**").

6. **Closing Date.** The Closing Date ("Closing Date") for the Property shall take place on or before August 30, 2019, provided that Section 12 below is satisfied. However, at any time after Buyer has received Board of Regents' approval as contemplated in Section 11 below, Seller may elect to accelerate the Closing Date by sending written notice to Buyer of his election and closing shall occur not later than sixty (60) days from the date of such notice.

7. **Possession.** Seller shall deliver possession of the Property to Buyer on the Closing Date free and clear of any leases or other claims to possession, except only Seller's rights under the Seller Lease as contemplated under Section 21. No tenants of Seller or other third parties shall have any right to possess the Property or any part thereof as of the Closing Date.

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

9. **Taxes.** Real estate taxes which would be delinquent if not paid in the year of closing shall be prorated to and Seller's portion thereof paid or credited to Buyer, in full on the Closing Date. Seller shall pay the real estate taxes for all prior years.

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

- A. **Testing.** Buyer shall have the right upon reasonable prior notice to Seller, to access the Property to conduct, at Buyer's cost, such inspections or tests it deems necessary, including, but not limited to, Environmental Site Assessments, any other environmental inspections, subsurface investigations and an appraisal update. All such testing will be completed within the Due Diligence Period. Buyer shall, to the extent possible, restore the Property to the condition which existed prior to any such testing. Buyer agrees to reasonably minimize any disturbance Seller's business operations at the Property during any such entry or testing. To the extent allowed by law, Buyer shall indemnify, defend and hold Seller harmless from and against any and all damages, losses, claims, demands, expenses and liabilities of whatever kind or nature, and fees (including, without limitation, attorney's fees) actually incurred, including, without limitation, any damage or injury to persons or property, or resulting from entry onto, or activities at, the Property by Buyer and/or its agents, contractors, employees, invitees and/or licensees

and any mechanics' or other liens, losses, costs, expenses or claims that may be filed or asserted against the Property or Seller by such parties in relation to such entry or activities, which indemnification shall survive Closing or any termination of this Agreement.

- B. **Survey.** Buyer may obtain a Survey, at Buyer's cost, reflecting, among other things, the boundary legal descriptions, the quantities of land, and the locations of all easements on the Property.
- C. **Existing Materials.** Within thirty (30) days after the Effective Date, Seller shall deliver or make available to Buyer, copies of all permits, surveys, site plans, environmental site assessment reports and engineering reports, applications for governmental approvals, governmental agreements or denials and items of a similar nature with respect to the Property in Seller's possession and/or reasonably available to Seller (collectively, the "Property Information"). In the event Buyer does not close on its purchase of the Property as provided herein, Buyer shall return the Property Information to Seller within five (5) business days of the termination of this Agreement.

Buyer shall have ninety (90) days from the execution hereof by Seller to satisfy the conditions of this Section 10, such period being designated as the "Due Diligence Period". These conditions are for the benefit of Buyer and must be satisfied or waived before the Buyer is obligated to close on this transaction. If Buyer determines, in Buyer's sole discretion, that the conditions have not been satisfied, Buyer shall have the right to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period, in which event the Earnest Deposit and all interest accrued thereon shall be promptly returned to Buyer, and neither Buyer nor Seller shall have any further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

11. **Approval of the Board of Regents.** Buyer's obligation to proceed with the Closing under this Agreement shall be expressly contingent upon the approval and acceptance of this Agreement by the Board of Regents (following formal action by the Board with regard to the approval of this Agreement) to be obtained on or before July 1, 2019 (the "**Termination Date**"). Buyer shall obtain the written approval of the Board of Regents of the University of Nebraska of this Agreement and the purchase contemplated herein at a regularly scheduled meeting of the Board of Regents. If the Board of Regents does not approve this Agreement and the transaction contemplated herein, on or before the Termination Date, this Agreement shall be deemed terminated and the Earnest Deposit shall be remitted to Seller. Buyer and Seller shall thereafter have no further obligation or liability to each other under this Agreement, except for obligations intended to survive termination of this Agreement.

12. **Seller's Obligations Prior to Closing.** Prior to the Closing Date:

- A. Seller shall not enter into any contracts, agreements or any other commitments regarding the Property or make any material changes or alterations to the

Property without the prior written consent of the Buyer, such consent not to be unreasonably withheld, conditioned or delayed.

- B. Seller shall terminate any existing service contracts with respect to the Property on or before the date Seller quits possession of the Property at the expiration or earlier termination of the term under the Seller Lease (as defined in Section 21).
- C. Seller shall notify Buyer of any governmental authority's notice of violation by Seller of any state, county, city or municipal laws, ordinances, regulations, rules, orders or requirements of departments of housing, building, fire, labor or health or other governmental authorities having jurisdiction over or affecting the Property or the use or operation thereof.

Seller shall notify Buyer of any matter directly related to the obligations set forth in this Section 12. In the event that Buyer objects to such matters, Buyer shall furnish Seller with written notice of such objections and Seller shall have a reasonable time to cure such objections at the sole cost and expense of Seller. If efforts to cure any such objections fail, in Buyer's sole discretion, Buyer shall have the option to terminate this Agreement by delivering written notice to Seller, in which case Buyer shall be entitled to receive a refund of its Earnest Deposit and any interest accrued thereon.

13. **Seller's Representations and Warranties.** Seller warrants, represents and covenants to Buyer on the date hereof, and as of the date of Closing, as follows:

- A. Seller has the right to execute this Agreement and to sell the Property to Buyer without obtaining the consent, approval, release or other signature of any other party (subject to Seller's receipt of any lien release or other satisfaction of encumbrances on title pursuant to Section 5).
- B. To Seller's knowledge, there is no pending litigation or judicial, municipal or administrative proceedings involving or affecting all of any portion of the Property.
- C. To Seller's knowledge, Seller has not received any written notice that the Property or any portion thereof is situated, used or operated in violation of any law, court order, regulation, ordinance or requirement of any city, county, state or other governmental authority.
- D. To Seller's knowledge, there are no outstanding tax claims or tax liability of any kind (other than real property taxes and assessments for periods following Closing) that will affect Buyer or the Property from and after Closing.
- E. To Seller's knowledge, Seller has not received any notice of any claim or citation of noncompliance from any federal, state or local government authority alleging a violation of any Environmental Laws. For purposes of this Agreement, "Environmental Laws" shall mean any and all past or present

federal, state and local statutes, regulations, directives, ordinances, rules, policies, guidelines, court orders, decrees, arbitration awards and the common law, which pertain to environmental matters, as such have been amended, modified or supplemented from time to time.

- F. Seller is not a Prohibited Person (as defined below). None of the funds or other assets, if any, to be transferred hereunder are the property of, or beneficially owned, directly or indirectly, by a Prohibited Person, nor are such funds or other assets of the proceeds of any specified unlawful activity as defined by 18 U.S.C. § 1936(e)(7). "Prohibited Person" means any of the following: (A) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "Executive Order"); (B) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (C) a person or entity that is listed as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") at its official website www.treas.gov/office/enforcement/ofac; (D) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (E) a person or entity that is affiliated with any person or entity identified in subclause (A), (B), (C) and/or (D).

Notwithstanding any contrary provision of this Agreement, if Seller becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing. In the event that Seller so discloses any matters which make any of Seller's representations and warranties untrue in any material respect or in the event that Buyer otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, Buyer shall have the right to elect in writing on or before the earlier of (A) the Closing or (B) ten (10) days after which Buyer is notified of or becomes aware of any such matters, to (i) waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) terminate this Agreement.

The warranties and representations set forth in this Section 13 shall be deemed remade as of Closing and updated if necessary. The warranties and representations set forth in this Section 13 shall survive the Closing and any expiration or termination of this Agreement for a period of one (1) year following the Closing or termination of this Agreement, as applicable.

14. **Default and Remedies.** In the event that Buyer fails to close on this transaction in breach of this Agreement, Seller, as its sole and exclusive remedy, shall be entitled to the Earnest Deposit. The parties agree that such sum fairly represents the damage that would be occasioned by Seller in the event of a Buyer default. If Seller wrongfully fails or refuses to close on the Closing Date, provided Buyer is not in default of this Agreement, Buyer shall be, as its sole and exclusive remedies, entitled to specific performance of the terms of this Agreement, which shall

be exercised within 90 days from the Closing Date, or terminate this Agreement and the Earnest Deposit shall be returned to Buyer.

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

16. **No Assumption of Liabilities.** Buyer shall not assume any obligations, liabilities, claims, demands, judgments, causes of action, assessments, indebtedness or accounts payable of Seller or the Property of any kind, nature or description whatsoever, whether the same are accrued, absolute or contingent, known or unknown, direct or indirect. Effective as of the date of Closing, Seller shall indemnify, defend and hold Buyer, Buyer's affiliates, and their respective partners, officers, employees, agents, successors and assigns (the "Buyer Indemnified Parties") harmless (on a joint and several basis) from and against any and all losses, damages, claims, causes of action, judgments, costs and expenses (including reasonable fees and expenses of attorneys) (collectively, "Losses") that may be suffered or incurred by or asserted or awarded against Buyer or any Buyer Indemnified Party, in each case arising out of, or in connection with, or by reason of: (i) any breach or default by Seller of any representations and warranties of Seller contained herein; and (ii) any liabilities, obligations or indebtedness of Seller, whether relating to or in connection with the Seller's use, possession, operation, repair or maintenance of the Property prior to the date of Closing or otherwise, including, without limitation, any property damage or injuries to persons, including death, caused by the occurrence of any event or the existence of any condition at the Property prior to the date of Closing. Seller's obligations under this Section shall survive the Closing of sale of the Property to Buyer.

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

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.

19. **Assignment.** Buyer shall have the right, prior to closing, to assign this Agreement to a third party upon written notice to Seller of such assignment; provided such assignment shall not release Buyer of its obligations hereunder.

20. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it is expressly agreed that any prior oral or written agreements between the parties hereto are superseded by this Agreement and are no longer of any

effect whatsoever. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

21. **Seller Lease.** As a material inducement to cause Seller to enter into this Agreement, upon and as a condition of Closing, Buyer, as landlord, and Seller, as tenant, shall enter into a lease in the form attached hereto as **Exhibit A** ("Seller Lease").

22. **1033 Exchange.** Buyer is an instrumentality of the State of Nebraska and as such, holds the power of eminent domain to acquire property for public use. Subject to satisfaction of all conditions herein, Buyer and Seller agree that the sale of the Property shall take place under the threat of exercise of eminent domain by Buyer. Buyer agrees to execute, acknowledge and deliver such further instruments, documents or assurances as may be required by Seller in order for Seller to acquire replacement property as an exchange under I.R.C. § 1033. Notwithstanding the foregoing, nothing herein shall be deemed a consent to any condemnation of the Property except in accordance with the terms of this Agreement.

23. **Brokers.** Seller and Buyer each represent and covenant to the other that they have not utilized the services of any broker or finder in connection with the transaction contemplated herein except for Greenslate Development, LLC ("Broker"). The brokerage commission due to Broker, if any, shall be paid by Seller to Broker at Closing.

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

A. Buyer: The University of Nebraska Medical Center
Attention: Doug Ewald
986680 Nebraska Medical Center
Omaha, NE 68198-6680

with a copy to: The University of Nebraska
Attention: Stacia Palser
3835 Holdrege Street
Lincoln, NE 68583-0745

B. Seller: Michael L. Voigtman
609 South 48th Street
Omaha, NE 68048-7290

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

[SIGNATURE PAGES TO FOLLOW]

"BUYER"

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

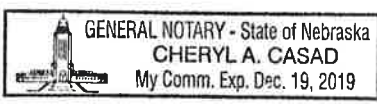
Attest:

Carmen K. Maurer By:
Carmen K. Maurer, Secretary

Hank M. Bounds
Hank M. Bounds, President

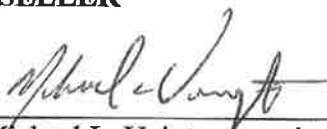
STATE OF NEBRASKA)
)ss
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 30th day of January, 2019, by Hank M. Bounds, in his capacity as President and Carmen K. Maurer, as Corporation Secretary of the Board of Regents of the University of Nebraska, a body corporate and politic and governing body of the University of Nebraska Medical Center.



Cheryl A. Casad
Notary Public


"SELLER"



Michael L. Voigtman, a single person

STATE OF NEBRASKA)
)ss
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 29th day of January, 2019, by Michael L. Voigtman, an individual.


Notary Public

**Exhibit A
Lease**

[attached hereto]

LEASE AGREEMENT

Basic Lease Information

The Basic Lease Information is incorporated in and made a part of the Lease to which it is attached. If there is any conflict between the Basic Lease Information and the remainder of the Lease, the Basic Lease Information shall control.

<u>Landlord:</u>	Board of Regents of the University of Nebraska
<u>Landlord's Address:</u>	University of Nebraska Medical Center Attention: Doug Ewald 986680 Nebraska Medical Center Omaha, NE 68198-6680
<u>with a copy to:</u>	University of Nebraska Office of Vice President and General Counsel 3835 Holdrege Street Lincoln, Nebraska 68583-0745
<u>Tenant:</u>	Michael L. Voigtman
<u>Tenant's Address:</u>	609 South 48 th Street Omaha, NE 68048-7290
<u>Premises:</u>	<p>the real estate (as defined in <u>Neb. Rev. Stat. § 76-201</u>) commonly known as 609 South 48th Street, Omaha, Nebraska, and legally described as follows:</p> <p style="text-align: center;">The East 176.09 feet of the South 563.71 feet west of former railroad right-of-way in Tax Lot 23 Irregular Tract in the Northwest ¹/₄ of the Southwest ¹/₄ of Section 20, Township 15 North, Range 13 East of the 6th P.M. in the City of Omaha, Douglas County, Nebraska.</p> <p>Together with all improvements, fixtures and equipment permanently attached thereto.</p>

LEASE AGREEMENT

THIS LEASE AGREEMENT (together with the Basic Lease Information which is hereby incorporated into the Lease by this reference, collectively the "**Lease**") is made and entered into as of the ____ day of _____, 2019 (the "**Commencement Date**"), by and between Landlord and Tenant.

WITNESSETH:

In consideration of the payments of rents and other charges provided for in this Lease, the covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

1. LEASE OF PREMISES; USE.

A. Lease of Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term (as defined below) and subject to the terms and conditions set forth hereunder.

B. Use; Governmental and Other Requirements. Tenant may use the Premises for (i) millwork manufacturing and related activities, (ii) winding down of Tenant's operations, including sale of inventory, equipment, trade fixtures and other business personal property, and (iii) any other lawful purpose approved in writing by Landlord, which approval may be withheld in Landlord's sole discretion. Tenant shall faithfully observe in the use of the Premises all municipal and county ordinances and codes and all state and federal statutes, rules and regulations now in force or which may hereafter be in effect.

2. TERM. The term of this Lease ("**Term**") shall commence on the Commencement Date and shall terminate on the date that is six (6) months after the Commencement Date (the "**Expiration Date**"), or such earlier date as provided herein.

3. TERMINATION OPTION. Tenant shall have the ongoing right and option ("**Termination Option**") to terminate the Lease for the Premises with or without cause at any time during the Term upon fifteen (15) days' written notice to Landlord ("**Termination Notice**"), without fee or penalty. The Termination Notice shall specify (i) that Tenant desires to terminate this Lease and (ii) the effective date of termination (the "**Termination Date**"). Upon Landlord's receipt of the Termination Notice, this Lease shall terminate on the Termination Date and all rights and obligations of the parties hereunder shall be of no further force or effect after such date, except for those rights and obligations that expressly survive the termination of the Lease.

4. RENT.

A. Base Rent. During the Term until the Expiration Date or Termination Date, as applicable, Tenant shall pay to Landlord "**Base Rent**" in the amount of (i) Zero Dollars (\$0.00) per month for the first ninety (90) days (the "**Initial Term**"), and (ii) Five Thousand One Hundred Twenty-Five and no/100 Dollars (\$5,125.00) per month for the remainder of the Term (the "**Remaining Term**"). Each monthly installment of Rent shall be paid to Landlord at the address

above on or before the fifth (5th) day of each calendar month during the Term. Rent for the first month of the Remaining Term (if the first day of the Remaining Term is other than the 1st day of the month) shall be paid as of the first day of the Remaining Term apportioned for the number of days of occupancy in such month, with subsequent installments due on the 5th day of each calendar month thereafter. Rent for a partial month's occupancy at the termination of the Lease (as a result of the Expiration Date or the Termination Date, if applicable) shall be apportioned based upon the number of days of occupancy in such month. The term "**Rent**" as used in this Lease shall mean Base Rent, Additional Rent (as hereinafter defined) and all other charges and costs due by Tenant to Landlord under this Lease.

B. Additional Rent. All other amounts due and owing by Tenant to Landlord shall be considered "**Additional Rent.**" Included within Additional Rent shall be monthly installments in amount of One Thousand Six Hundred Eleven and No/100 Dollars (\$1,611.00) per month due during the Term until the Expiration Date or Termination Date, as applicable. Each monthly installment of Additional Rent shall be paid to Landlord at the address above at the time and manner of proration set forth under Section 4A above.

5. TAXES.

A. Occupancy and Personal Property Taxes. During the Term, Tenant shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed from the Commencement Date through the Expiration Date or earlier Termination Date against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by the Tenant during the Term.

B. Real Property Taxes. During the Term, Landlord shall be responsible for and shall pay before delinquency all municipal, county or state real estate and ad valorem taxes and/or assessments assessed against the Premises ("**Taxes**"), if any, during the Term.

6. UTILITIES. Tenant shall pay from the Commencement Date through the Expiration Date or earlier Termination Date, as applicable (prior to delinquency) directly to the utility providers all charges and expenses for all utilities serving the Premises, including, but not limited to, charges for water, gas, sewer, and electricity. Tenant shall contract directly with the applicable service provider. Landlord shall not be liable to Tenant for any failure or inability to provide electricity, gas, sewer or water or other utility for the Premises unless resulting from the negligence or willful misconduct of Landlord.

7. MAINTENANCE.

A. Maintenance. Tenant shall maintain the Premises in a commercially reasonable manner consistent with historical practice of Tenant prior to the Commencement Date, and procure or provide services for the Premises for trash, pest control, and routine operating maintenance of the sidewalks, parking, landscaping, building and building systems; provided however, Tenant shall have no obligation to make any capital expenditures or for replacement of any capital improvements at the Premises, except to the extent the same are damaged through the negligence or willful misconduct of Tenant. Tenant, at Tenant's own expense, during Tenant's

occupancy hereunder, will keep and maintain the Premises in a neat and attractive manner and in condition comparable to the condition and appearance existing as of the Commencement Date.

B. Parking Maintenance. Tenant, during Tenant's occupancy shall remove snow and ice from the parking areas within the Premises (including the drive-aisle surface thereon) in a commercially reasonable time and manner.

8. MECHANIC'S LIENS. Tenant shall keep the Premises and all parts thereof at all times free of mechanics' liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics, laborers, materialmen, and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within sixty (60) days after the same has been made or filed. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Rent due and shall be included in any lien for Rent.

9. SUBORDINATION OF LEASE; ATTORNMENT. This Lease is subject and subordinate to any and all mortgages or deeds of trust now or hereafter encumbering the Premises, and to any renewals, extensions and/or modifications thereof, provided that any such holders of mortgages or deeds of trust first provide to Tenant a non-disturbance and attornment agreement in a form reasonably acceptable to such holders of the mortgages or deeds of trust and Tenant. If the Premises are subject and subordinate to any such mortgages or deeds of trust as of the Commencement Date, then Landlord, on or before the Commencement Date, shall provide to Tenant a non-disturbance and attornment agreement from such holders of the mortgages or deeds of trust in a form reasonably acceptable to such holders and Tenant. In the event Landlord's interest in the Premises is transferred by reason of foreclosure or other proceeding for enforcement of any such mortgage or deed of trust, Tenant agrees to attorn to and recognize the rights of the transferee of Landlord's interest in the Premises as if such transferee were the Landlord under this Lease, provided that such transferee agrees not to disturb Tenant's possession of the Premises pursuant to this Lease. This provision shall be self-operative without the execution of any further instruments. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may reasonably request to further evidence such attornment and the subordination of this Lease to any and all such mortgages or deeds of trust, provided, said holder of the mortgage or deed of trust provides Tenant with a fully executed copy of any such attornment and the subordination instrument.

10. ASSIGNMENT AND SUBLETTING. Tenant will not, without the prior written consent of Landlord (which may be withheld in Landlord's sole discretion), assign or encumber this Lease, or sublet all or any part of the Premises. Regardless of Landlord's consent, no assignment or subletting will release Tenant of its obligations or alter the primary liability of Tenant to pay Rent and perform all its other obligations under this Lease.

11. CASUALTY LOSS.

A. In the event the Premises or any portion thereof shall be damaged by fire or other casualty, Landlord may elect to repair such damage or terminate this Lease (unless the damage to the Premises is not material and Tenant objects to such termination within five (5) days of Landlord's notice to terminate, in which event this Lease shall not be terminated, and Landlord shall promptly undertake repairs from such damage). If Landlord elects to repair such damage, this Lease will continue in full force and effect, except that Rent shall be abated for that portion of the Premises deemed untenable until repairs are complete. If Landlord does not elect to repair such damage (and Tenant does not object to such termination as provided above) or if the repairs will exceed forty-five (45) days, then either party may terminate this Lease. If either party elects to terminate this Lease as provided herein, then such party shall provide written notice to the other party of its intent to terminate the Lease and the Lease shall be deemed to have terminated as of the date of the casualty and Tenant shall pay the Rent properly apportioned up to the date of the casualty and Landlord shall keep all insurance proceeds applicable to the Premises, and both parties hereto shall thereafter be freed and discharged of all further obligations hereunder, except as provided for in provisions of this Lease which by their terms survive the expiration or earlier termination of the Term.

B. If Landlord should elect to repair because of any damage or destruction, Landlord's obligation shall be limited solely to restoration of any damaged portion of the Premises to the condition as existed immediately prior to the casualty and shall not extend to any furniture, equipment, supplies, trade fixtures or other personal property owned or leased by Tenant, its employees, contractors, invitees or licensees.

12. CONDEMNATION. In the event that the Premises is taken for any public or quasi-public use by condemnation or by right of eminent domain, either party may terminate this Lease immediately upon written notice, and Rent shall abate as of the date of taking.

13. TENANT'S DEFAULT. If any one or more of the following events (herein sometimes called "**Events of Default**") shall happen:

A. if default shall be made in the payment of any Rent or other charges herein reserved upon the date the same become due and payable and such default continues for a period of ten (10) days after written notice thereof from Landlord to Tenant; or

B. if default shall be made by Tenant in the performance of or compliance with any of the other covenants, agreements, terms or conditions contained in this Lease (except failure to pay Rent as provided in Section 13.A above), and such default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, if such default cannot reasonably be cured within thirty (30) days, and Tenant, within said thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such default to completion, said default shall not constitute an Event of Default; or

C. if Tenant shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, or shall seek or consent to or

acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises; or

D. if within ninety (90) days after commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state or other debtor's relief statute or law, such proceeding shall not have been dismissed, or stayed on appeal, or if, within ninety (90) days after the appointment, without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of all or any substantial part of Tenant's properties or of the Premises, such appointment shall not have been vacated or stayed on appeal or otherwise, or if, within ninety (90) days after the expiration of any such stay such appointment shall not have been vacated;

then in any such event Landlord may at any time thereafter terminate this Lease and retake possession, or pursue any other remedy afforded by law or equity, provided that such default and all other defaults at the time existing have not been fully cured, and all expenses and costs incurred by the Landlord, including reasonable attorneys' fees and court costs, at trial and all appellate levels, in connection with enforcing this Lease, shall not have been fully paid. Any such termination shall apply to any extension or renewal of the Term herein demised, and to any right or option on the part of the Tenant that may be contained in this Lease or any other agreement. All rights and remedies granted in this Lease to Landlord or available at law or equity shall be cumulative and not mutually exclusive.

14. LANDLORD'S DEFAULT. Landlord shall be deemed to be in default of this Lease if default shall be made by Landlord in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease, and such default shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, if such default cannot reasonably be cured within thirty (30) days, and Landlord, within said thirty (30) day period, shall have commenced and thereafter continued diligently to prosecute the cure of such default to completion, said default shall not constitute a Landlord default hereunder. If Landlord shall default beyond applicable grace and notice periods, in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Lease, Tenant may either (i) terminate this Lease upon thirty (30) days' notice to Landlord, or (ii) perform the same for the account and at the sole cost and expense of Landlord, on thirty (30) days prior written notice to Landlord, and all costs and expenses paid or incurred by Tenant in curing such default shall be paid by Landlord to Tenant upon demand. If Landlord fails to pay such amounts to Tenant within thirty (30) days after Tenant invoices Landlord, Tenant may offset such amounts against Rent due hereunder.

15. WAIVER OF DEFAULT. The failure of Landlord or Tenant to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but such party shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver of any term, provision, condition or covenant of this Lease by Landlord or Tenant shall be deemed to imply or constitute a further waiver by such party of any other term, provision, condition or covenant of this Lease and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder.

16. RIGHT OF ENTRY. Provided that Landlord does not materially interfere with Tenant's access to or use of the Premises, upon twenty four (24) hours prior written notice, Landlord, or any of its agents shall have the right to enter the Premises during all reasonable business hours to examine the same.

17. INSURANCE.

A. Insurance. During the Term of this Lease, Tenant shall maintain one or more policies of insurance which insure the Building against loss or damage by fire or other perils against which insurance is afforded by a standard fire and extended casualty policy, windstorm insurance and flood insurance in amounts consistent with coverage historically maintained by Tenant in its occupancy and use of the Premises. Tenant shall obtain and keep in force throughout the Term, a commercial general liability insurance policy insuring Tenant, with a limit of at least \$1,000,000.00 per occurrence, which limits of insurance may be attained by a combination of primary and excess/umbrella insurance limits, if necessary. Tenant shall include Landlord as "Additional Insured" on such commercial general liability insurance policy. All policies shall be issued by responsible insurance companies authorized to do business in the state in which the Premises are located. Tenant shall deliver a certificate of all insurance required hereunder to Landlord on the Commencement Date and thereafter within thirty (30) days after request. Tenant shall provide that the insurance shall not be canceled or non-renewed without at least thirty (30) days' prior written notice to Landlord.

B. Releases; Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery, claim, action, or cause of actions against the other, its agents, partners, officers, directors or employees, for any death or injury to any person or loss or damage that may occur to the Premises or to any personal property of such party therein, by reason of fire, the elements or any other cause(s) which are insured against under the terms of valid and collectible insurance policies carried for the benefit of the party entitled to make such claim, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees; provided that such waiver by either Landlord or Tenant does not limit in any way such party's right to recovery under such insurance policies, and provided further that the insurer pays such claims.

18. NOTICE. Any notice, report, demand, request or other instrument or communication authorized, required, or desired to be given under this Lease by Landlord or Tenant shall be in writing and shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth in the Basic Lease Information, (i) when delivered at such address by hand or by overnight delivery service, or (ii) the date of delivery as evidenced by the return receipt when mailed as certified mail, return receipt requested.

Either party may change the address to which any such notice, report, demand, request or other instrument or communications to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

19. ALTERATIONS; CONDITION OF PREMISES ON TERMINATION OF LEASE.

A. Alterations. Tenant will not make any alteration to the Premises without the prior written consent of Landlord.

B. Surrender. Inasmuch as Landlord has purchased the Premises from Tenant "as is," Tenant agrees to surrender to Landlord, at the end of the Term of this Lease and/or upon any cancellation or early termination of this Lease, the Premises in broom clean condition and as good of condition as such the Premises was at the beginning of the Term of this Lease, ordinary wear, tear, condemnation and casualty excepted. Tenant shall not have any liability or obligation relating to the Premises which existed prior to the Commencement Date.

C. Personal Property. Tenant shall, within thirty (30) days after the Expiration Date or Termination Date, remove from the Premises any and all of Tenant's personal property, furniture, fixtures, trade fixtures and equipment located in the Premises. Notwithstanding the foregoing, the cranes and all supporting structures, and all cabling, wiring, junction boxes, baseplates and plug terminals shall remain with Premises. Tenant will not conduct or allow any demolition or salvage of the Premises. Tenant shall not remove any item of property that is attached to the real property without the prior written consent of Landlord.

D. No Waiver. No receipt of money by Landlord from Tenant after termination of this Lease or the service of any notice of commencement of any suit or final judgment for possession shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand, suit or judgment. No act or thing done by Landlord or its agents during the Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it be made in writing and signed by a duly authorized officer or agent of Landlord.

20. HAZARDOUS SUBSTANCES. During the Term of this Lease, Tenant shall not cause or permit the violation of any law relating to industrial hygiene or environmental conditions in connection with the Premises, including soil and ground water conditions. Without Landlord's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), Tenant shall take no remedial action with respect to any Hazardous Substance on, under or about the Premises, and shall not enter into any settlement agreement, consent decree or other compromise or agreement relating to any such Hazardous Substance, except for emergency actions or actions required by governmental authority. Tenant shall indemnify and hold Landlord harmless from any loss, liability, cost, expense and/or claim (including without limitation the cost of any fines, remedial action, damage to the environment and clean up and the fees and costs of attorney and other experts) first arising from the use, release or disposal of any Hazardous Substance on, under or about the Premises by Tenant during the Term of this Lease or the transport of any Hazardous Substances to or from the Premises by Tenant during the Term of this Lease; and the violation by Tenant of any law, rules or regulations relating to industrial hygiene or environmental conditions in connection with the Premises during the Term of this Lease, including soil and ground water condition; and the actual contamination by Tenant of the Premises by hazardous waste or Hazardous Substances during the Term of this Lease. Notwithstanding anything herein to the contrary, Landlord acknowledges that Tenant may continue to use the Premises in the same manner as Tenant has used the Premises prior to the Commencement Date, provided that Tenant's use shall comply with all applicable federal, state, and local laws.

For purposes of this Section 20, "**Hazardous Substance(s)**" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar term by any federal, state or local environmental statute, regulation or ordinance applicable to the Premises presently or hereafter in effect, as such statute, regulation or ordinance may be amended from time to time.

21. QUIET ENJOYMENT. Upon payment by Tenant of the Rent herein provided, and upon the observance and performance of all terms and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall, subject to all of the terms and provisions of this Lease, peaceably and quietly hold and enjoy the Premises for the Term hereby demised free from any interference by Landlord or anyone claiming by, through or under Landlord.

22. LIMITATION OF LIABILITY. Notwithstanding anything contained in this Lease to the contrary, under no circumstances shall either party be liable to the other party under any theory of tort, contract, strict liability or other legal or equitable theory for any punitive, special, incidental, indirect or consequential damages, each of which is excluded by agreement of the parties regardless of whether or not any of the parties have been advised of the possibility of such damages.

23. INVALIDITY OF PROVISION. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease 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 Lease shall be valid and be enforceable to the fullest extent permitted by law. This Lease shall be construed in accordance with the laws of the State of Nebraska.

24. SUCCESSORS AND ASSIGNS. All terms and provisions of this Lease to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein. All expressed covenants of this Lease shall be deemed to be covenants running with the land.

25. MISCELLANEOUS. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The "Landlord" shall be the owner of the Premises from time to time, and upon any sale of the Premises by the present owner, the new owner shall upon acceptance of a deed of conveyance become bound and liable as Landlord under all of the terms and provisions hereunder, and the former owner shall automatically be released from all obligations to the Tenant hereunder. The terms and provisions of this Lease are expressed in the total language of this Lease and the Section headings are solely for the convenience of the reader and are not intended to be all inclusive and shall not be deemed to limit or expand any of the provisions of this Lease. Any formally executed addendum or rider to or modification of this Lease shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. All exhibits and riders attached to this Lease, if any, are hereby incorporated in and made a part hereof. Nothing in this Lease shall be deemed to create

a partnership or joint venture between Landlord and Tenant, the parties intending their relationship hereunder to be solely that of Landlord and Tenant.

26. BROKERAGE. Each of Landlord and Tenant represent and warrant to the other party that it has dealt with no broker, salesman, agent or other person in connection with this lease transaction and that no broker, salesman agent or other person brought about this lease transaction. Each party hereto agrees to indemnify and hold the other party harmless from and against any claims by any broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this leasing transaction. The provisions of this Section 26 shall survive the termination of this Lease.

27. HOLD OVER. If Tenant retains possession of the Premises (or any portion thereof) after the expiration or termination of the Term, such retention shall be deemed an extension of the Term, provided: (a) such extension shall not exceed two (2) months; and (b) Tenant shall give Landlord at least two (2) months prior written notice of such extension ("**Permitted Holdover**"). Tenant shall be obligated to provide monthly written notice to Landlord describing the progress of Tenant's efforts in vacating the Premises and the anticipated date of such surrender. Tenant's occupancy during any the Permitted Holdover shall be governed by all the same terms and conditions as the Lease. During any holdover that is not a Permitted Holdover (by way of time or lack of notice), Tenant shall pay to Landlord a monthly Base Rent equal to one hundred twenty-five percent (125%) of the fair market rental rate for the Premises for which Tenant is holding over, in addition to all Additional Rent and other sums payable under this Lease.

28. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and the Lease may be modified only by an agreement in writing signed by Landlord and Tenant. Notwithstanding anything to the contrary contained herein, this Lease shall not supersede any surviving terms of the Real Estate Purchase Agreement between Landlord and Tenant with respect to the Premises.

29. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Facsimile signatures or other electronic signatures shall be deemed to have the same full force and effect as original signatures.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Lease as of the day and year first above written.

LANDLORD:

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

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Lease as of the day and year first above written.

TENANT:

By: _____
Michael L. Voigtman

Exhibit B

EXCLUDED ASSETS

Seller shall be entitled to remove, at Seller's expense, and retain from the Property as of the Closing, the following items:

1. Black iron gates located at front and on side of Property

Seller to promptly replace the front gate with a commercially reasonable gate, and the side gate with additional fencing, consistent with the other fence on the side of the Property.

TO: The Board of Regents

Addendum VIII-B-5

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Change the name of the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning to the “Dr. Edwin G. & Dorothy Balbach Davis Global Center”

RECOMMENDED ACTION: Approve changing the name of the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning to the “Dr. Edwin G. & Dorothy Balbach Davis Global Center”, pursuant to *Board of Regents Policy RP-6.2.7*

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved naming the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning.”

October 9, 2015 – The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

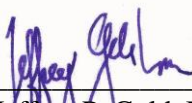
EXPLANATION: President Bounds and Chancellor Gold approved the renaming of the Dr. Edwin Davis & Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning.

On June 1, 2017, the Board of Regents approved naming the Global Center for Advanced Interprofessional Learning in honor of its’ primary Donors. The approved name is the Dr. Edwin Davis & Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning. Through further dialogue with the donors there has been a request to revise the name to be “Dr. Edwin G. & Dorothy Balbach Davis Global Center.”


Per *Board of Regents Policy RP-6.2.7*, UNMC is requesting approval of the updated facility name to be “Dr. Edwin G. & Dorothy Balbach Davis Global Center.”

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

RECOMMENDED:



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



Hank M. Bounds, President
University of Nebraska

DATE: June 3, 2019

IX. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve amendment to Appendix "A" of the Restated Contract of Employment for President Hank M. Bounds Addendum IX-A-1
2. Approve the composition of the Presidential search advisory committee listed in this item IX-A-2, as provided for in *Board of Regents Bylaw 2.1* and *Board of Regents Policy RP-2.1.4*; and Resolution related to search matters Addendum IX-A-2
3. Approve the interlocal agreement with the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, the Nebraska Department of Labor and each of the six Nebraska Community Colleges to establish the NSWERS Addendum IX-A-3

University of Nebraska-Lincoln

4. Approval is requested to delete the Bachelor of Science in Electronics Engineering in the Department of Electrical and Computer Engineering in the College of Engineering Addendum IX-A-4
5. Approval is requested to create the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications Addendum IX-A-5

University of Nebraska Medical Center

6. Approval is requested to establish the Center for Heart and Vascular Research in the College of Medicine Addendum IX-A-6

University of Nebraska at Omaha

7. Approval is requested to dissolve the Center for Urban Sustainability Addendum IX-A-7

B. BUSINESS AFFAIRS

Operating Budget

1. Approve the Fund B, University Program and Facilities Fee (UPFF) 2019-20 Allocation for the University of Nebraska at Kearney Addendum IX-B-1
2. Approve the Fund B University Program and Facilities Fees (UPFF) 2019-20 Allocation for the University of Nebraska-Lincoln Addendum IX-B-2
3. Approve the Fund B, University Program and Facilities Fee (UPFF) 2019-20 Allocation for the University of Nebraska Medical Center Addendum IX-B-3
4. Approve the Fund B, University Program and Facilities Fees (UPFF) 2019-20 Allocation for the University of Nebraska Omaha Addendum IX-B-4
5. Approve the FY 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the University of Nebraska Addendum IX-B-5

6. Approve the FY 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the Nebraska College of Technical Agriculture Addendum IX-B-6

University of Nebraska-Lincoln

7. Approve the interlocal agreement with the City of Lincoln, Nebraska, to establish the iLNK Corporation Addendum IX-B-7
8. Approve the naming of the Nebraska Union Auditorium, pursuant to *Board of Regents Policy* RP-6.2.7.3.c, the “Daryl Swanson Auditorium” Addendum IX-B-8
9. Approve the naming of a gallery at the Sheldon Museum of Art, pursuant to *Board of Regents Policy* RP-6.2.7.3.c, the “Henning Family Gallery” Addendum IX-B-9
10. Approve the naming of the C.Y. Thompson Library new student learning commons, pursuant to *Board of Regents Policy* RP-6.2.7.3.c, the “Dinsdale Family Learning Commons” Addendum IX-B-10

University of Nebraska Medical Center

11. Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 on the naming of facilities and name the Virtual Hospital within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning the “Jeffrey P. Gold, M.D. Virtual Hospital given by The Faculty of the UNMC College of Medicine” Addendum IX-B-11
12. Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 on the naming of the Interprofessional Collaborations space within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning the “Pamela J. Boyers Ph.D. Interprofessional Collaboration” Addendum IX-B-12

University of Nebraska at Omaha

13. Authorize the President and the Chancellor, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the acquisition of approximately 101 acres (North Tract) adjacent to the Glacier Creek Preserve, Douglas County, Nebraska Addendum IX-B-13

TO: The Board of Regents Addendum IX-A-1
Executive Committee

MEETING DATE: June 28, 2019

SUBJECT: President's Deferred Compensation Agreement

RECOMMENDED ACTION: Approve amendment to Appendix "A" (attached) of the Restated Contract of Employment for President Hank M. Bounds

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved the Restated Contract of Employment (including the deferred compensation agreement attached and incorporated into the contract as Appendix "A") for President Bounds, which approval also extended the contract term through June 2023.

October 5, 2017 – The Board of Regents extended the term of the Original Contract to June 30, 2021; and increased President Bounds' base salary to \$510,400; also acknowledging an annual supplement of \$20,000 from private resources.

December 3, 2015 – The Board of Regents extended the term of the Original Contract to June 30, 2020.

January 12, 2015 – The Board of Regents approved President Bounds' original Contract of Employment as President of the University of Nebraska, providing a contract term from April 13, 2015, through June 30, 2018, with a base annual salary of \$480,000.

June 23, 2001 – The Board of Regents adopted a deferred compensation plan for Presidents of the University that provides "for an annual contribution of 11.5% of the first year base salary with 50% vesting at the end of the fifth year of service in office and the remaining 50% vesting at the end of the seventh year of service in office."

EXPLANATION: Approval of this agenda item will waive the requirements of the above mentioned June 23, 2001, Board action, and effective August 13, 2019, provide vesting of all compensation currently accrued and accumulated at the University of Nebraska Foundation, for President Bounds pursuant to the deferred compensation agreement set forth in Appendix "A" of his contract of employment, which appendix is attached to and incorporated into said contract.

SOURCE OF FUNDS: Private Funds

SPONSOR: Tim Clare
Chairman, Board of Regents

DATE: June 13, 2019

**AMENDMENT TO DEFERRED COMPENSATION AGREEMENT
PRESIDENT HANK M. BOUNDS**

THIS AMENDMENT (“Amendment”) **TO THE DEFERRED COMPENSATION AGREEMENT OF PRESIDENT HANK M. BOUNDS** is effective as of August 13, 2019, (Effective Date”) by and between the **BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, (“Board of Regents”) and **HANK M. BOUNDS**, President of the University of Nebraska ("President Bounds"), collectively, “the Parties.”

WHEREAS, the Board of Regents hired President Bounds to serve as President of the University of Nebraska on April 13, 2015; and

WHEREAS, the Board of Regents entered into a deferred compensation agreement (“Agreement”) with President Bounds on April 13, 2015 in order to provide appropriate compensation to President Bounds.

NOW THEREFORE, the Board of Regents and President Bounds hereby agree as follows:

1. As of the Effective Date, the first paragraph of Section 2(a), Funding Contingencies, is amended to read as follows:

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

- (a) Termination of Employment. If the employment of President Bounds as President is terminated involuntarily for cause 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 involuntary for cause, the University shall retain all of the assets credited to the Account and President Bounds shall have no further claim to any of the assets credited to the Account or the earnings thereon. If the termination is voluntary or involuntary not for cause, the Account shall be distributed to President Bounds as provided in Section 3(a) herein.

All other paragraphs in Section 2, Funding Contingencies, remain unmodified by this Amendment.

2. As of the Effective Date, paragraphs (a), (b), and (c) of Section 3, Vesting, Distribution, are hereby rescinded and replaced with the following:

Section 3. Vesting, Distribution.

- (a) Vesting/Distribution. If President Bounds shall continue as President through August 13, 2019, all assets credited to the Account by the University through August 13, 2019, 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 Bounds in a lump sum within 45 days of August 13, 2019.

Subparagraphs 3(d), (e), (f), and (g) are hereby re-lettered as subparagraphs (b), (c), (d), and (e), respectively and otherwise remain unmodified by this Amendment.

3. Effect of Amendment. All other provisions of the Deferred Compensation Agreement between the Board of Regents and President Bounds shall remain operational and unmodified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

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

By: _____
Christopher Kabourek
Vice President for Business and Finance

By: _____
Hank M. Bounds, PhD.

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Approval of the Presidential Search Advisory Committee

RECOMMENDED ACTION: Approve the composition of the Presidential search advisory committee listed in this item IX-A-2, as provided for in *Board of Regents Bylaw 2.1* and *Board of Regents Policy RP-2.1.4*

PREVIOUS ACTION: None

EXPLANATION: *Board of Regents Bylaw 2.1* provides whenever a vacancy occurs in the position of President, the Board shall promptly appoint a search advisory committee to assist it in the search for suitable candidates to fill the position and designate one of the members to serve as its chair. In the course of establishing a Presidential Search Advisory Committee, *Board of Regents Policy RP-2.1.4* provides that the Board consider persons from University Administration, Faculty, Students, University of Nebraska Foundation, and the General Public. The following advisory committee is hereby appointed:

Jim Pillen, Board of Regents, District 3, Columbus (Chair)

Theresa Barron-McKeagney, Associate Dean, College of Public Administration and Community Service and Professor of Social Work, University of Nebraska at Omaha

Susie Buffett, Chairman, The Sherwood Foundation, the Susan Thompson Buffett Foundation, and the Buffett Early Childhood Fund, Omaha

Matt Davison, Associate Athletic Director for Football, University of Nebraska-Lincoln

Kwame Dawes, Chancellor's Professor of English and Glenna Luschei Editor of *Prairie Schooner*, University of Nebraska-Lincoln

Mike Flood, Entrepreneur, Attorney, and former Speaker of the Legislature, Norfolk

Jeffrey Gold, Chancellor, University of Nebraska Medical Center and University of Nebraska at Omaha

Bruce Grewcock, Chairman and CEO, Kiewit Corporation, Omaha

Tom Henning, President and CEO, Cash-Wa Distributing Co., Kearney

Gilbert Hinga, Dean of Student Affairs, University of Nebraska at Kearney

Sarah Hotovy, Fourth-year medical student, University of Nebraska Medical Center, York

Stancia Jenkins, Associate to the President and Assistant Vice President for Diversity, Access, and Inclusion, University of Nebraska

JoAnn Martin, CEO, Ameritas Mutual Holding Company, Lincoln

Dawn Mollenkopf, Associate Professor, Teacher Education, University of Nebraska at Kearney

Steve Nelson, President, Nebraska Farm Bureau, Axtell

Tonn Ostergard, Chairman and CEO, Crete Carrier Corporation, Lincoln

Lance Pérez, Dean, College of Engineering and Omar H. Heins Professor of Electrical and Computer Engineering, University of Nebraska-Lincoln

Bob Phares, Board of Regents, District 7, North Platte
Rob Schafer, Board of Regents, District 5, Beatrice
Bryan Slone, President, Nebraska State Chamber of Commerce and
Industry, Omaha
Tanya Storer, Owner, Rocking J Ranch, Whitman
Barbara Weitz, Board of Regents, District 8, Omaha
Aya Yousuf, Student Regent, University of Nebraska at Omaha, Junior
Political Science and Economics major

RECOMMENDED: Timothy F. Clare, Chair
Board of Regents
University of Nebraska

DATE: June 13, 2019

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

MEETING DATE: June 28, 2019

SUBJECT: Interlocal agreement establishing the Nebraska Statewide Workforce & Educational Reporting System (NSWERS)

RECOMMENDED ACTION: Approve the interlocal agreement with the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, the Nebraska Department of Labor and each of the six Nebraska Community Colleges to establish the NSWERS

PREVIOUS ACTION: None

EXPLANATION: LB 1071 (2010), codified at Neb. Rev. Stat. §§79-776, 85-110, 85-309 and 85-1511, required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the board of governors of each community college area to enter into a Memorandum of Understanding to adopt a policy to share student data. The resulting Memorandum of Understanding for Sharing of Student Data between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges and the Nebraska Community Colleges established an agreement “to share student data for the purposes of evaluation and research related to public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska” and is attached as Exhibit “A.” The Agreement attached as Exhibit “B” hereto will create a joint entity among the original signatories to the MOU and the Nebraska Department of Labor pursuant to the Interlocal Cooperation Act (Neb. Rev. Stat. §13-801 et seq.).

The purpose of this interlocal agreement is to provide for a phased (preparation and implementation phase) undertaking to create a joint entity known as NSWERS. The joint entity will operate under the name of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS). NSWERS will exist to provide optimized and secured access to accurate and reliable longitudinal student information to analysts and researchers to discover those policies, processes, and practices across students’ academic involvement and transition into the workforce that best improve student outcomes. It is important to note that the parties to the interlocal agreement have been informally developing and sharing many common data elements since 2010.

NSWERS will engage in activities including, but not limited to, overseeing and directing the operations, maintenance, and reporting of data from a prekindergarten through workforce (PK-20W) data warehouse. NSWERS shall further define, and may expand upon, the data to be shared and establish appropriate guidance for its use as well.

The preparation phase begins with the execution by each Party of the Agreement attached as Exhibit "B". Preparation phase activities include:

1. Creation of NSWERS as an independent administrative government entity under the Nebraska Interlocal Cooperation Act to continue and complete the planning, design and approval of the data system used to accomplish the tasks above;
2. Proposal and approval of the initial annual budget for NSWERS;
3. Review and update of the initial annual budget with State of Nebraska and other funding sources for the implementation of NSWERS;
4. Risk management including appropriate insurance, indemnification and other provisions to assure that each Party is responsible for their own conduct without creating unnecessary joint and several exposures to liability.

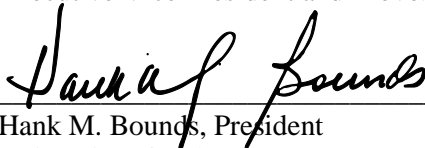
NSWERS implementation shall commence after the execution of the implementation attachment to the NSWERS agreement by each Party, which authorizes NSWERS to begin operation as a joint entity to provide optimized and secured access to accurate and reliable longitudinal student information.

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

PROJECT COST: Budget to be established during Phase I by the Executive Council.

SOURCE OF FUNDS: Sources to support the subsequent fiscal year are to be identified by the Parties by April 1st of the preceding year.

SPONSOR: Susan M. Fritz
Executive Vice President and Provost

RECOMMENDED: 

Hank M. Bounds, President
University of Nebraska

DATE: May 17, 2019

NEBRASKA P-20W

NSWERS AGREEMENT ESTABLISHING THE NEBRASKA STATEWIDE WORKFORCE & EDUCATIONAL REPORTING SYSTEM (NSWERS)

The parties to this Agreement are the Nebraska State Board of Education (Board of Education), the Board of Regents of the University of Nebraska (University), the Board of Trustees of the Nebraska State Colleges (State Colleges), the Nebraska Department of Labor (Department of Labor) and each of the six Nebraska Community Colleges (Central, Mid Plains, Metropolitan, Northeast, Southeast, and Western) (Community Colleges). The Parties are all public agencies within the meaning of Nebraska Revised Statutes §13-803.

I. PURPOSE

LB 1071 (2010) required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the board of governors of each community college area to enter into a Memorandum of Understanding to adopt a policy to share student data. LB 1071 is codified in the Nebraska Revised Statutes (§85-110 (University of Nebraska); §85-309 (Nebraska State College System); §79-776 (Nebraska Department of Education); §85-1511 (Nebraska Community Colleges)). The resulting Memorandum of Understanding for Sharing of Student Data between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges (herein the “MOU”) established an agreement “to share student data for the purposes of evaluation of and research related to public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska” and is incorporated herein by reference and attached hereto as Exhibit “A”. Nebraska Revised Statutes §48-611 and §48-612 require the Commissioner of Labor to take all appropriate steps to facilitate employment of individuals in Nebraska, assist in the vocational training of students, ensure accurate data concerning employment is maintained and to research and report on same. The joint entity created herein shall operate under the name of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) and shall supercede the MOU once executed by all parties to the agreement identified in Article III herein.

The purpose of this Agreement is to provide for a phased (preparation and implementation phase) undertaking to create a joint entity known as NSWERS. NSWERS will exist to provide optimized and secured access to accurate and reliable longitudinal student information to analysts and researchers to discover those

policies, processes, and practices across students' academic involvement and transition into the workforce that best improve student outcomes.

NSWERS shall engage in activities including, but not limited to, overseeing and directing the operations, maintenance, and reporting of student data from the prekindergarten through postsecondary and workforce data warehouses. NSWERS shall further define, and may expand upon, the data to be shared and establish appropriate guidance as well.

II. DEFINITION OF TERMS

The following terms shall have the following meanings unless the context or use indicates or requires another or different meaning or intent.

“NSWERS” shall mean the joint entity organized and operated pursuant to this Agreement, the full name of which is: Nebraska Statewide Workforce & Educational Reporting System.

“Executive Council” shall mean the Executive Council of NSWERS appointed as provided in Section IV hereof.

“Party” shall mean the Board of Education, University, Department of Labor, State Colleges and Community Colleges.

“Executive Council Member” shall mean a member of the Executive Council of the NSWERS.

“System” shall mean the rules, procedures, protocols, networks, software, hardware, principles, goals, guidance, and other instrumentalities used by NSWERS to fulfill the Purpose in Article I.

III. PARTIES TO THIS AGREEMENT

The only Parties to this Agreement shall be the Board of Education, University, Department of Labor, State Colleges, and each of the six Community Colleges.

IV. PHASED ESTABLISHMENT OF NSWERS

A. Phases. The Parties Agree that the initial execution of this Agreement initiates only the Preparation Phase portions of this Agreement and that the execution of the supplement to this Agreement in the form as attached in Exhibit B

executed by all of the Parties is required to initiate the Implementation Phase of this Agreement.

B. Joint Entity. This agreement creates a joint administrative entity consistent with the provisions of Nebraska Revised Statute § 13-804(6) to be known as NSWERS. NSWERS shall be subject to the control of the Parties within the meaning of §13-804(6). NSWERS shall constitute a separate administrative entity, exercising the public powers granted by this Agreement and acting on behalf of the Parties. Each Party agrees to participate and engage in the phased activities of NSWERS as provided in this Agreement.

C. Preparation Phase begins with the execution of this Agreement by each Party and includes (i) the creation of NSWERS as an independent administrative government entity under the Nebraska Interlocal Cooperation Act to continue and complete the planning, design and approval of the System used for the purposes provided in Article I; (ii) proposal and approval of the initial annual budget for NSWERS; (iii) reviewing and updating the initial annual budget with the State of Nebraska and other funding sources for the Implementation of NSWERS; and (iv) risk management including appropriate insurance, indemnification and other provisions to assure that each Party is responsible for their own conduct without creating unnecessary joint and several exposures.

D. Implementation Phase shall include the execution of Exhibit B to this Agreement by each Party authorizing NSWERS to begin operation as a joint entity to provide optimized and secured access to accurate and reliable longitudinal student information for the purposes provided in Article I.

E. The Executive Council shall consist of five (5) members comprised of the following:

- Commissioner of Education
- President of the University of Nebraska
- Commissioner of Labor
- Chancellor of the Nebraska State College System
- A President of one of the Nebraska Community Colleges

F. Executive Council Members other than the Nebraska Community College representative shall be appointed for such terms as shall be specified in the appointment and until their successors are appointed. The intent of the Parties is for Executive Council Members to serve for so long as they remain in their official capacity as stated in IV(B). The Nebraska Community College representative shall be elected by majority vote of the Presidents of participating Nebraska Community Colleges signatory to this document. Initial election of the representative for the Nebraska Community Colleges shall take place as soon as practicable after

execution of this Agreement and no later than January 15th of each calendar year thereafter.

G. Executive Council Members shall serve without compensation from NSWERS.

H. A vacancy on the Executive Council shall be filled by the Party whose position on the Executive Council is vacant.

I. No Executive Council Member shall be eligible to vote during any period of time that the Party such Executive Council Member represents is in default on any amount owed to the NSWERS. During the existence of such default, the vote or votes of the Executive Council Members representing such Party shall not be counted as eligible votes for any purpose of this Agreement, or for the determination of a quorum to transact business.

V. POWERS AND DUTIES OF NSWERS

The powers and duties of the NSWERS shall include all powers which the Interlocal Cooperation Act confers upon the NSWERS to the extent that such powers are consistent with the purposes specified in Article I hereof and the Bylaws of NSWERS.

VI. FINANCIAL MATTERS

A. NSWERS shall not be operated for profit, but shall be operated in such manner as shall enhance the missions and welfare of the Parties. NSWERS shall operate on a fiscal year from July 1 to June 30 and shall establish an operating budget which shall include all revenue of every type and description and expenses of every type and description. Each Party shall pay for contracted services and shall make payments therefore as provided in such contract.

B. The Executive Council shall prepare and distribute to each Party on April 1 of each year a written estimate of the revenues and expenditures proposed for the subsequent fiscal year. Included within the written estimate of revenues and expenditures shall be a recommended funding amount needed and the proposed source for the same. The proposed budget must be unanimously approved by the voting members of the Executive Council. In the event all members do not unanimously approve the proposed budget on or before June 1 of each year, the Parties agree that the approved budget for the then-current fiscal year will be the budget for the subsequent fiscal year. In the event that unexpected conditions arise which cause any material increase to the overall budget, the Executive Council shall inform each Party in a timely manner. In the event that the Executive

Council deems it necessary to seek additional funds, assets, or administrative services from the Parties, such request will be submitted in writing and reviewed within the budgeting framework and time constraints of each Party. Each Party reserves its authorization, appropriation, and other powers to approve any requested additional funds, assets, or administrative services.

(1) The University of Nebraska hereby commits to serving as the administrative lead in pursuing external sources funding for the costs associated with the NSWERS system in the first three fiscal years immediately following the execution of this Agreement (beginning July 1, 2019). In the event that the recommended amount of funding is not secured, the University of Nebraska shall hereby commit to provide funding in an amount not to exceed Two Million Dollars (\$2,000,000) in fiscal year one and funding in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) in fiscal year two and three, all said amounts to be subject to reduction by the amount of any funding provided by interlocal parties or any external funding received in each fiscal year.

(2) The University of Nebraska shall hereby commit to provide funding in an amount not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000) per year for the purpose of continued funding and maintenance of the staffing and operating expenses associated with the operation of NSWERS beginning in the fourth fiscal year following execution of this Agreement. Said commitment shall be subject to reduction by the amount of any external funding received in any fiscal year and shall terminate in the event the recommended amount of funding to provide for the operation of NSWERS is secured from interlocal parties or external sources.

(3) Subsequent determinations regarding dedication of any funds or resources by any party will be based upon future grants, appropriations or other funding sources.

C. NSWERS shall keep or shall cause to be kept appropriate books and records with respect to all financial activities of the NSWERS. Such books and records will be available for inspection by any Party.

VII. DURATION

This Agreement shall become effective upon execution by the Parties hereto and shall continue in effect indefinitely until it is terminated as herein provided.

VIII. TERMINATION AND DISPOSITION OF PROPERTY

At any time during which the NSWERS shall not have outstanding any bonds, notes or other evidences of indebtedness, this Agreement may be terminated by the unanimous action of the Parties and the NSWERS may be dissolved or liquidated.

Upon dissolution or liquidation, general assets of the NSWERS shall be sold and the proceeds thereof distributed to the Parties as determined by the Executive Council. Institutional or agency data submitted to NSWERS shall remain the property of the submitting institution or agency and is not a general asset of the entity. Institutional or agency data submitted to NSWERS shall be returned to the submitting institution or agency upon dissolution or liquidation of the entity; however, in the event return of submitted data is not feasible, said data shall be destroyed in a manner compliant with prevailing industry standard techniques. Data products derived from submitted data and reliant on personally identifiable information shall likewise be returned to the submitting institution or agency or shall be destroyed.

IX. MISCELLANEOUS

A. Entire Agreement; Amendment. This Agreement, the Articles of NSWERS and the Bylaws contain the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. All prior agreements and understandings between the Parties are hereby superseded. No amendment, deletion or addition shall be made to this Agreement except as agreed upon by all Parties in writing.

B. Governing Law. This Agreement shall be governed by the laws of the State of Nebraska.

C. Conflict of Interest. No officer, employee, or agent of any of the Parties shall have any personal pecuniary interest, direct or indirect, arising out of or related to this Agreement.

D. Severability. The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

E. Nondiscrimination. No Party will discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because

of the race, color, national origin, sex, sexual orientation, gender identity, marital status, disability, religion or age of the employee or applicant.

F. Hold Harmless. To the extent allowed by law, each Party (the “Indemnifying Party”) shall assume all risk of loss and hold the other Parties, their employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Indemnifying Party, its employees, agents, assignees or legal representatives.

G. Insurance. The Parties agree to separately maintain self-insurance coverage or a policy of general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

G. Headings. The captions or headings in this Agreement are for reference only and do not define, describe, extend, or limit the scope or intent of the Agreement.

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

I. Notice. All notices, consents, approvals, demands, requests or other communications required or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent to the person(s) and address(es) set forth below via certified mail, hand delivery, overnight courier, or facsimile transmission (to the extent a facsimile number is set forth below). All such notices shall be effective when received.

If to Board of Education: Nebraska Department of Education
c/o Commissioner of Education
301 Centennial Mall South, 6th Floor
P.O. Box 94987
Lincoln, NE 68509-4987

with a copy to: Nebraska Department of Education
c/o Office of Legal Services
301 Centennial Mall South, 6th Floor
P.O. Box 94987
Lincoln, NE 68509-4987

If to the University: University of Nebraska
c/o President
3835 Holdrege Street
P.O. Box 830743
Lincoln, NE 68583

with a copy to: University of Nebraska
c/o Office of General Counsel
3835 Holdrege Street
P.O. Box 830743
Lincoln, NE 68583

If to State Colleges: Nebraska State College System
c/o Chancellor
1327 H Street, Suite 200
Lincoln, NE 68508

with a copy to: Nebraska State College System
c/o Office of General Counsel
1327 H Street, Suite 200
Lincoln, NE 68508

If to Department of Labor: Nebraska Department of Labor
c/o Commissioner
550 South 16th Street
Lincoln, NE 68508

with a copy to: Nebraska Department of Labor
c/o Office of General Counsel
550 South 16th Street
Lincoln, NE 68508

If to Central CC: Central Community College
c/o College President
3134 W. Highway 34
P.O. Box 4903
Grand Island, NE 68802-4903

with a copy to: Central Community College
c/o Vice President for Administrative Services
3134 W. Highway 34
P.O. Box 4903
Grand Island, NE 68802-4903

If to Metropolitan CC: Dr. Randy Schmailzl
College President
Metropolitan Community College
P.O. Box 3777
Omaha, NE 68164

with a copy to: James R. Thibodeau
Associate Vice Chancellor for Compliance
and General Counsel
Metropolitan Community College
P.O. Box 3777
Omaha, NE 68164

If to Mid-Plains CC: Dr. Ryan Purdy
President
Mid-Plains Community College
601 W. State Farm Road
North Platte, NE 69101

with a copy to: Michael Steele
Vice President of Administrative Services
Mid-Plains Community College
1101 Halligan Drive
North Platte, NE 69101

If to Northeast CC: Northeast Community College
c/o Office of the President
801 East Benjamin Avenue
Norfolk, NE 68701

with a copy to: Northeast Community College
c/o Office of the Executive Vice President
801 East Benjamin Avenue
Norfolk, NE 68701

If to Southeast CC: Southeast Community College
c/o Office of the President
301 South 68th Street Place
Lincoln, NE 68510

with a copy to: Perry Law Firm
c/o Rex R. Shultze
233 South 13th Street, Suite 1400
Lincoln, NE 68508

If to Western NE CC: Western Nebraska Community College
c/o Office of the President
1601 East 27th Street
Scottsbluff, NE 69361

with a copy to: Dr. Nino Kalatozi
Western Nebraska Community College
1601 East 27th Street
Scottsbluff, NE 69361

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers this ____ day of _____, 2019.

ATTEST:

**THE NEBRASKA STATE BOARD
OF EDUCATION:**

By: _____

By: _____

Commissioner

ATTEST:

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

By: _____

By: _____

President

ATTEST:

**THE NEBRASKA DEPARTMENT
OF LABOR:**

By: _____

By: _____
Commissioner

ATTEST:

**THE BOARD OF TRUSTEES OF
THE NEBRASKA STATE COLLEGES**

By: _____

By: _____
Chancellor

ATTEST:

**THE BOARD OF GOVERNORS OF
CENTRAL COMMUNITY COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
METROPOLITAN COMMUNITY
COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
MID-PLAINS COMMUNITY COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
NORTHEAST COMMUNITY COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
SOUTHEAST COMMUNITY COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
WESTERN NEBRASKA COMMUNITY
COLLEGE**

By: _____

By: _____
President

EXHIBIT "A"

Memorandum of Understanding for Sharing of Student Data
between the Nebraska Department of Education, the University of Nebraska,
the Nebraska State Colleges, and the Nebraska Community Colleges

The Nebraska State Board of Education, the Board of Regents for the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the Board of Governors for each Community College Area (hereinafter "Organizations") agree to share student data for the purposes of evaluation of and research related to public prekindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska.

The Organizations agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined by the federal Family Education Rights and Privacy Act (FERPA) and any other applicable federal or state laws and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student. FERPA permits student information to be used by state educational authorities for the purposes of the evaluation of state or federally supported education programs, and/or conducting research for or on behalf of the state supported schools to improve education.

The Organizations agree to share certain student data under the following stipulations:

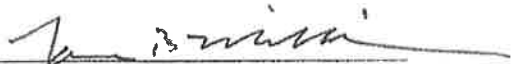
1. The Organizations agree to provide individual student data including, but not limited to; demographic, enrollment and completion/degree information.
2. The data, including any personally identifiable student information, will be used for the purposes of evaluating the state's education system, including the prekindergarten through postsecondary levels, and researching the same to improve instruction and education, to align resources to strategic objectives, to inform educational policy development, and to ascertain the attainment of state educational goals.
3. The student data will be maintained in a secure environment by the Organizations and shall not be shared with other parties, entities, or state agencies except as provided herein.
4. The individual student data will not be released outside any of the participating Organizations unless otherwise permitted by law.
5. The participating Organizations will maintain a record of those individuals who are allowed access to the data and shall assure that each person is fully cognizant of the restrictions placed upon use of the data and the restrictions upon its disclosure.

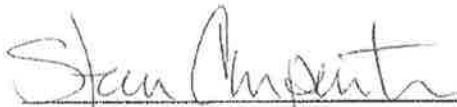
6. The participating Organizations will limit access to student data to those authorized officials, employees and agents of a participating Organization who require the data to develop, share, maintain, analyze and evaluate information for the purposes outlined in this agreement.
7. No external release of reports or information based on the data will include any information that is determined to likely constitute personally identifiable information from an education record of a student unless such release is allowed by FERPA.
8. No compensation will be exchanged between the Organizations for participation in this agreement.
9. The Nebraska Department of Education will maintain the prekindergarten through postsecondary data warehouse to carry out the purposes of this agreement.
10. The Organizations agree that decisions related to the creation, operations, maintenance, and reporting of student data from the prekindergarten through postsecondary data warehouse will be carried out by the data governing council created herein with the following representation:
 - a. Commissioner of Education, or his or her designee;
 - b. President of the University of Nebraska, or his or her designee;
 - c. Chancellor of the Nebraska State College System, or his or her designee; and
 - d. The Executive Director of the Nebraska Community College Association or successor organization, or his or her designee.


The data governing council shall further define, and may expand upon, the data to be shared. Any reports generated with data from the data warehouse will be reviewed by the data governing council prior to their release. The data governing council will establish appropriate guidance and a process regarding timely submission of data release reports so that adequate time is allowed for review of any report prior to the release date of a report.


11. This agreement shall take effect upon completion of signatures and remain in effect unless amended by all the Organizations.

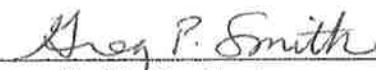

Kandy Ines, President
Nebraska State Board of Education

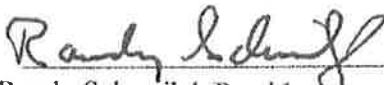

James B. Milliken, President
University of Nebraska



Stan Carpenter, Chancellor
Nebraska State Colleges


Dr. Jack Huck, President
Southeast Community College


Dr. Bill Path, President
Northeast Community College


Dr. Greg Smith, President
Central Community College


Randy Schmailzl, President
Metropolitan Community College


Dr. Michael Chipps, President
Mid-Plains Community College



Richard Douglas, Attorney
Western Nebraska Community
College

EXHIBIT "B"

ATTACHMENT TO NSWERS AGREEMENT ESTABLISHING THE NEBRASKA
STATEWIDE WORKFORCE & EDUCATIONAL REPORTING SYSTEM
(NSWERS)

The undersigned, a public agency within the meaning of Nebraska Revised Statutes §13-803 executes the attached NSWERS Agreement Establishing the Nebraska Statewide Workforce & Educational Reporting System initiating the Implementation Phase this ____ day of _____, 20__.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers this ____ day of _____, 20__.

ATTEST:

**THE NEBRASKA STATE BOARD
OF EDUCATION:**

By: _____

By: _____
Commissioner

ATTEST:

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

By: _____

By: _____
President

ATTEST:

**THE NEBRASKA DEPARTMENT
OF LABOR:**

By: _____

By: _____
Commissioner

ATTEST:

**THE BOARD OF TRUSTEES OF
THE NEBRASKA STATE COLLEGES**

By: _____

By: _____

Chancellor

ATTEST:

**THE BOARD OF GOVERNORS OF
CENTRAL COMMUNITY COLLEGE**

By: _____

By: _____

President

ATTEST:

**THE BOARD OF GOVERNORS OF
METROPOLITAN COMMUNITY
COLLEGE**

By: _____

By: _____

President

ATTEST:

**THE BOARD OF GOVERNORS OF
MID-PLAINS COMMUNITY COLLEGE**

By: _____

By: _____

President

ATTEST:

**THE BOARD OF GOVERNORS OF
NORTHEAST COMMUNITY COLLEGE**

By: _____

By: _____

President

ATTEST:

**THE BOARD OF GOVERNORS OF
SOUTHEAST COMMUNITY COLLEGE**

By: _____

By: _____
President

ATTEST:

**THE BOARD OF GOVERNORS OF
WESTERN NEBRASKA COMMUNITY
COLLEGE**

By: _____

By: _____
President

NEBRASKA P-20W

NEBRASKA STATEWIDE WORKFORCE & EDUCATIONAL REPORTING SYSTEM (NSWERS)

NSWERS BYLAWS

ARTICLE I

ESTABLISHMENT OF JOINT ENTITY

Section 1.1. Establishment and Name. LB 1071 (2010) required the Nebraska State Board of Education, Board of Regents of the University of Nebraska, the Board of Trustees of the Nebraska State Colleges, and the board of governors of each community college area to enter into a Memorandum of Understanding to adopt a policy to share student data. LB1071 is codified in the Nebraska Revised Statutes (§85-110 (University of Nebraska); §85-309 (Nebraska State College System); §79-776 (Nebraska Department of Education); §85-1511 (Nebraska Community Colleges)). The resulting Memorandum of Understanding for Sharing of Student Data between the Nebraska Department of Education, the University of Nebraska, the Nebraska State Colleges, and the Nebraska Community Colleges (herein the “MOU”) established an agreement “to share student data for the purposes of evaluation of and research related to public pre-kindergarten, elementary, secondary, and postsecondary education to improve education in Nebraska” and is incorporated herein by reference. Nebraska Revised Statutes §48-611 and §48-612 require the Commissioner of Labor to take all appropriate steps to facilitate employment of individuals in Nebraska, assist in the vocational training of students, ensure accurate data concerning employment is maintained and to research and report on same. The data governing council created herein shall operate under the name of the Nebraska Statewide Workforce & Educational Reporting System (NSWERS).

Section 1.2 Definitions.

Section 1.2.1 “President” shall mean the President of NSWERS as appointed pursuant to Section 4.2 herein.

Section 1.2.2 “Vice President” shall mean the Vice President of NSWERS as appointed pursuant of Section 4.3 herein.

Section 1.3. Members of NSWERS. The membership of NSWERS shall include signatories to the MOU and the Nebraska Department of Labor (herein the “Participating Agencies”). The initial membership of NSWERS is identified on Exhibit “A” attached hereto.

Section 1.4. New Members. Prospective members of NSWERS may be nominated by any Participating Agency, and new members will be added with unanimous approval by NSWERS Executive Council.

Section 1.5. Powers and Duties. NSWERS shall make decisions related to the creation, operations, maintenance, and reporting of student data from the prekindergarten through postsecondary and workforce data warehouses. NSWERS shall further define, and may expand upon, the data to be shared and establish appropriate guidance.

Section 1.6. Principal Office. The principal office of NSWERS is the University of Nebraska Central Administration, 3835 Holdrege Street, Lincoln, Nebraska 68583-0743. Meetings shall be conducted at the President of NSWERS’ institutional offices or as the Executive Council members may designate from time to time.

ARTICLE II EXECUTIVE COUNCIL AND COMMITTEES

Section 2.1. Executive Council Membership. The Participating Agencies shall be represented by a council of five (5) representative members comprised of the Commissioner of Education, President of the University of Nebraska, Commissioner of Labor, Chancellor of the Nebraska State College System, and a President of one of the Nebraska Community Colleges (herein the “Executive Council”). The representative for the Nebraska Community Colleges shall be elected by majority vote of the Presidents of participating Nebraska Community Colleges signatory to the Agreement establishing NSWERS. Initial election of the representative for the Nebraska Community Colleges shall take place as soon as practicable after execution of the NSWERS Agreement and no later than January 15th of each calendar year thereafter.

Section 2.2. Duties. Subject to Section 3.5 hereinafter elaborated, the Executive Council shall define and prioritize the high-level objectives, policies and operating

parameters of NSWERS. Specific duties include: maintain overall responsibility and authority over NSWERS; designate a President, Vice-President and Secretary-Treasurer; secure funding, resources and support for the NSWERS system and staff; approve the budget and annual plan for NSWERS; approve NSWERS policies and procedures; establish expectations and priorities for the research agenda; solicit and organize non-voting members of the Advisory Committee; and appoint representatives.

Section 2.3. Term. Each Executive Council member shall hold membership until their successor is designated, elected or appointed by their respective Participating Agency or Agencies.

Section 2.4. Removal and Vacancies. Executive Council members may only be removed by their respective Participating Agency or Agencies. Any vacancies shall be promptly filled by designation, election or appointment of the respective Participating Agencies.

Section 2.5. Compensation. The Executive Council members shall not be compensated for their services.

Section 2.6. Committees of the Executive Council. NSWERS, by resolution of the majority of the Executive Council members at which a quorum is present, may establish committees that may exercise specific duties of NSWERS. Such committees shall at all times be subject to the direction and control of the Executive Council. Committee members shall be appointed by the affirmative vote of a majority of the Executive Council members present. A majority of members of any committee shall constitute a quorum for the transaction of business at a meeting of such committee. In other matters of procedure, the provisions of these Bylaws shall apply to committees and members thereof to the same extent they apply to the Executive Council. The designation of any committee and the delegation thereto of authority shall not operate to relieve NSWERS of any responsibility of NSWERS.

Section 2.6.1 Advisory Committee. NSWERS shall have a standing advisory committee of stakeholders comprised of membership selected from outside of the Participating Agencies to make recommendations to inform NSWERS' objectives (herein the "Advisory Committee"). The Advisory Committee shall be subject to the provisions of Section 2.6 above.

Section 2.6.2 Management Committee. NSWERS shall have a standing management committee comprised of representative members of NSWERS responsible for operational management and advancing NSWERS' agenda and initiatives at the direction of the Executive Council (herein the "Management Committee"). The Management Committee shall be subject to the provisions of Section 2.6 above.

Section 2.6.3 Technology Committee. NSWERS shall have a standing technology committee responsible for architecting and governing the data warehouse and the connection to data sources at the direction of the Management Committee (herein the "Technology Committee"). The Technology Committee shall be subject to the provisions of Section 2.6 above.

Section 2.6.4 Research Review Committee. NSWERS shall have a standing research review committee responsible for reviewing research requests within the context of the research agenda at the direction of the Management Committee (herein the "Research Review Committee"). The Research Review Committee shall be subject to the provisions of Section 2.6 above.

Section 2.6.5 Other Committees. Additional committees having and exercising the authority of NSWERS may be established by the Executive Council as set forth in Section 2.6.

ARTICLE III MEETINGS OF NSWERS

Section 3.1. First Meeting. The Commissioner of the Nebraska Department of Education shall convene the first meeting of the Executive Council.

Section 3.2. Regular Meetings. The Executive Council shall meet at least two times annually. Meetings shall be held at the President's institutional offices or at such other place the Executive Council may designate.

Section 3.3. Special Meetings. Special meetings may be called from time to time with the approval of the President and Vice President of NSWERS.

Section 3.4. Notice of Meetings. Notice of the time and place of regular and special Executive Council meetings will be given to the membership by electronic mail and

published on NSWERS' web page. NSWERS will comply with the applicable provision of the Open Meetings Act (Nebraska Revised Statutes §§84-1407 to 84-1414) for all Executive Council regular or special meetings.

Section 3.5. Quorum. A majority of the representative members shall constitute a quorum for the transaction of business of any meeting of the Executive Council. An affirmative vote of a majority of all members of the Executive Council qualified to serve and vote at said time shall be required for the adoption of any resolution unless otherwise provided by law or these Bylaws. In all other matters a majority of those present at the meeting shall control action of NSWERS.

Section 3.6. Acts of NSWERS. Except as otherwise required by Nebraska law or specified in these Bylaws, NSWERS shall take action by the affirmative vote of the majority of the representative members comprising the Executive Council, who shall be entitled to one (1) vote on each matter submitted to a vote.

Section 3.7. Presumption of Assent. A member of the Executive Council who is present at a meeting of the Executive Council at which action on any matter is taken shall be presumed to have assented to the action taken unless their dissent is entered in the minutes of the meeting or unless they file a written dissent with the President.

ARTICLE IV OFFICERS OF NSWERS

Section 4.1 Number. The officers of NSWERS shall be a President, Vice President, and Secretary-Treasurer, and such other officers as the Executive Council may deem appropriate.

Section 4.2. President of NSWERS. There shall be a President of NSWERS who shall serve for two years and rotate among the Nebraska Department of Education, the University of Nebraska, the Nebraska Department of Labor, the Nebraska State Colleges, and the Nebraska Community Colleges. The President shall be the principal executive officer of NSWERS and shall preside at all meetings of the Executive Council. Establishment of the order of rotation shall be conducted in accordance with Section 3.5 herein.

Section 4.3 Vice President. The Vice President shall be the member who will serve as President in the next two-year term. In the absence of the President, or in the event of his or her refusal to act, the Vice President shall perform the duties of the President and, in general perform all the duties incident to the office of Vice President as the Executive Council may assign.

Section 4.4 Secretary-Treasurer. The Secretary-Treasurer shall be elected by the Executive Council at its initial meeting. The Secretary-Treasurer shall maintain minutes of the proceedings of the Executive Council; see that all notices are given in accordance with these Bylaws or as required by law; shall be the custodian of all books, records, papers, and property of NSWERS; shall have charge of custody and be responsible for all funds of NSWERS; and in general shall perform all the duties incident to the office of Secretary-Treasurer and such other duties as the Executive Council may assign.

Section 4.5 Term of Service. The term of service of the officers shall be two years.

Section 4.6 Compensation. Officers of NSWERS shall not be compensated for their service.

ARTICLE V CONTRACTS, CHECKS, AND DEPOSITS

Section 5.1 Contracts. The Executive Council may authorize any officer or agent of NSWERS to enter into any contract or execute and deliver any instrument in the name of and on behalf of NSWERS, and such authority may be general or confined to specific instances.

Section 5.2 Checks, Drafts, and Orders for the Payment of Money. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of NSWERS shall be signed by such officer or officers, agent or agents of NSWERS and in such a manner as shall from time to time be determined by resolution of the Executive Council. In the absence of such determination by the Executive Council, such instruments shall be signed by the President of NSWERS.

Section 5.3 Deposits. All funds of NSWERS shall be deposited and be secured in the same manner as public funds to the credit of the NSWERS in such banks or banks as the Executive Council may select.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1. Amendments. These Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of the majority of the representative members at any regular or special meeting, provided that at least ten (10) days written notice is given of the intention to adopt new Bylaws or alter, amend or repeal the existing Bylaws at such meeting.

Section 6.2. Records. NSWERS shall keep records and minutes of the proceedings of the meetings and actions of the Executive Council and of the committees of the Executive Council. The minutes of each meeting shall be reviewed and approved at each regular meeting of the Executive Council. If a special meeting occurs, minutes of that meeting shall be reviewed and approved at the next regular meeting of the Executive Council. The records and minutes of the Executive Council shall be available on NSWERS web page.

Section 6.3. Resolution of Inconsistencies. In the Event of a conflict or inconsistency between the NSWERS Agreement establishing the Nebraska Statewide Workforce & Educational Reporting System (NSWERS) and the terms of the NSWERS Bylaws created herein, the Agreement establishing NSWERS shall govern.

Approved and adopted by unanimous action of the NSWERS Executive Council present on _____, 2019.

NSWERS

Commissioner of Education

University of Nebraska,
President

Commissioner of Labor

Nebraska State College System,
Chancellor

Nebraska Community College
Representative

EXHIBIT A
**MEMBERS OF THE NEBRASKA STATEWIDE WORKFORCE &
EDUCATIONAL REPORTING SYSTEM (NSWERS)**

Nebraska Department of Education

University of Nebraska

Nebraska Department of Labor

Nebraska State College System

Central Community College

Metropolitan Community College

Mid-Plains Community College

Northeast Community College

Southeast Community College

Western Nebraska Community College

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

MEETING DATE: June 28, 2019

SUBJECT: Deletion of the Bachelor of Science (BS) in Electronics Engineering in the Department of Electrical and Computer Engineering in the College of Engineering at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to delete the Bachelor of Science in Electronics Engineering in the Department of Electrical and Computer Engineering in the College of Engineering at UNL

PREVIOUS ACTION: October 25, 1996 – The Board approved the establishment of an undergraduate degree program leading to the Bachelor of Science in Electronics Engineering.

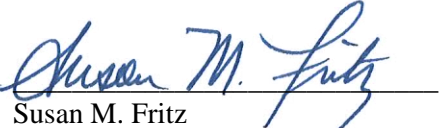
EXPLANATION: Rapid development in electronics has left the Electronics Engineering degree program outdated. The Electrical Engineering degree program offered by the UNL Department of Electrical and Computer Engineering serves in place of the Electronics Engineering program. Three students in the program were moved to Electrical Engineering and three faculty positions (all vacant) were eliminated.

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

PROGRAM SAVINGS: \$350,000 (two tenured faculty lines and one professor of practice line – all vacant – were eliminated in the 2018 budget reduction)

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Creation of the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval is requested to create the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications at UNL

PREVIOUS ACTIONS: January 27, 2017 – Expedited approval of the UNL Public Relations and Social Media Graduate Certificate was approved by President Bounds and reported to the Board.

June 18, 1982 – The Board approved the Master of Professional Accounting degree program in the Graduate College of the University of Nebraska.

May 16, 1975 – The Board approved the Master of Arts degree program in Journalism at UNL.

June 9, 1962 – The Board approved the program leading to a Master of Business Administration degree at UNL.

EXPLANATION: Business journalists, investor-relations professionals, and students aspiring to careers in these and related areas would benefit from advanced training in journalism and business. The proposed cross-disciplinary, 12 credit-hour online graduate certificate in Financial Communications provides coursework in these specialized areas. No new courses, faculty, or staff would be required to offer the certificate.

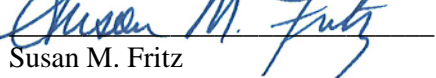
This proposal has been approved by the Council of Academic Officers and the Executive Graduate Council. This proposal also has been reviewed and recommended for approval by the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSORS: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

UNL Financial Communications Graduate Certificate Proposal

I. Basic Program Descriptive Information

Proposing Institution:	University of Nebraska-Lincoln
Title of Proposed Program:	Financial Communications
Degree/Credential to be awarded:	Graduate Certificate
Other similar programs offered:	Certificate in Public Relations and Social Media, Master's Degrees in Journalism, Business Administration and Public Accounting
Responsible Department or Unit:	College of Business, College of Journalism and Mass Communications
Type of Delivery:	Online
Anticipated date of implementation:	Fall 2019
CIP code associated with the program:	09.99
Date Approved by Board:	

Description: Business journalists and investor-relations professionals in Nebraska and outside, as well as students aspiring to careers in these areas and in related ones, would benefit from advanced training in journalism and business. We, therefore, propose a cross-disciplinary certificate that would provide coursework in these specialized areas. The proposed Online Graduate Certificate in Financial Communications requires a total of 12 credits including two 3-credit courses from the College of Journalism and Mass Communications and two 3-credit courses from the College of Business.

A. Centrality to Role and Mission

Business journalism and investor relations, a fast-growing subset of corporate public relations, are demanding fields that require advanced training for both new entrants and mid-career professionals. The College of Business and the College of Journalism and Mass Communications now separately provide graduate training useful to practitioners in these areas, particularly in programs that lead to master's degrees in either business or journalism. We intend to join forces to provide such training in a single program that would allow students to take existing courses in each of our colleges and, as a result, to earn a certificate that would aid in their professional advancement. This proposal would align our missions in training both novices and mid-career professionals in vital skills in business and in communications. This proposal supports the UNL goal of increasing student enrollment to 29,000 to 32,500 students (Ronnie D. Green, Chancellor, State of the University Address, September 2017), with a greater emphasis placed on increasing graduate enrollment (Ronnie D. Green, Chancellor, State of the University Address, September 2016). In addition, the online nature of this program supports the University of Nebraska's 2014-2016 Strategic Planning Framework (<http://www.nebraska.edu/docs/StrategicFramework.pdf>) in its charge to "Expand distance education programs, taking advantage of university-wide marketing and efficiencies and campus role and mission, strengths and entrepreneurship." That document directs the university to "...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."

Furthermore, this initiative supports the longstanding mission of the University of Nebraska "to afford the inhabitants of the state with the means of acquiring a thorough knowledge of the various branches of literature, science, and the arts." (<http://www.nebraska.edu/history-mission.html>). It also responds to the charge of the Coordinating Commission for Postsecondary Education that "Nebraska's postsecondary institutions will be student-centered, create inclusive environments that foster student success, and offer lifelong learning opportunities that are responsive to students' and workforce needs." Finally, it reflects the commission's determination that "Postsecondary education in Nebraska will be responsive to the workforce development and ongoing training needs of employers and industries to build and sustain a knowledgeable, trained, and skilled workforce in both rural and urban areas of the state." (Nebraska's Coordinating Commission for Postsecondary Education, Comprehensive Statewide Plan for Postsecondary Education, revised 2016, <https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/COMP%20PLAN-updated%20October%202018.pdf>)

B. Evidence of Need and Demand

1. Need for the program

Employers in Nebraska and outside the state, in both media and non-media organizations, need professionals who can communicate well. Media organizations that cover business and economic news need writers and content-producers who can report intelligently,

thoroughly and fairly, who can organize information well, and who can relay it clearly to their audiences and the public at large. Similarly, corporate employers need communicators with the skills that enable them to grasp and relay information generated by those organizations for the benefit of investors, regulators and the public. This program, which will be available to graduate students at both colleges as well as to certificate-seeking persons who are not part of such programs, will train these participants in the skills such employers require. We expect that this certificate will attract professionals who would pursue solely the certificate, as well as some who will go on to pursue master's degrees at either college.

The certificate represents a collaboration between colleges that will provide students with skills and knowledge that meet professional expectations. Both colleges already serve students interested in or involved in careers in journalism, public relations, investor relations and business. This certificate program includes coursework relevant to those areas. More broadly, the University serves students interested in or involved in these areas, as well. Both the colleges and, more broadly, the University aim to serve students who would find the coursework and the skills conveyed useful.

The market for this program includes people who are involved in careers in journalism, public relations, investor relations or business, as well as those who are considering careers in those areas. As an online program, this will appeal particularly to people who are working in the relevant areas and seek additional knowledge and certification to advance their careers. Employers may also find it desirable to send their employees for this training and certification.

As Susan K. Wilkinson, executive vice president and chief financial officer of Ameritas Mutual Holding Co., wrote in a letter supporting this program: "Communicating financial information is a clear, relatable matter for broad audiences is not simple. There is a real need for professional communicators with the knowledge and skills to communicate financial results to associates, board members, business partners and the public."

Similarly, Tom Contiliano, chief of client relations at Bloomberg News, wrote: "The four-course regimen proposed for the Financial Communications certificate, drawing on classes offered at both the journalism and business colleges at UNL, would give students a solid grounding that would be of value to use and to other employers. Media organizations and corporations in Nebraska and outside would benefit greatly by having employees with the skills this certificate would provide."

And Bradley Davis, business editor of the Omaha World-Herald, echoed the theme. He wrote: "Such courses are vital for aspiring business journalists and would be helpful, too, to students who plan to work in companies in positions where they speak to such journalists."

2. Demand for the Certificate Program

The College of Journalism and Mass Communications and the College of Business polled graduate students at both schools in 2015, collecting responses from 59 grad students, including 33 pursuing MBA degrees and 21 pursuing master's degrees at the journalism college. In all, 69 percent of them said they would be "interested," "mostly interested" or "completely interested" in taking courses that would demonstrate to employers that they specialized in financial communications. Some 95 percent of the students responding to our survey said that training in financial communications would be "valuable," "very valuable" or "essential" to careers in business and financial communications and in a career in business and economic journalism.

Then, in the fall of 2017, the College of Business commissioned an outside firm, EAB Strategic Research, to gauge demand in the marketplace for financial communications professionals. By examining job postings with such keywords as director of finance, finance manager and senior financial analyst, EAB found that demand for master's level financial communications professionals at that point in time alone totaled 5,273 postings. This survey did not include job postings in investor relations, corporate public relations, or business journalism, all of which are additional employment areas in which our certificate would be a desirable credential.

C. Adequacy of Resources

I. Faculty and Staff Resources

Both colleges have sufficient faculty and staff to support the courses proposed as part of the certificate program. Students would choose four out of five courses available in the program, including two courses from the College of Journalism and Mass Communications and two out of three offered by the College of Business. All these courses are now already offered by faculty and staff as part of existing curricula.

2. Physical Facilities

The proposed certificate will be offered online and will not require additional physical facilities.

3. Instructional Equipment and Informational Resources

The University of Nebraska-Lincoln provides access to computers, internet, cameras, software, web designers, IT assistance to its faculty and staff. In addition, the College of Business has instructional designers and a production studio and staff to support faculty in the development, production, and delivery of online courses. These resources are available to support the coursework offered as part of the Financial Communications certificate.

D. Avoidance of Unnecessary Duplication

No similar program is offered within Nebraska. Arizona State University offers a full online master's program, as opposed to a 12-hour certificate, in business journalism. NYU offers master's programs in business and economic reporting and in marketing and public relations for residential students and Northwestern offers a master's program in journalism in which residential students can specialize in technology and business coverage. Several other universities, including Columbia, Stanford, the University of Chicago and Harvard, offer highly selective residential mid-career programs focused on professional journalists that do not lead to degrees.

E. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

The Comprehensive Statewide Plan for Postsecondary Education describes the University of Nebraska-Lincoln as “the state’s principal provider of graduate-level programs.” This program falls squarely within that mission, offering graduate-level training in specialized financial and communications areas. Furthermore, the plan refers to the need for adults to have access to “lifelong learning and retraining opportunities to keep skills current to workplace needs,” an aim this program addresses by appealing both to people who have graduated recently from undergraduate programs and to those well into their careers who need additional skills. As the report notes, and letters of support for this program from Nebraska employers suggest, employers need skilled workers who can keep pace with “an explosion of knowledge and rapid technological change.” The coursework in this program will constantly be refreshed to keep students up to date.

In addition, the Comprehensive Statewide Plan notes that UNL and other public institutions must be “responsive to industry needs for technical, professional, and vocational skills and knowledge, providing programs, services and -- when appropriate -- specific certifications for both employees and management.” Employers of all sorts, both news organizations and those not in media business, need professionals who can communicate well with the various constituencies they serve. This program would provide such skills, equipping communications professionals in corporations to understand and disseminate complex financial information to investors, media companies and the public at large, and doing the same for business journalists whose professional obligation is similarly to grasp and disseminate such information.

The Financial Communications certificate curriculum was designed by faculty in both colleges to provide students with the knowledge and skills they would need to work as business journalists and investor-relations professionals. The proposed certificate requires a minimum of 12 credit hours and would include the following courses, each of which will be offered for eight weeks and will be offered online. A student would be able to earn the certificate in as little as one year:

From the College of Journalism and Mass Communications:

ADPR 850 – Public Relations Theory and Strategy OR
JGRD 819 – Graduate Reporting, Writing and Editing

JOMC 820 – Financial Communications

From the College of Business:

GRBA 808 – Introduction to Business Strategy

GRBA 809 – Financial Accounting OR
GRBA 811 – Managerial Finance

APPENDIX: Courses Description

***ADPR 850 – Public Relations Theory and Strategy**

This course teaches the philosophies and theories that underlie the discipline and profession of public relations. This includes the critical and supportive perspectives used to gain insight into the history and direction of public relations.

***JGRD 819 – Graduate Reporting, Writing and Editing**

This course teaches the basic principles and practices of reporting, writing and editing. It includes discussion of the ethical principles of journalism and the application of basic statistics in the development of news and feature work. Students learn or refine these skills through textbook study and practical experience covering events and reporting and writing feature and news stories.

JOMC 820 – Financial Communications

We explore financial communications through readings, videos, assignments and online class discussions. Students develop skills in understanding and writing about corporate, economic and business topics as journalists or as public relations professionals.

GRBA 808 – Introduction to Business Strategy

This course is designed to improve the student's ability to think strategically and to provide an intellectual framework that enables the student to make sense of corporate complexity and market uncertainty. This equips students to derive a competitive firm strategy, understand why firms choose to compete in certain businesses, understand which business strategies are successful in which environments, and understand how firms can change in response to dynamic environments.

****GRBA 809 – Financial Accounting**

This course equips students to master the basics of financial accounting and reporting. They develop expertise in the construction of financial statements and their interpretation for internal and external users of financial information.

****GRBA 811 – Managerial Finance**

This case-based course applies financial theory to business problems. Topics include financial statement analysis, working capital management, capital structure planning, cost of capital, and capital expenditure analysis

*Students would choose either ADPR 850 or JGRD 819.

**Students would choose either GRBA 809 or 811.

January 3, 2019

Joseph Weber
Associate Professor
Graduate Chair
College of Journalism and Mass Communications
University of Nebraska – Lincoln
Lincoln, NE 68588

Subject: Proposed Financial Communications Certificate

Dear Professor Weber,

On behalf of Ameritas, I am pleased to submit this letter of support for the proposed Financial Communications Certificate to be offered by the College of Journalism and Mass Communications and College of Business at the University of Nebraska – Lincoln.

I was excited to learn about this proposed certificate program. Communicating financial information in a clear, relatable manner for broad audiences is not simple. There is a real need for professional communicators with the knowledge and skills to communicate financial results to associates, board members, business partners and the public.

Ameritas is in the financial services industry and sells financial products to consumers. It takes time for even an excellent writer joining Ameritas to adapt to writing with a financial viewpoint with confidence and simplicity for many audiences, including our own associates.

Your proposed certificate program will address a workforce need I expect many companies face by providing educated and trained professionals ready to contribute to an organization's success. Thus, I anticipate that this proposed program will produce highly employable graduates in a wide variety of industries.

The education this certificate will provide also will benefit financial and business professionals who must be able to clearly explain their own work and provide context to audiences who are not familiar with what they do.

In summary, we strongly support your development of the financial communications certificate. If we can be a resource as you implement this program, please let me know.

Sincerely,



Susan K. Wilkinson
Executive Vice President, Chief Financial Officer and Treasurer
Ameritas Mutual Holding Company

19 November 2018

Professor Joseph Weber
College of Journalism and Mass Communications
University of Nebraska-Lincoln
238 Andersen Hall
Lincoln, NE 68588-0474

Subject: Proposed Certificate in Financial Communications

Dear Joe:

On behalf of Bloomberg News, I am pleased to submit this letter of support for the proposed Financial Communications Certificate to be offered by the College of Journalism and Mass Communications and the College of Business at the University of Nebraska-Lincoln.

As Chief of Client Relations at Bloomberg News, I was excited to learn about this proposed certificate. I have worked with UNL over the years as it has developed curricula for aspiring business journalists and investor relations staffers. Indeed, I have addressed such classes at UNL several times. I believe that such coursework is helpful to students who intend to cover business and economic news as well as to communicators for companies who speak to such journalists.

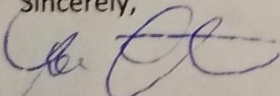
At Bloomberg, we have hosted interns who have taken such courses at UNL and we currently employ a young journalist who was trained in them. They provide the sort of background we look for in our interns and prospective employees.

The four-course regimen proposed for the Financial Communications certificate, drawing on classes offered at both the journalism and business colleges at UNL, would give students a solid grounding that would be of value to us and to other employers. Media organizations and corporations in Nebraska and outside would benefit greatly by having employees with the skills this certificate would provide. I expect that it will produce certificate-holders who would find their ways into lucrative positions.

The certificate would be valuable to graduate students, as well as to mid-career people who are seeking more training in business journalism and in assorted areas of management and communications. It would be relevant to those seeking such degrees as MBA and MPA degrees, as well as advanced journalism degrees, along with those who seek the certificate as a credential in its own right.

In summary, I strongly support the development of this certificate. If we at Bloomberg can be helpful in moving it forward and contributing to the curriculum, we are happy to do so. I look forward to seeing the effort come to fruition.

Sincerely,



Tom Contiliano

Bloomberg News
Charlottesville, VA

Omaha World-Herald

BRADLEY DAVIS
Business Editor

Nov. 29, 2018

Prof. Joseph Weber
College of Journalism and Mass Communications
University of Nebraska-Lincoln
Lincoln, NE 68588-0474

Dear Joe:

On behalf of the Omaha World-Herald, I am pleased to support the proposed Financial Communications Certificate to be offered by the College of Journalism and Mass Communications and the College of Business at the University of Nebraska-Lincoln.

As business editor, I find the proposed certificate intriguing. As you know, I discussed with you my role at the paper and our coverage in a recording you shared with students in an online Financial Communications course. Such courses are vital for aspiring business journalists and would be helpful, too, to students who plan to work in companies in positions where they speak to such journalists.

We at The World-Herald regularly welcome interns who cover all sorts of topics and many have gone on to join our staff. Those who learn the skills the certificate program would offer likely would have a leg up. Knowing something about business and financial coverage would be invaluable to them and helpful to us.

The four-course program you propose for the Financial Communications certificate would give students a solid grounding that would be of value to us and to other employers. Media organizations and corporations in Nebraska and outside would benefit greatly by having employees with such training.

It's easy to see how the certificate would be useful for both graduate students and mid-career people who want to hone their skills. The coursework would be relevant to those pursuing various degrees, whether in journalism or in the business college programs. The credential, as a standalone certification, would also be useful.

I very much endorse the development of this certificate. If we at The World-Herald can be helpful in advancing it, we are happy to do so. I look forward to seeing the effort come to fruition.

Sincerely,



1314 Douglas St., Suite 700 - Omaha, NE 68102 - (402) 444-1185 - bradley.davis@owh.com

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNL Financial Communications Graduate Certificate**

	(FY2019-20) Year 1		(FY2020-21) Year 2		(FY2021-22) Year 3		(FY2022-23) Year 4		(FY2023-24) 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 Financial Communications Graduate Certificate**

	(FY2019-20) Year 1	(FY2020-21) Year 2	(FY2021-22) Year 3	(FY2022-23) Year 4	(FY2023-24) Year 5	Total
	Reallocation of Existing Funds					
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees	\$37,628	\$75,255	\$150,510	\$150,510	\$150,510	\$564,413
Other Funding						\$0
Total Revenue	\$37,628	\$75,255	\$150,510	\$150,510	\$150,510	\$564,413

	Number of Students	Total Credit Hours/Yr CoB	Total Credit Hours/Yr CoJMC	Tuition Rate/cr hr CoB	Tuition Rate/cr hr** CoJMC	Total Revenue
AY19-20	5	30	30	630	624.25	37,628
AY20-21	10	60	60	630	624.25	75,255
AY21-22	20	120	120	630	624.25	150,510
AY22-23	20	120	120	630	624.25	150,510
AY23-24	20	120	120	630	624.25	150,510

** - assumed equal distribution of in-state versus out-of-state students. Tuition rate: In-state \$323.25/cr hr and Out-of-state \$925.25/cr hr. Also conservatively assumed constant tuition rate during time period projected.

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Establishment of the Center for Heart and Vascular Research in the College of Medicine at the University of Nebraska Medical Center (UNMC)

RECOMMENDED ACTION: Approval is requested to establish the Center for Heart and Vascular Research in the College of Medicine at UNMC

PREVIOUS ACTION: None

EXPLANATION: Cardiovascular disease is the leading cause of death and hospitalization in Nebraska, accounting for one in three deaths and totaling more loss of life than cancer and chronic lung disease combined.

Creation of the Center for Heart and Vascular Research will enhance basic, clinical, and population research leading to discoveries that will improve Nebraskan's cardiovascular health. The center will bring together multi-discipline scientists from University of Nebraska colleges (e.g., Medicine, Nursing, Public Health, Pharmacy, Engineering, Arts and Sciences, Institute of Agriculture and Natural Resources) and departments (e.g., Surgery, Cardiovascular Medicine, Rheumatology, Cellular and Integrative Physiology, Nutrition and Health Sciences) to synergistically facilitate collaborative translational, clinical, and population research that will develop into an innovative and leading heart and vascular research center.

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

PROGRAM COST: \$625,000 in Year 1; \$8,045,846 over five years

SOURCE OF FUNDS: College of Medicine and extramural research grants

SPONSORS: H. Dele Davies
Senior Vice Chancellor for Academic Affairs

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

PROPOSAL FOR THE ESTABLISHMENT OF THE UNMC CENTER FOR HEART AND VASCULAR RESEARCH

1. Purpose and Background

Rationale and Significance: Heart and vascular diseases account for the majority of deaths in Nebraska each year. Organizing research efforts within one Center will amplify our ability to perform research of highest caliber, improve our odds of obtaining extramural funding to lower cardiac related morbidity and mortality, and enhance our national and international reputation for research excellence.

Center Goal: To bring together multidisciplinary scientists from across departments, colleges, and universities within Nebraska to synergistically facilitate collaborative translational and clinical research that develops the team into an innovative and leading heart and vascular research center and improves the cardiovascular health of our communities.

Mission Statement:

Our Center is dedicated to performing cardiac and vascular research that involves:

- Developing multidimensional approaches to examine the mechanisms whereby the heart and vasculature respond to injury or stress;
- Applying the knowledge gained to develop diagnostic tools, test therapeutic strategies, and conduct health services research that prevents, slows, or reverses heart and vascular disease progression;
- Disseminating our results to scientific, medical, and general communities; and
- Educating the next generation of scientists.

Tagline: Cardiovascular Breakthroughs for All of Nebraska and Beyond

Vision: The world follows Nebraska in cardiovascular research excellence.

2. Need and Demand for the Center

In spite of over 4,000 cardiac and vascular related deaths in Nebraska each year, there is currently no center within the University of Nebraska System that focuses on clinical, translational, and basic science research of the cardiovascular system. The Center is needed to address the demand to stimulate and synergize research efforts. Coordinating research efforts in one overarching center will allow us to recruit and retain funded cardiovascular research faculty to obtain and maintain a critical research mass; promote novel and innovative approaches to cardiac research questions; mentor high quality junior investigators; and commit to excellence. Importantly, the Center will provide a translational bridge linking basic science discovery to clinical research to population health, which will benefit the state and region.

Nebraska Medicine also has a growing footprint in the care of heart and vascular disease, with a large heart failure and heart transplant program as well as vascular disease assessment and treatment. There is a strong desire to link research to the clinical care and outreach to strengthen the overall program and become a national and international leader in heart and vascular disease. Our goal is to eventually merge the research center into the Heart and Vascular Institute that includes the clinical, research, and education missions.

3. Resources

The College of Medicine has pledged \$2.5M in support for the establishment of this Center over the next 5 years. New grants, core service fees, and philanthropy will be acquired to replace this start-up support to continue to sustainably grow the Center by the end of this period.

Physical Facilities. The administrative structure will be physically located within the College of Medicine on the 5th floor of the Durham Research Center (DRC), University of Nebraska Medical Center. The Center will be virtual, as members will be encouraged from all UNMC Colleges and Institutes, as well as from other NU campuses. Research, education and outreach will also occur in laboratories at UNMC, UNMC's small animal bioimaging center, UNMC's new research MRI for human studies, UNMC's cardiovascular clinic, UNMC's Clinical Research Center and community settings.

Instructional Equipment and Informational Resources. The development of a Center lecture series will provide members as well as graduate students, postdoctoral fellows, and junior and senior faculty members an opportunity to listen to and comment on the latest research that will help develop new ideas and develop critical thinking skills. To reach other campuses and institutions, we will use Zoom and modern webinar technology, already in place.

4. Budget Projection and Plan for Sustainability

Initial funding support will come from the UNMC College of Medicine Dean's Office. The current commitment for Center funding is for five years. The Center aims to eventually be self-sustaining by processes that enhance financial support to our activities through its increased success. This could be through a benchmark tied to costs resulting from new and renewed grants garnered by Center investigators.

To achieve long-term sustainability and growth, we will be applying for a variety of national grant support, including a National Institute of General Medical Sciences (NIGMS) funded Phase I Center for Biomedical Research Excellence grant to be submitted in January 2020 that will provide funding for administrative support, faculty and mentor stipends and pilot grant awards for this program. Additionally, other large grant programs, like program project grants, institutional training grants, and individual R01 awards will expand the reach of this Center. Please see attached budget details.

5. Director Qualifications

Merry Lindsey, Ph.D. will commit at least 55% of her effort to heart and vascular research, including her effort as Director. Dr. Lindsey was recruited to UNMC to become Chair of the Department of Cellular and Integrative Physiology and founding Director of this Center. She was trained in cardiovascular sciences at Baylor College of Medicine and Harvard Medical School. She has over 20 years of experience with all aspects of inflammatory and fibrotic components of cardiac remodeling following myocardial infarction in several animal models (mouse, dog, rabbit, and pig,) and in humans. She has over 200 publications and is a leading expert on myocardial infarction, matrix metalloproteinase biology, extracellular matrix remodeling, and cardiac aging research. Dr. Lindsey brings expertise with in vitro and in vivo cardiac inflammatory and wound healing processes. She has served as PI on multiple funded projects totaling over \$25M and has trained >60 trainees who have gone on to successful careers. In summary, Dr. Lindsey has the research, leadership, and mentoring experience necessary to successfully lead this Center.

6. Organizational Structure and Administration

The Center Director will report to the Dean of the College of Medicine or his/her designate.

The Center Director will form a Steering Committee that will regularly advise on Center management. An External Advisory Committee (EAC) comprised of an outside panel of experts will conduct site visits every two years to review Center activities and progress, or as required by NIH funding to the Center, as well as making recommendations for future growth and development. The Center Director will receive advice from a number of UNMC stakeholders, including from an Internal Advisory Committee (IAC) of UNMC members to provide annual review. As the Center develops, we envision including IAC members from across the UN campuses. Please see the attached organizational chart.

The **Table** below lists members of the Steering Committee, IAC, and other stakeholders. Other stakeholders include faculty and leadership from the College of Medicine, the Graduate College, Nebraska Medicine, Children’s Hospital & Medical Center, Children’s Specialty Physicians, Child Health Research Institute, and the Nebraska Western Iowa Veterans Administration.

Table. Governance Membership.			
Name	Role	Affiliation	email
Merry L. Lindsey, PhD	Director, Steering Committee Chair	Cell Int Physiology	merry.lindsey@unmc.edu
Daniel R. Anderson, MD PhD	Steering Committee	Int Med, Cardiovascular Medicine	danderso@unmc.edu
B. Timothy Baxter, MD	Steering Committee	Surgery, Vascular	btbaxter@unmc.edu
Paul Estabrooks, PhD	Steering Committee	College of Public Health	paul.estabrooks@unmc.edu
Howard Fox, MD	Steering Committee	Senior Associate Dean for Research	hfox@unmc.edu
Michael Moulton, MD	Steering Committee	Surgery, Cardiothoracic	michael.moulton@unmc.edu
Bunny Pozehl, RN, PhD	Steering Committee	College of Nursing	bpozehl@unmc.edu
Bradley Britigan, MD	Internal Advisory Committee	Dean, College of Medicine	bradley.britigan@unmc.edu
H. Dele Davies, MD	Internal Advisory Committee	Sr Vice Chancellor, Academic Affairs	dele.davies@unmc.edu
Jennifer Larsen, MD	Internal Advisory Committee	Vice Chancellor for Research	jlarsen@unmc.edu
David W. Mercer, MD	Internal Advisory Committee	Chair, Department of Surgery	dwmercerc@unmc.edu
Debra Romberger, MD	Internal Advisory Committee Chair	Chair, Department of Internal Medicine	dromberg@unmc.edu
Jeffrey Gold, MD	Stakeholder	Chancellor	jeffrey.gold@unmc.edu
Michael McGlade	Stakeholder	Senior Associate Dean for Business & Finance	mmcglade@unmc.edu
John Sparks, MD	Stakeholder	Cardiovascular leader of the UNMC Child Health Research Institute	jsparks@unmc.edu

7. Participating Faculty and Partnerships

The academic administrative home of the Center will be located in the College of Medicine at UNMC. The Center will welcome members of all Colleges within UNMC, UNO, UNK, and UNL that have applicability to heart and vascular research, including but not limited to UNMC Colleges of Nursing, Public Health, Allied Health, Pharmacy, and Medicine, including Departments of Cellular and Integrative Physiology, Surgery (Divisions of Vascular and Cardiothoracic Surgery), Internal Medicine (Divisions of Cardiology; Rheumatology; Diabetes, Endocrine and Metabolism; Geriatrics; and Pulmonary and Critical Care), Pediatrics/Child Health Research Institute (Division of Cardiology), and Anesthesiology; UNL Colleges of Engineering, Education and Health Sciences (Nutrition and Health Sciences), IANR (Food and Nutrition) and School of Biologic Sciences. Additionally, UNMC faculty that VA Medical Center

members will also be a part of this Center. We will engage Center members by hosting a number of programs (see Strategic Plan below for details). We plan to issue request for applications that involve cross-campus and basic-clinical projects, to foster interactions and collaborations that otherwise would be challenging. Cindy Norton will serve as the administrator for the Center, and we will leverage the existing research administration expertise from the Departments of Internal Medicine and Surgery with regular meetings to compare best practices.

Collaborations with Higher Education Institutions External to the University. We will include faculty from other University of Nebraska entities, including UNO, UNL, and UNK.

Partnership with Business. As the Center expands, we anticipate partnerships with many commercial partners to support basic science and clinical/nutritional research as well as sponsored clinical trials, and hope that the work may result in start-up companies, as well.

Constituencies Served. Our Center will be a benefit to our students who will learn about and with the resources developed; the faculty who are focused on heart and vascular disease, whether from a clinical, research or educational perspective; the community who may benefit from clinical trials or the research results that will be implemented, including health care providers who will learn about new approaches to improve the health of Nebraska.

Relationship of the CHVR to the Mission of the University of Nebraska. The Center is fully aligned with the mission of UNMC: *“our mission is to lead the world in transforming lives to create a healthy future for all individuals and communities through premier educational programs, innovative research and extraordinary patient care, and this program intends to support all of those outcomes”*.

8. Promoting Coordinating Commission for Postsecondary Education Statewide Plans.

The plans that the Center will promote include increasing the number skilled graduates (Section 2-14), expand a workforce prepared to work in this important area (Section 3-1), and expand Research and Tech Transfer (Section 3-5).

9. Strategic Plan

Our five year strategic plan encapsulates 3 goals: 1) build Center infrastructure, 2) develop teams and increase research success, and 3) promote reputation for and culture of research excellence in heart and vascular disease. Note that this strategic plan will be updated as needed.

Goal 1: Build Center infrastructure

A. Establish governance. The Steering Committee and the Internal Advisory Board have been established. The External Advisory Board will be set up in the first year and a visit will be scheduled by the beginning of year 2. Membership on the Steering Committee and Advisory Boards will be reviewed annually and adjustments made as needed.

B. Initiate Research Navigation Core. The goal of this Core is to enhance conditions that accelerate pace and amplitude of research productivity to increase faculty competitiveness for extramural funding.

Support will be provided to set up research plans (ideas generation and refinement), following through to timely approval of regulatory paperwork (Institutional Review Board (IRB), Institutional Animal Care and Use Committee (IACUC), safety), and access to databases and samples. IRB and IACUC templates will be developed for a variety of study types (human-registry data, social and behavioral, biological material, biomedical reverse clinical trials, and animal). Instruction guides and checklists will be developed for running a research study,

analyzing data, and presenting results. Templates for facilities and resources will be written and updated annually. We will coordinate with the Research Support Offices to combine efforts to provide grant writing resources, in particular tagging in with the writing support and resource library. We will work with the Great Plains IDeA Clinical and Translational Research Network to share resources and expertise.

We will incorporate the Heart and Vascular Data Center database to link the existing biobank in Cardiovascular Medicine to patient data. We will leverage existing activities to capitalize on this resource and expand clinical research capabilities. Enhancing clinical research output is critical for Center success.

We will provide Center investigators with information on the availability of cores facilities, best practices for sample collection, and how to work with cores to maximize usefulness. Technical support and core resources will be organized to streamline data collection. Statistics and bioinformatics support will be provided for data management, including access to work stations with analysis software and templates for common procedures.

This Core will incentivize team collaboration by providing pilot funds for projects spearheaded by two or more Center investigators.

C. Create Career Concierge Core. The goal is to provide 360° mentoring for all Center investigators. Included is a unique Peer*2*Peer mentoring system where junior investigators are paired with 2-4 other investigators to ensure weekly-to-monthly mutual progress.

Support will be provided to train Center members on data interpretation and dissemination, presentation skills, and manuscript writing. Grant writing teams and submission support provided include templates for facilities and resources, and example budgets and justifications.

We will work with the Interprofessional Academy of Educators, the Office of Faculty Development, and the Writing Center at UNMC to form writing teams and increase measurable research productivity units. We will develop a fluid and flexible communication system that links mentoring teams to each project for near real-time feedback and troubleshooting. We will also partner with the Great Plains IDeA Clinical and Translational Research Network to share resources and expertise.

D. Apply for grants to improve infrastructure. We will work closely with the Vice Chancellor for Research Office at UNMC to make sure that we do not duplicate what is already available.

1. Center of Biomedical Research Excellence (COBRE)- approved to submit for NIGMS Phase I COBRE national funding in Jan 2020.

2. Clinical Trials Support- <https://grants.nih.gov/grants/guide/rfa-files/RFA-HL-19-009.html> or similar- develop collaborations with successful teams at other institutions.

3. Biobanking support for Nebraska Cardiovascular BioBank.

Goal 2: Develop teams and increase research output

A. Research teams. We will establish 3-5 teams composed of 3-5 researchers focused on integrated topics to meet weekly to plan research, share results, provide peer mentoring, and write manuscripts and grants.

B. Grant seekers. We will provide review and mentorship for faculty trying to improve their grant funding success. Will meet once monthly or as needed. Each session will be 2 hour review of aims page and experimental design. As an example, we will invite Ted Mikuls, Lynn Klassen as moderators/ experts.

C. Writing retreats. Writing skills can be improved. Up to ten faculty will be invited to attend 3 day retreats (scheduled for January and May) for intensive grant or manuscript writing

sessions (modeled after

http://www.docs.hss.ed.ac.uk/iad/Researchers/Research_staff/Writing_facilitators%20guide_web.pdf). We currently have faculty skilled in teaching scientific writing skills for graduate students that can be expanded to this purpose. Include current COM on campus resources for grant writing assistance (<https://www.unmc.edu/com/research/hanover-research.html>)

D. Grant navigator. Grant opportunities will be distributed to interested Center members.

E. Training grants. One goal of the Center is to successfully submit an Institutional Training Grant (T32) within 3-5 years.

Goal 3: Promote reputation for and culture of research excellence

Below, we provide examples of programs that will be used to instill a culture of high quality research. To obtain buy in from the faculty and increase success probability, we will survey and rank the programs of greatest interest. The Steering Committee, along with the Internal and External Advisory Boards, will decide annually which programs to promote that year.

A. Career development symposium series: How to Turn What We Do Every Day into Scholarly Output. The goal is to increase research productivity efficiency. General themes- how to: come up with ideas, obtain grant funding (tricks and tips), best do the research, quickly and efficiently write it up. Specific discussion panels- how to: mine databases (speaker panel: Chris Maloney, John Makari; how to identify and develop new intellectual property (speaker panel: Donny Suh, Jason Nickla)

B. Chalk talks. One faculty member each month (3rd Thursdays 5:30-7:30 pm) will present their work using only a white board, no slides. Only faculty can attend and notes will be taken and given to the faculty member for later reflection.

C. Journal club. Once monthly (e.g., 1st Mondays) 5-6:30 pm, we will have theme based journal clubs, with a research team covering 5-10 T0 to T4 translational research articles in the 90 minutes. The plan is that the journal club will serve as a preliminary literature search that will yield a review article for the research team presenting.

D. Seminars, Science Café, and Mini Medical School. Join with existing seminar programs for research presentations and to bring in national speakers. Connect with the UNMC Science Café and Mini Medical School to cover heart and vascular research topics, including hypertension, heart failure, myocardial infarction, diabetes, and stroke.

E. Promote attendance at national and international conferences on heart and vascular research. The goal is to build national and international recognition of the Center. As an example, the American Society for Matrix Biology (ASMB) Fibroblast meeting in June (<https://www.asmb.net/fibroblast-workshop>) - Sponsor Center faculty and trainee attendance by providing up to \$1000 each for 20 attendees

10. Expected Outcomes. Our Center will:

- Grow extramurally funded heart and vascular research and manuscripts.
- Create and expand teams of basic science, clinical, and population health researchers focused on heart and vascular disease.
- Support and mentor Center members, including trainees.
- Provide the research leadership structure for a new Heart and Vascular Institute that incorporates clinical, education, and research missions.

11. Metrics of Success.

The metrics of success and outcome measurements include:

A. Success in research. This will be evaluated by number of publications, grants submitted, grants funded, and collaborative projects with publications with 2 or more team investigators; total dollars per year, and research impact (publication quality- number citations, journal impact factor and quantity) annually.

B. Increase the number of health care providers actively engaged in heart and vascular research, including physicians, nurses, allied health professions, and pharmacists. This will be assessed by annual satisfaction surveys and comparing the number of investigators who stay in Nebraska or are recruited to Nebraska from before and after the Center was established.

C. Identify research opportunities to improve health outcomes. Health providers will identify areas that would directly impact health outcomes pertinent to the region and state or have national implications.



TABLE 1: PROJECTED EXPENSES
UNMC Center for Heart and Vascular Research

	(FY2019-20)		(FY2020-21)		(FY2021-22)		(FY2022-23)		(FY2023-24)		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Director ¹		\$125,000		\$125,000		\$125,000		\$125,000		\$125,000	\$625,000
Faculty (see operating line below)											
Non-teaching staff: Professional											
Graduate Assistants ²						\$139,025		\$140,280		\$141,535	\$420,840
Non-teaching staff: Support	1.6	\$155,000	1.6	\$159,650	1.6	\$164,438	1.6	\$169,369	1.6	\$174,449	\$822,906
Subtotal	1.6	\$280,000	1.6	\$284,650	1.6	\$428,463	1.6	\$434,649	1.6	\$440,984	\$1,868,746
Operating											
General Operating ³		\$21,000		\$15,000		\$21,000		\$15,000		\$21,000	\$93,000
Equipment for Center		\$75,000		\$75,000		\$75,000		\$75,000		\$75,000	\$375,000
Core Development and Expansion ⁴		\$125,000		\$125,000		\$125,000		\$125,000		\$125,000	\$625,000
Grant Writing Meetings/ Retreats ⁵		\$11,700		\$11,700		\$11,700		\$11,700		\$11,700	\$58,500
Clinical Studies and Trials Support ⁶		\$10,000		\$10,000		\$10,000		\$10,000		\$10,000	\$50,000
Pilot Grants - Establish Research Navigation Core ⁷		\$50,000		\$50,000		\$50,000		\$50,000		\$50,000	\$250,000
Symposium Series, Journal Club and Chalk Talks ⁸		\$5,400		\$5,400		\$5,400		\$5,400		\$5,400	\$27,000
National Meeting participation ⁹		\$25,000		\$25,000		\$25,000		\$25,000		\$25,000	\$125,000
New Faculty Recruitment and Development ¹⁰						\$1,500,000		\$1,500,000		\$1,500,000	\$4,500,000
Other ¹¹		\$21,900		\$23,250		\$12,462		\$13,531		\$2,451	\$73,594
Subtotal		\$345,000		\$340,350		\$1,835,562		\$1,830,631		\$1,825,551	\$6,177,094
Total Expenses		\$625,000		\$625,000		\$2,264,025		\$2,265,280		\$2,266,535	\$8,045,840

¹ Funds for this position are provided by the College of Medicine as part of Dr. Lindsey's Administrative Director stipend for the Center.

² Contingent on obtaining an Institutional Training Grant.

³ Funds for website design and maintenance and computers.

⁴ Establish and maintain tissue bank for CHVR investigators, expand the proteomics and clinical research cores, develop new tools to expand capabilities, establish career concierge core - goal is to provide 360° mentoring for all center investigators.

⁵ Grant writing/Manuscript writing support meetings and retreat (modeled after http://www.docs.hss.ed.ac.uk/iad/Researchers/Research_staff/Writing_facilitators%20guide_web.pdf). Center covers 50%.

⁶ Clinical Trials - apply for grant on improving infrastructure (<https://grants.nih.gov/grants/guide/rfa-files/RFA-HL-19-009.html>) or similar.

⁷ Two pilot grants @\$25,000 each.

⁸ Symposium Series, Chalk Talks and Journal Club for CHVR members.

⁹ Budget: \$25,000 to sponsor CHVR faculty and trainee attendance at national meeting.

¹⁰ Contingent on obtaining COBRE funding.

¹¹ Other Expenses - publishing fees, registration fees, membership to societies, office supplies and to support administrative projects.

TABLE 2: PROJECTED REVENUES
UNMC Center for Heart and Vascular Research

	(FY2019-20) Year 1	(FY2020-21) Year 2	(FY2021-22) Year 3	(FY2022-23) Year 4	(FY2023-24) Year 5	Total
Existing Funds/College of Medicine ¹	\$625,000	\$625,000	\$625,000	\$625,000	\$625,000	\$3,125,000
Required New Public Funds						
1. State Funds						
2. Local Funds						
Tuition and Fees						
Grant Funding						
COBRE Funds for new faculty recruitment and development ²			\$1,500,000	\$1,500,000	\$1,500,000	\$4,500,000
Institutional Training Grant ³			\$139,025	\$140,280	\$141,535	\$420,840
Total Revenue	\$625,000	\$625,000	\$2,264,025	\$2,265,280	\$2,266,535	\$8,045,840

¹ The College of Medicine (COM) will provide these funds. Funding originates from the Nebraska Medicine Academic Program Funding Agreement and the COM Department of Cellular and Integrative Physiology.

² The source of these funds will be contingent on receiving NIH COBRE funding.

³ The source of these funds will be contingent on receiving an NIH Institutional Training Grant.

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Dissolution of the Center for Urban Sustainability at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approval is requested to dissolve the Center for Urban Sustainability at UNO

PREVIOUS ACTION: October 26, 2012 – The Board approved the establishment of the Center for Urban Sustainability at UNO.

EXPLANATION: The Center for Urban Sustainability's primary missions have been addressed by work being done through academic units, UNO's Office of Sustainability and the Chancellor's Sustainability Committee. As such, an administrative center structure is no longer needed.

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

PROGRAM SAVINGS: \$32,508 (0.5 FTE Project Coordinator salary and benefits) used towards the July 1, 2019 permanent budget reduction.

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

Jeffrey Gold, Chancellor
University of Nebraska at Omaha

RECOMMENDED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 17, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Fund B, University Program and Facilities Fee (UPFF):
2019-20 Allocation for the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF)
2019-20 Allocation for the University of Nebraska at Kearney (UNK)

UPFF Fund B <u>Category</u>	Approved Allocation <u>2018-2019</u>	Recommended Allocation <u>2019-2020</u>	
Health Services	\$760,000	\$834,000	
Student Events	806,000	778,000	
Facilities	602,000	576,000	
Union	386,000	368,000	
Wellness Center	457,000	486,000	
TOTAL	<u>\$3,011,000</u>	<u>\$3,042,000</u>	
			<u>Increase</u>
Cost/FT Student Per Semester:	\$397	\$417	\$20.00

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved the 2018-19 Fund B allocation.

EXPLANATION: General policies governing the administration of the University Program and Facilities Fees are set forth in §5.9 of *the Board of Regents' Policies of the University of Nebraska*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents' policy. The proposed allocations are based on the UPFF fees to be collected in 2019-20.

The allocation increases are primarily attributable to: The Health Services fee increase from \$98 to \$112 per semester to support increased personnel costs for mental health services; and the Wellness Center fee increase from \$57 to \$63 per semester to support increased personnel costs and facility maintenance.

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

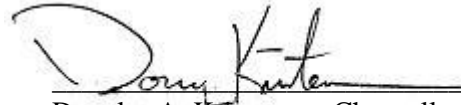
PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR:

Jon C. Watts
Vice Chancellor for Business and Finance

RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE:

June 3, 2019

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

MEETING DATE: June 28, 2019

SUBJECT: Fund B University Program and Facilities Fees:
 2019-20 Allocation for the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Fund B University Program and Facilities Fees (UPFF)
 2019-20 Allocation for UNL

<u>Fund B Category</u>	Approved Allocation <u>2018-19</u>	Recommended Allocation <u>2019-20</u>	
Facilities:			
Nebraska Unions	\$ 1,419,376	\$ 1,419,376	
Existing Debt Service	2,826,249	2,826,249	
Campus Recreation	960,300	960,300	
Program Operations:			
Campus Recreation	8,245,021	8,295,701	
Nebraska Unions	5,118,045	5,118,045	
Transit Services	1,290,952	1,310,987	
Univ. Health Center	7,160,477	7,160,477	
TOTAL	<u>\$ 27,020,420</u>	<u>\$ 27,091,135</u>	
<u>Cost/Student/Semester:</u>			<u>Increase</u>
6 CH or less	348.44	\$351.23	\$2.79
7 CH or more	595.93	\$597.28	\$1.35

PREVIOUS ACTION: June 28, 2018 -The Board of Regents approved the 2018-19 Fund B Allocation.

May 30, 2014 - The Board approved a five-year agreement with the City of Lincoln to provide StarTran bus service on routes connecting UNL City and East Campuses to Nebraska Innovation Campus (NIC).

EXPLANATION: General policies governing the administration of University Program and Facilities Fees are set forth in Chapter 5.9 of the *Board of Regents' Policies*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2019-20.

The allocation increases are attributable to the approved annual increases in the StarTran contract (Transit Services) and an increase in funding for student sport clubs as well as an increase in a building cost index for facility maintenance for Campus Recreation.

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

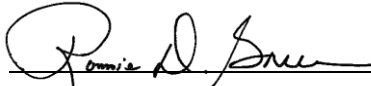
PROJECT COST: None

SOURCE OF FUNDS: None

SPONSORS: Laurie Bellows
Interim Vice Chancellor for Student Affairs

William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:

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

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: June 4, 2019

TO: The Board of Regents

Addendum IX-B-3

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):
2019-2020 Allocation for the University of Nebraska Medical Center

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fee (UPFF) 2019-2020 Allocation for the University of Nebraska Medical Center.

	Approved	Recommended
UPFF Fund B	Allocation	Allocation
<u>Category</u>	<u>2018-19</u>	<u>2019-20</u>
Student Health Svcs	\$404,010	\$404,010
Supplemental		
Counseling	38,400	38,400
Campus Recreation	<u>223,125</u>	<u>223,125</u>
TOTAL	<u>\$665,535</u>	<u>\$665,535</u>

Cost/Student/Semester			<u>Increase</u>
Full-time:	\$162.25	\$162.25	\$0
Part-time:	\$112.50	\$112.50	\$0

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved the 2018-19 Fund B allocation.

EXPLANATION: The 2019-2020 recommended allocation for UPFF Fund B is the same as the 2018-2019 allocation.

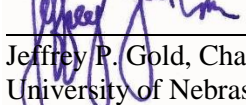
General policies governing the administration of University Program and Facilities Fees are set forth in § 5.9 of the *Board of Regents' Policies of the University of Nebraska*. This recommended allocation was reviewed by appropriate student representatives and administrative personnel as directed by Board of Regents policy. The proposed allocation is based on 2018-19 student enrollment. Actual revenues will be higher if enrollment increases and/or more students participate. The recommendation, if approved, will maintain the Fund B Campus Recreation Facility Fee at \$62.50/semester and maintain the Fund B Student Health Services/Supplemental Counseling Fee at \$99.75/semester.

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

PROJECT COST: None

SOURCE OF FUNDS: None

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

RECOMMENDED: 

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

DATE: June 3, 2019

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

MEETING DATE: June 28, 2019

SUBJECT: Fund B, University Program and Facilities Fees (UPFF):
 2019-20 Allocation for the University of Nebraska Omaha (UNO)

RECOMMENDED ACTION: Approve the Fund B, University Program and Facilities Fees (UPFF)
 2019-20 Allocation for the University of Nebraska Omaha (UNO)

UPFF Fund B Category	Approved Allocation <u>2018-19</u>	Recommended Allocation <u>2019-20</u>
Campus Recreation	\$1,617,669	\$1,578,992
Student Activities	756,398	738,313
Milo Bail Student Center	800,585	781,444
Milo Bail Student Center Bond Issue	999,428	999,428
H&K Addition/Renovation Bond Issue	3,050,690	3,050,690
Athletics	1,785,165	1,742,484
Health Services	1,122,134	1,122,134
Facilities	653,521	653,521
Intercampus Shuttle	<u>1,787,893</u>	<u>1,727,893</u>
TOTAL	<u>\$12,573,483</u>	<u>\$12,394,899</u>

<u>Cost/Student/Semester</u>	<u>2018-19</u>	<u>2019-20</u>	<u>Change</u>
6 SCH or less	\$278.30	\$285.00	\$6.70
7 SCH or more	\$461.50	\$472.60	\$11.10

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved the Fund B, University Program and Facilities Fees (UPFF) 2018-19 Allocation for the University of Nebraska at Omaha (UNO)

EXPLANATION: The proposed request supports a 2% salary increase with associated benefits.

Small increases in UPFF result from calculations related to on-campus enrollment and changes in the number of students enrolled part-time/full-time.

General policies governing the administration of the University Program and Facilities Fees are set forth in § 5.9 of the *Board of Regents' Policies of the University of Nebraska*. This recommended allocation received appropriate student and administrative reviews as directed by Board of Regents policy. The proposed allocations are based on UPFF fees to be collected in 2019-20.

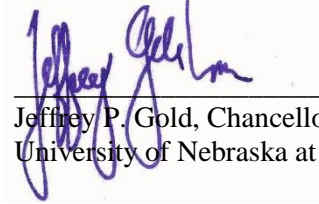
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: None

SPONSORS: Daniel J. 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: June 15, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: FY 2019-20 Operating Budget and 2019-20 and 2020-21 Tuition Rates

RECOMMENDED ACTION: Approve the University of Nebraska's FY 2019-20 Operating Budget and tuition rates for FY 2019-20 and FY 2020-21. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2019 that are committed to be spent in FY 2019-20.

PREVIOUS ACTION: January 25, 2019 – The Board of Regents approved amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association (UNKEA) for the 2019-2021 biennium.

January 25, 2019 – The Board of Regents approved amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Omaha American Association of University Professors (UNO/AAUP) for the 2019-2021 biennium.

August 3, 2018 – The Board of Regents approved the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines.

EXPLANATION: Over the past two years, as the state has weathered significant fiscal challenges, the University of Nebraska sustained three separate rounds of funding reductions. The University managed the reductions with a combination of budget cuts, including \$22 million in administrative cuts and \$6 million in programmatic reductions, and moderate tuition increases. The spending cuts, particularly the good work of the University-wide Budget Response Teams, allowed the University to hold last year's operating budget flat and keep tuition rates affordable for students.

For the upcoming biennium, mindful that the state was still experiencing fiscal stress, the University submitted a minimal budget request that would cover some, but not all, of its core needs, including salaries and health insurance, utilities and general operations. The Legislature and the Governor responded with a strong message of support for our 52,000 students by deciding to fully fund the University's request for state funding increases of 3% in 2019-20 and 3.7% in 2020-21.

The state's support will keep tuition increases minimal, supporting the Board of Regents primary goal of providing affordable access to an excellent education. To help students and families better plan for the cost of their education, two years of tuition increases are proposed. The tuition rates are subject to change if the University's state funding is cut.

Tuition would increase on average \$5 to \$7 dollars per credit hour for most resident undergraduate students, which equates to an average increase of 2.75% in both 2019-20 and 2020-21. UNL nonresident tuition will increase on average 3.75%.

While the tuition increases will preserve the University's tremendous value – our tuition rates will remain as some of the lowest when compared to peers and surrounding states – it will only generate a 1% increase in net tuition revenues. This stagnant revenue growth is the result of enrollment pressures resulting from today's highly competitive market for students.

As in past years, the University proposes to increase support for Collegebound Nebraska, its need-based financial aid program, at the same rate as tuition, so that students with the greatest financial need are not impacted by the tuition increase.

A 2% increase in the salary pool for merit-based increases is proposed, a moderate investment to help continue to recruit and retain the very best faculty and staff. An additional 0.4% is proposed to address UNL and UNMC faculty competitiveness issues.

Overall, the proposed 2019-20 state-aided operating budget is lean, growing 2.19% over 2018-19. With inflation currently between 1.8% (Consumer Price Index) and 2.6% (Higher Education Price Index), spending, after inflation, will again be flat or down for the second year in a row.

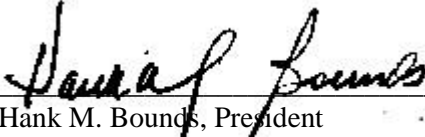
The following pages provide additional details. Expenditures, including compensation, are estimated and subject to availability of State funds appropriated to the Board of Regents.

We thank the Legislature and Governor for their support and look forward to the continued partnership to meet the needs of the people of Nebraska.

SPONSOR:

Chris Kabourek
Vice President | CFO

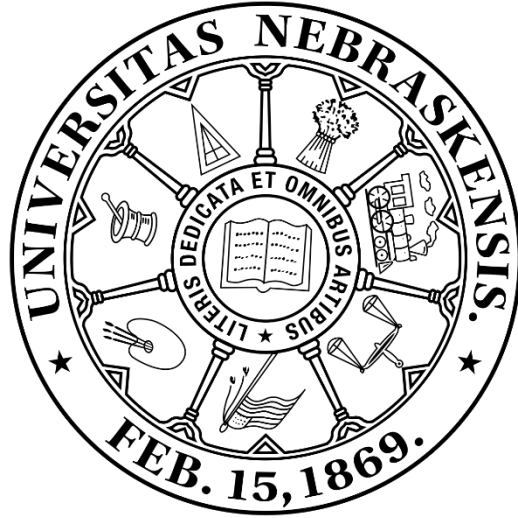
RECOMMENDED:



Hank M. Bounds, President
University of Nebraska

DATE:

June 21, 2019



University of Nebraska 2019-2020 Operating Budget

**Proposal to the Board of Regents
June 28, 2019**

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Operating Budget

The operating budget has two components. The first is the state-aided budget which includes the University's general operations supported by state tax appropriations and student tuition. The second component is comprised of the University's designated and restricted budgets which includes the operations for self-supporting auxiliary entities of which many are restricted by bond covenants, restricted federal research grants, restricted federal financial aid, and restricted private funds. No capital construction budgets are included in this document.

University of Nebraska (Excluding NCTA)

State-aided Operating Budget

FY 2019-20

(Operating Budget Supported Primarily by State Appropriations and Tuition Funds)

	FY 2018-19 Budget	FY 2019-20		Change from 2018-19	
		Proposed Budget (a)	Amount	Percent	
ESTIMATED FUNDING					
State Appropriations	\$ 571,372,711	\$ 588,648,013	\$ 17,275,302	3.0%	
Tuition (less University Remissions)	369,021,722	373,116,255	4,094,533	1.1% (b)	
Investment Income, other cash funds	22,258,142	22,067,253	(190,889)	-0.9% (c)	
Federal Smith/Lever Appropriations	6,201,594	6,201,594	-	0.0%	
Total Estimated Funding	968,854,169	990,033,115	21,178,946	2.19%	
EXPENDITURES:					
Salaries	642,400,926	657,161,886	14,760,960	2.3% (e)	
Benefits	80,657,357	82,512,476	1,855,119	2.3%	
Health Insurance	72,063,799	72,568,246	504,447	0.7% (f)	
Total Compensation	795,122,082	812,242,608	17,120,526	2.2%	
General Operations	112,281,758	114,527,393	2,245,635	2.0% (g)	
Utilities	49,160,329	50,635,139	1,474,810	3.0% (h)	
College Bound Nebraska (need-based aid)	12,290,000	12,627,975	337,975	2.75% (i)	
Total Expenses	968,854,169	990,033,115	21,178,946	2.19%	
NET ACTIVITY	\$ -	\$ -	\$ -		

Notes:

- (a) An estimated \$100 million of one-time carry forward funds (encumbrances and other one-time commitments) are not reflected above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are not shown.
- (b) The tuition budget includes an average 2.75% tuition rate increase. UNL nonresident tuition will increase on average 3.75%. Distance education tuition rate increases vary based on market analysis. An estimated 2% decline in student credit hours is assumed. Overall, a 1.1% increase in net tuition revenues is projected.
- (c) Reflects an anticipated decline in investment yields.
- (d) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents.
- (e) Reflects a 2.0% merit salary pool to be distributed on employee performance. An additional 0.4% is included for UNL and UNMC faculty competitiveness issues. UNO and UNK faculty increases will be governed by previously approved collective bargaining contracts.
- (f) Assumes a 3.2% increase in premiums in calendar year 2020. Overall net increase of 0.7% is based on a fiscal year period, including six months (Jan-June 2020) of premium increases at 3.2% and six months (July-Dec 2019) of the already implemented savings (-2% premium decreases) that resulted from the strategies implemented by the Budget Response Team (BRT).
- (g) Assumes a 2% inflationary increase based on the most recent annual change in the Consumer Price Index (CPI).
- (h) Assumes a 3% inflationary increase in utility commodity prices. The US Energy Information Administration is currently forecasting a 3.9% increase in natural gas and a 2.3% increase in electricity.
- (i) Collegebound Nebraska is a University funded need-based aid program. The budget will be increased 2.75% to match the average increase in resident undergraduate tuition rates.

**University of Nebraska (Excluding NCTA)
Total Budget - All Funds
FY 2019-20**

	FY 2018-19 Budget	FY 2019-20 Proposed Budget	Change from 2018-19	
			Amount	Percent
State-aided Funds	\$ 968,854,169	\$ 990,033,115	\$ 21,178,946	2.2%
Designated Cash Funds	87,765,000	90,295,000	2,530,000	2.9%
Revolving/Auxiliary Funds	660,800,000	679,900,000	19,100,000	2.9%
Restricted Federal Funds	524,350,000	529,400,000	5,050,000	1.0%
Restricted Trust Funds	404,500,000	421,800,000	17,300,000	4.3%
Total Funds	2,646,269,169	2,711,428,115	65,158,946	2.5%
State-aided expenses	968,854,169	990,033,115	21,178,946	2.2%
Non state-aided expenses	1,677,415,000	1,721,395,000	43,980,000	2.6%
Total Expenses	\$ 2,646,269,169	2,711,428,115	65,158,946	2.5%

Tuition Rates

University of Nebraska - Lincoln

Student Category	Per Tuition Unit	2018-19 Rate	2019-20 Rate	Change	2020-21 Rate	Change
Undergraduate						
Resident	Sem. Credit Hr.	\$245.00	\$252.00	\$7.00	\$259.00	\$7.00
Nonresident	Sem. Credit Hr.	\$771.50	\$800.00	\$28.50	\$830.00	\$30.00
Graduate						
Resident	Sem. Credit Hr.	\$323.25	\$332.00	\$8.75	\$341.00	\$9.00
Nonresident	Sem. Credit Hr.	\$925.25	\$960.00	\$34.75	\$996.00	\$36.00
College of Architecture Undergraduate						
Resident	Sem. Credit Hr.	\$331.25	\$340.00	\$8.75	\$349.00	\$9.00
Nonresident	Sem. Credit Hr.	\$986.00	\$1,023.00	\$37.00	\$1,061.00	\$38.00
College of Architecture Graduate						
Resident	Sem. Credit Hr.	\$428.25	\$440.00	\$11.75	\$452.00	\$12.00
Nonresident	Sem. Credit Hr.	\$1,177.25	\$1,221.00	\$43.75	\$1,267.00	\$46.00
College of Business Administration Undergraduate						
Resident	Sem. Credit Hr.	\$304.00	\$312.00	\$8.00	\$321.00	\$9.00
Nonresident	Sem. Credit Hr.	\$955.00	\$991.00	\$36.00	\$1,028.00	\$37.00
College of Business Administration Graduate						
Resident	Sem. Credit Hr.	\$400.00	\$411.00	\$11.00	\$422.00	\$11.00
Nonresident	Sem. Credit Hr.	\$1,143.75	\$1,187.00	\$43.25	\$1,232.00	\$45.00
College of Engineering Undergraduate						
Resident	Sem. Credit Hr.	\$351.25	\$361.00	\$9.75	\$371.00	\$10.00
Nonresident	Sem. Credit Hr.	\$1,005.00	\$1,043.00	\$38.00	\$1,082.00	\$39.00
College of Engineering Graduate						
Resident	Sem. Credit Hr.	\$447.00	\$459.00	\$12.00	\$472.00	\$13.00
Nonresident	Sem. Credit Hr.	\$1,193.75	\$1,239.00	\$45.25	\$1,285.00	\$46.00
Law						
Resident	Sem. Credit Hr.	\$384.75	\$395.00	\$10.25	\$406.00	\$11.00
Nonresident	Sem. Credit Hr.	\$1,016.25	\$1,054.00	\$37.75	\$1,094.00	\$40.00

Beginning in 2019-20, tuition rates will be rounded to the nearest \$1.00.

University of Nebraska at Omaha

Student Category	Per Tuition Unit	2018-19 Rate	2019-20 Rate	Change	2020-21 Rate	Change
Undergraduate						
Resident	Sem. Credit Hr.	\$223.25	\$229.00	\$5.75	\$235.00	\$6.00
Nonresident	Sem. Credit Hr.	\$699.00	\$718.00	\$19.00	\$738.00	\$20.00
Graduate						
Resident	Sem. Credit Hr.	\$299.00	\$332.00	\$33.00	\$341.00	\$9.00
Nonresident	Sem. Credit Hr.	\$777.00	\$798.00	\$21.00	\$820.00	\$22.00
College of Business Administration Undergraduate						
Resident	Sem. Credit Hr.	\$289.00	\$297.00	\$8.00	\$305.00	\$8.00
Nonresident	Sem. Credit Hr.	\$797.50	\$819.00	\$21.50	\$842.00	\$23.00
College of Business Administration Graduate						
Resident	Sem. Credit Hr.	\$372.00	\$382.00	\$10.00	\$393.00	\$11.00
Nonresident	Sem. Credit Hr.	\$917.25	\$942.00	\$24.75	\$968.00	\$26.00
College of Information Science & Technology Undergraduate						
Resident	Sem. Credit Hr.	\$267.25	\$275.00	\$7.75	\$283.00	\$8.00
Nonresident	Sem. Credit Hr.	\$836.50	\$860.00	\$23.50	\$884.00	\$24.00
College of Information Science & Technology Graduate						
Resident	Sem. Credit Hr.	\$336.75	\$346.00	\$9.25	\$356.00	\$10.00
Nonresident	Sem. Credit Hr.	\$941.25	\$967.00	\$25.75	\$994.00	\$27.00

Beginning in 2019-20, tuition rates will be rounded to the nearest \$1.00.

University of Nebraska at Kearney

Student Category	Per Tuition Unit	2018-19 Rate	2019-20 Rate	Change	2020-21 Rate	Change
Undergraduate						
Resident	Sem. Credit Hr.	\$198.00	\$203.00	\$5.00	\$209.00	\$6.00
Nonresident	Sem. Credit Hr.	\$431.00	\$443.00	\$12.00	\$455.00	\$12.00
Graduate						
Resident	Sem. Credit Hr.	\$245.50	\$252.00	\$6.50	\$259.00	\$7.00
Nonresident	Sem. Credit Hr.	\$538.75	\$554.00	\$15.25	\$569.00	\$15.00

Beginning in 2019-20, tuition rates will be rounded to the nearest \$1.00.

UNIVERSITY OF NEBRASKA MEDICAL CENTER

Tuition Rates

Student Category	Per Tuition Unit	Programs Starting in 2018/2019	Programs Starting in 2019/2020	Change	Programs Starting in 2020/2021	Change
Undergraduate						
Resident	Per Credit Hour	\$245.00	\$252.00	\$7.00	\$259.00	\$7.00
NonResident	Per Credit Hour	\$771.50	\$793.00	\$22.00	\$815.00	\$22.00
Graduate						
Resident	Per Credit Hour	\$323.25	\$332.00	\$9.00	\$341.00	\$9.00
NonResident	Per Credit Hour	\$925.25	\$951.00	\$26.00	\$977.00	\$26.00
Allied Health -Cardiovascular Interventional Technology (CVIT) (Semester)						
Resident	Flat Rate	\$3,638.00	\$3,738.00	\$100.00	\$3,841.00	\$103.00
NonResident	Flat Rate	\$11,460.00	\$11,775.00	\$315.00	\$12,099.00	\$324.00
Allied Health -Cardiovascular Interventional Technology (CVIT) (Summer)						
Resident	Flat Rate	\$809.00	\$831.00	\$22.00	\$854.00	\$23.00
NonResident	Flat Rate	\$2,550.00	\$2,620.00	\$70.00	\$2,692.00	\$72.00
Allied Health -Clinical Perfusion (CLPR) (Semester)						
Resident	Flat Rate	\$6,328.00	\$6,502.00	\$174.00	\$6,681.00	\$179.00
NonResident	Flat Rate	\$16,446.00	\$16,898.00	\$452.00	\$17,363.00	\$465.00
Allied Health -Clinical Perfusion (CLPR) (Summer)						
Resident	Flat Rate	\$2,812.00	\$2,889.00	\$77.00	\$2,968.00	\$79.00
NonResident	Flat Rate	\$7,309.00	\$7,510.00	\$201.00	\$7,717.00	\$207.00
Allied Health -Cytotechnology (CYTO) (Semester)						
Resident	Flat Rate	\$5,126.00	\$5,267.00	\$141.00	\$5,412.00	\$145.00
NonResident	Flat Rate	\$13,324.00	\$13,690.00	\$366.00	\$14,066.00	\$376.00
Allied Health -Cytotechnology (CYTO) (Summer)						
Resident	Flat Rate	\$1,140.00	\$1,171.00	\$31.00	\$1,203.00	\$32.00
NonResident	Flat Rate	\$2,960.00	\$3,041.00	\$81.00	\$3,125.00	\$84.00
Allied Health -Diagnostic Medical Sonography (SONCAH) (Semester)						
Resident	Flat Rate	\$4,410.00	\$4,531.00	\$121.00	\$4,656.00	\$125.00
NonResident	Flat Rate	\$13,887.00	\$14,269.00	\$382.00	\$14,661.00	\$392.00
Allied Health -Diagnostic Medical Sonography (SONCAH) (Summer)						
Resident	Flat Rate	\$980.00	\$1,007.00	\$27.00	\$1,035.00	\$28.00
NonResident	Flat Rate	\$3,086.00	\$3,171.00	\$85.00	\$3,258.00	\$87.00
Allied Health -Magnetic Resonance Imaging (MRICAH) (Semester)						
Resident	Flat Rate	\$3,920.00	\$4,028.00	\$108.00	\$4,139.00	\$111.00
NonResident	Flat Rate	\$12,344.00	\$12,683.00	\$339.00	\$13,032.00	\$349.00
Allied Health -Medical Laboratory Science (MLS) (Semester)						
Resident	Flat Rate	\$5,268.00	\$5,413.00	\$145.00	\$5,562.00	\$149.00
NonResident	Flat Rate	\$16,587.00	\$17,043.00	\$456.00	\$17,512.00	\$469.00
Allied Health - Medical Nutrition (MNED) (Semester)-Level 4						
Resident	Flat Rate	\$3,774.00	\$5,170.00	\$138.00	\$5,312.00	\$142.00
NonResident	Flat Rate	\$5,816.00	\$7,968.00	\$213.00	\$8,187.00	\$219.00
Allied Health - Medical Nutrition (MNED) (Semester)- Level 3						
Resident	Flat Rate	\$5,032.00	\$5,170.00	\$138.00	\$5,312.00	\$142.00
NonResident	Flat Rate	\$7,755.00	\$7,968.00	\$213.00	\$8,187.00	\$219.00
Allied Health - Medical Nutrition (MNED) (Summer)						
Resident	Flat Rate	\$1,678.00	\$1,724.00	\$46.00	\$1,771.00	\$47.00
NonResident	Flat Rate	\$2,585.00	\$2,656.00	\$71.00	\$2,729.00	\$73.00

UNIVERSITY OF NEBRASKA MEDICAL CENTER

Tuition Rates

Student Category	Per Tuition Unit	Programs Starting in 2018/2019	Programs Starting in 2019/2020	Change	Programs Starting in 2020/2021	Change
Allied Health - Physical Therapy (Semester)-P3						
Resident	Flat Rate	\$6,965.00	\$7,870.00	\$211.00	\$8,086.00	\$216.00
NonResident	Flat Rate	\$13,488.00	\$13,846.00	\$371.00	\$14,227.00	\$381.00
Allied Health - Physical Therapy (Semester)-P2						
Resident	Flat Rate	\$7,659.00	\$7,870.00	\$211.00	\$8,086.00	\$216.00
NonResident	Flat Rate	\$13,475.00	\$13,846.00	\$371.00	\$14,227.00	\$381.00
Allied Health - Physical Therapy (Semester)-P1						
Resident	Flat Rate	\$7,659.00	\$7,870.00	\$211.00	\$8,086.00	\$216.00
NonResident	Flat Rate	\$13,475.00	\$13,846.00	\$371.00	\$14,227.00	\$381.00
Allied Health - Physical Therapy (Summer)						
Resident	Flat Rate	\$4,376.00	\$4,496.00	\$120.00	\$4,620.00	\$124.00
NonResident	Flat Rate	\$7,700.00	\$7,912.00	\$212.00	\$8,130.00	\$218.00
Allied Health - Physician Assistance (Semester) P3						
Resident	Flat Rate	\$7,157.00	\$8,099.00	\$217.00	\$8,322.00	\$223.00
NonResident	Flat Rate	\$20,485.00	\$21,048.00	\$563.00	\$21,627.00	\$579.00
Allied Health - Physician Assistance (Semester) P2						
Resident	Flat Rate	\$7,882.00	\$8,099.00	\$217.00	\$8,322.00	\$223.00
NonResident	Flat Rate	\$20,485.00	\$21,048.00	\$563.00	\$21,627.00	\$579.00
Allied Health - Physician Assistance (Semester) P1						
Resident	Flat Rate	\$7,882.00	\$8,099.00	\$217.00	\$8,322.00	\$223.00
NonResident	Flat Rate	\$20,485.00	\$21,048.00	\$563.00	\$21,627.00	\$579.00
Allied Health - Physician Assistance (Summer)						
Resident	Flat Rate	\$4,378.00	\$4,498.00	\$120.00	\$4,622.00	\$124.00
NonResident	Flat Rate	\$11,381.00	\$11,694.00	\$313.00	\$12,016.00	\$322.00
Allied Health - Radiation Therapy (RTHCAH) (Semester)						
Resident	Flat Rate	\$4,410.00	\$4,531.00	\$121.00	\$4,656.00	\$125.00
NonResident	Flat Rate	\$13,887.00	\$14,269.00	\$382.00	\$14,661.00	\$392.00
Allied Health - Radiation Therapy (RTHCAH) (Summer)						
Resident	Flat Rate	\$980.00	\$1,007.00	\$27.00	\$1,035.00	\$28.00
NonResident	Flat Rate	\$3,086.00	\$3,171.00	\$85.00	\$3,258.00	\$87.00
Allied Health - Radiography (RDX) (Semester)						
Resident	Flat Rate	\$3,969.00	\$4,078.00	\$109.00	\$4,190.00	\$112.00
NonResident	Flat Rate	\$12,500.00	\$12,844.00	\$344.00	\$13,197.00	\$353.00
Allied Health - Radiography (RDX) (Summer)						
Resident	Flat Rate	\$1,764.00	\$1,813.00	\$49.00	\$1,863.00	\$50.00
NonResident	Flat Rate	\$5,550.00	\$5,703.00	\$153.00	\$5,860.00	\$157.00

UNIVERSITY OF NEBRASKA MEDICAL CENTER
Tuition Rates

Student Category	Per Tuition Unit	Programs Starting in 2018/2019	Programs Starting in 2019/2020	Change	Programs Starting in 2020/2021	Change
Dentistry- Dental Hygiene-Level 4						
Resident	Per Credit Hour	\$245.00	\$284.00	\$7.00	\$292.00	\$8.00
NonResident	Per Credit Hour	\$771.50	\$793.00	\$22.00	\$815.00	\$22.00
Dentistry- Dental Hygiene- Level 3						
Resident	Per Credit Hour	\$276.75	\$284.00	\$7.00	\$292.00	\$8.00
NonResident	Per Credit Hour	\$771.50	\$793.00	\$22.00	\$815.00	\$22.00
Dentistry (Semester)- P4						
Resident	Flat Rate	\$13,019.00	\$13,377.00	\$358.00	\$14,709.00	\$394.00
NonResident	Flat Rate	\$31,947.00	\$32,826.00	\$879.00	\$33,729.00	\$903.00
Dentistry (Semester)- P3						
Resident	Flat Rate	\$13,019.00	\$14,315.00	\$383.00	\$16,179.00	\$433.00
NonResident	Flat Rate	\$31,947.00	\$32,826.00	\$879.00	\$33,729.00	\$903.00
Dentistry (Semester)-P2						
Resident	Flat Rate	\$13,932.00	\$15,746.00	\$421.00	\$16,179.00	\$433.00
NonResident	Flat Rate	\$31,947.00	\$32,826.00	\$879.00	\$33,729.00	\$903.00
Dentistry (Semester)- P1						
Resident	Flat Rate	\$15,325.00	\$15,746.00	\$421.00	\$16,179.00	\$433.00
NonResident	Flat Rate	\$31,947.00	\$32,826.00	\$879.00	\$33,729.00	\$903.00
Dentistry ASP (Semester)						
NonResident	Flat Rate	N/A	\$34,423.00	N/A	\$35,370.00	\$947.00
Dentistry (Summer) P3						
Resident	Flat Rate	\$6,509.00	\$7,157.00	\$192.00	\$8,090.00	\$217.00
NonResident	Flat Rate	\$15,973.00	\$16,412.00	\$439.00	\$16,863.00	\$451.00
Dentistry (Summer) P2						
Resident	Flat Rate	\$6,965.00	\$7,873.00	\$211.00	\$8,090.00	\$217.00
NonResident	Flat Rate	\$15,973.00	\$16,412.00	\$439.00	\$16,863.00	\$451.00
Dentistry (Summer) P1						
Resident	Flat Rate	\$7,662.00	\$7,873.00	\$211.00	\$8,090.00	\$217.00
NonResident	Flat Rate	\$15,973.00	\$16,412.00	\$439.00	\$16,863.00	\$451.00
Dentistry ASP (Summer)						
NonResident	Flat Rate	N/A	\$17,211.00	N/A	\$17,684.00	\$473.00
Medicine- (Semester) P4						
Resident	Flat Rate	\$15,877.00	\$16,314.00	\$437.00	\$17,681.00	\$1,367.00
**NonResident	Flat Rate	\$39,497.00	\$25,721.00	(\$13,776.00)	\$28,644.00	\$2,923.00
Medicine- (Semester) P3						
Resident	Flat Rate	\$15,877.00	\$17,208.00	\$1,331.00	\$17,681.00	\$473.00
**NonResident	Flat Rate	\$39,497.00	\$27,877.00	(\$11,620.00)	\$28,644.00	\$746.00
Medicine- (Semester) P2						
Resident	Flat Rate	\$16,747.00	\$17,208.00	\$461.00	\$17,681.00	\$473.00
**NonResident	Flat Rate	\$39,497.00	\$27,877.00	(\$11,620.00)	\$28,644.00	\$767.00
Medicine (Semester) P1						
Resident	Flat Rate	\$16,747.00	\$17,208.00	\$461.00	\$17,681.00	\$473.00
**NonResident	Flat Rate	\$39,497.00	\$27,877.00	(\$11,620.00)	\$28,644.00	\$767.00

UNIVERSITY OF NEBRASKA MEDICAL CENTER						
Tuition Rates						
Student Category	Per Tuition Unit	Programs Starting in 2018/2019	Programs Starting in 2019/2020	Change	Programs Starting in 2020/2021	Change
Nursing Undergraduate (Semester)-Level 4						
Resident	Per Credit Hour	\$341.25	\$368.00	\$10.00	\$378.00	\$10.00
NonResident	Per Credit Hour	\$963.25	\$990.00	\$27.00	\$1,017.00	\$27.00
Nursing Undergraduate (Semester) Level 3						
Resident	Per Credit Hour	\$358.25	\$368.00	\$10.00	\$378.00	\$10.00
NonResident	Per Credit Hour	\$963.25	\$990.00	\$27.00	\$1,017.00	\$27.00
Nursing Graduate/Professional Admitted Fall 2016 & Prior						
Resident	Per Credit Hour	\$498.50	\$512.00	\$14.00	\$526.00	\$14.00
NonResident	Per Credit Hour	\$1,040.50	\$1,069.00	\$29.00	\$1,098.00	\$29.00
Nursing Graduate/Professional Admitted Fall 2017						
Resident	Per Credit Hour	\$548.50	\$564.00	\$16.00	\$580.00	\$16.00
NonResident	Per Credit Hour	\$1,040.50	\$1,069.00	\$29.00	\$1,098.00	\$29.00
Nursing Graduate/Professional Admitted Fall 2018 & Forward						
Resident	Per Credit Hour	\$576.00	\$592.00	\$16.00	\$608.00	\$16.00
NonResident	Per Credit Hour	\$1,040.50	\$1,069.00	\$29.00	\$1,098.00	\$29.00
Pharmacy (Semester) P4						
Resident	Flat Rate	\$10,395.00	\$10,681.00	\$286.00	\$12,985.00	\$348.00
*NonResident	Flat Rate	\$12,994.00	\$13,351.00	\$357.00	\$16,231.00	\$434.00
Pharmacy (Semester) P3						
Resident	Flat Rate	\$10,395.00	\$12,637.00	\$338.00	\$12,985.00	\$348.00
*NonResident	Flat Rate	\$12,994.00	\$15,797.00	\$423.00	\$16,231.00	\$434.00
Pharmacy (Semester) P2						
Resident	Flat Rate	\$12,299.00	\$12,637.00	\$338.00	\$12,985.00	\$348.00
*NonResident	Flat Rate	\$15,374.00	\$15,797.00	\$423.00	\$16,231.00	\$434.00
Pharmacy (Semester) P1						
Resident	Flat Rate	\$12,299.00	\$12,637.00	\$338.00	\$12,985.00	\$348.00
*NonResident	Flat Rate	\$15,374.00	\$15,797.00	\$423.00	\$16,231.00	\$434.00
Public Health/Doctoral Programs-Admitted Fall 2017 & Prior						
Resident	Per Credit Hour	\$323.25	\$332.00	\$9.00	\$341.00	\$9.00
NonResident	Per Credit Hour	\$925.25	\$951.00	\$26.00	\$977.00	\$26.00
Public Health/Doctoral Programs Admitted Fall 2018 & Forward						
Resident	Per Credit Hour	\$333.00	\$342.00	\$9.00	\$351.00	\$9.00
NonResident	Per Credit Hour	\$925.25	\$951.00	\$26.00	\$977.00	\$26.00
Public Health/Professional Programs-Admitted Fall 2017 & Prior						
Resident	Per Credit Hour	\$423.50	\$435.00	\$12.00	\$447.00	\$12.00
NonResident	Per Credit Hour	\$1,061.25	\$1,090.00	\$29.00	\$1,120.00	\$30.00
Public Health/Professional Programs-Admitted Fall 2018 & Forward						
Resident	Per Credit Hour	\$436.50	\$449.00	\$13.00	\$461.00	\$12.00
NonResident	Per Credit Hour	\$1,061.25	\$1,090.00	\$29.00	\$1,120.00	\$30.00
*Decrease in Pharmacy nonresident tuition beginning fall 2018 to only charge 125% of resident rate						
**Decrease in Medicine nonresident tuition beginning fall 2019 to only charge 162% of resident rate						
Beginning in 2019-20, tuition rates will be rounded to the nearest \$1.00						

Assumptions

Compensation

Salaries, Wages and Benefits

A 2.0 percent salary merit pool is proposed. The UNO and UNK collective bargaining contracts will be funded at their negotiated 2.0 percent levels. An additional 0.4 percent is included to address faculty competitive issues at UNL and UNMC. Corresponding fringe benefits were adjusted accordingly (FICA, retirement contributions, etc.).

None of the University's goals would be possible without people. Talented, dedicated, hard-working people who share a commitment to the fundamental values of public higher education. The University of Nebraska wouldn't have the impact that it does without the 16,000 people who are working daily on behalf of students and the state.

Nebraska cannot recruit and retain talent with mountains, beaches, or the promise of year-round seventy-degree weather. But we can be a great place to work by compensating our talented employees competitively.

Like most universities, personnel costs are the largest spending component of our budget, accounting for over 80% of the expenses in our state-aided budget (spending supported by state tax dollars and tuition). Thus, compensation strategy is a key priority for the University.

Although compensation is a large component of our budget, compensation costs have not been increasing due to additional employees being added to the state-aided payroll. The number of University of Nebraska employees per student has decreased over the past two decades. While we are always looking for ways to operate more cost-effectively and efficiently, the data indicates the University is doing more teaching, research and outreach with fewer employees funded from state general funds and tuition.

Health Insurance

The University of Nebraska offers a preferred provider (PPO) "self-insured" health plan providing medical, dental, and pharmacy coverage to its employees. Most employers the size of the University are self-insured for medical coverage.

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

Based on the actuarial expense projections, premiums are projected to increase 3.2 percent in calendar year 2020, and 0.7 percent during the next fiscal year. The overall net increase of 0.7 percent includes six months (Jan-June 2020) of premium increases at 3.2% and six months (July-Dec 2019) of the already implemented savings (-2% premium decreases) that resulted from the strategies implemented by the Budget Response Team (BRT) in 2019.

Operations

General Operations - Inflation

The 2019-20 budget assumes a 2 percent inflationary increase. The Consumer Price Index for all Urban Consumers (CPI-U) has increased 1.8 percent over the last 12 months, while the Higher Education Price Index (HEPI), the inflationary index that measures the basket of goods colleges and Universities purchase (faculty, scientific equipment, library journals, utilities, etc.) has increased by about 2.6 percent this past year.

Utilities

The 2019-20 budget assumes a 3 percent increase in utility commodity prices. The US Energy Information Administration is currently forecasting a 3.9 percent increase in natural gas and a 2.3 percent increase in electricity.

Need Based Aid (Collegebound Nebraska)

The 2019-20 proposed budget includes increases for need based aid to keep pace with the proposed tuition price changes. While the benefits of a college degree have never been clearer, cost and access are key areas of concern for Nebraska students and families. The university must continue to keep costs reasonable so that all Nebraskans can attend regardless of their economic status – while also maintaining high academic standards. Collegebound Nebraska now promises full tuition coverage for nearly 7,000 Nebraska undergraduates attending the university.

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: FY 2019-20 Operating Budget and 2019-20 and 2020-21 Tuition Rates for the Nebraska College of Technical Agriculture

RECOMMENDED ACTION: Approve the Nebraska College of Technical Agriculture's FY 2019-20 Operating Budget and tuition rates for FY 2019-20 and FY 2020-21. Reappropriate with the State of Nebraska's Department of Administrative Services any unexpended balances existing on June 30, 2019 that are committed to be spent in FY 2019-20.

PREVIOUS ACTION: August 3, 2018 – The Board of Regents approved the FY 2019-20 and FY 2020-21 University of Nebraska Biennial Operating Budget request guidelines.

EXPLANATION: The attached materials provide additional details of the proposed 2019-20 operating budget. Expenditures, including compensation, are estimated and subject to availability of State funds appropriated to the Board of Regents.

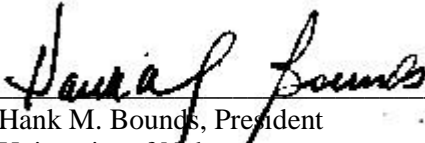
To help students and families better plan for the cost of their education, two years of tuition increases are proposed. The tuition rates are subject to change if the University's state funding is cut.

We thank the Legislature and Governor for their support and look forward to the continued partnership to meet the needs of the people of Nebraska.

SPONSORS: Michael J. Boehm
NU Vice President and IANR Harlan Vice Chancellor

Chris Kabourek
Vice President | CFO

RECOMMENDED:



Hank M. Bounds, President
University of Nebraska

DATE: June 21, 2019

Nebraska College of Technical Agriculture (NCTA) State-aided Operating Budget FY 2019-20

(Operating Budget Supported Primarily by State Appropriations and Tuition Funds)

	FY 2018-19 Current Budget	FY 2019-20 Proposed Budget (a)	Change from Amount	2018-19 Percent
ESTIMATED FUNDING				
State Appropriations	\$ 3,373,163	\$ 3,456,541	\$ 83,378	2.5%
Tuition (less University Remissions)	983,005	1,010,005	27,000	2.75% (b)
Total Estimated Funding	4,356,168	4,466,546	110,378	2.53%
EXPENDITURES:				
Salaries	2,709,043	2,771,351	62,308	2.3% (d)
Benefits	382,533	391,331	8,798	2.3%
Health Insurance	381,190	383,858	2,668	0.7% (e)
Total Compensation	3,472,766	3,546,540	73,774	2.1%
General Operations	425,196	433,700	8,504	2.0% (f)
Utilities	458,206	471,952	13,746	3.0% (g)
NCTA initiatives		14,354	14,354	(h)
Total Expenses	4,356,168	4,466,546	110,378	2.53%
NET ACTIVITY	\$ -	\$ -	\$ -	

Notes:

- (a) An estimated \$500,000 of one-time carry forward funds (encumbrances and other one-time commitments) are not reflected above. Reinstatement of allotment (spending) authority for these funds will be submitted to the State of Nebraska Department of Administrative Services (DAS). Capital construction budgets are not shown.
- (b) The tuition budget includes an average 2.75% tuition rate increase.
- (c) Expenditure line items are estimated. Final budget figures may vary from figures noted above. All expenses are subject to availability of state funds appropriated to the Board of Regents.
- (d) Reflects a 2.0% merit salary pool to be distributed on employee performance. An additional 0.4% is included to address faculty competitiveness issues.
- (e) Assumes a 3.2% increase in premiums in calendar year 2020. Overall net increase of 0.7% is based on a fiscal year period, including six months (Jan-June 2020) of premium increases at 3.2% and six months (July-Dec 2019) of the already implemented savings (-2% premium decreases) that resulted from the strategies implemented by the Budget Response Team (BRT).
- (f) Assumes a 2% inflationary increase based on the most recent annual change in the Consumer Price Index (CPI).
- (g) Assumes a 3% inflationary increase in utility commodity prices. The US Energy Information Administration is currently forecasting a 3.9% increase in natural gas and a 2.3% increase in electricity.
- (h) Funding to be used to address NCTA specific needs and initiatives.

Nebraska College of Agriculture (NCTA)
Total Budget - All Funds
FY 2019-20

	FY 2018-19 Current Budget	FY 2019-20 Proposed Budget	Change from 2018-19	
			Amount	Percent
State-aided Funds	\$ 4,356,168	\$ 4,466,546	\$ 110,378	2.5%
Revolving/Auxiliary Funds	1,950,000	2,050,000	100,000	5.1%
Total Funds	6,306,168	6,516,546	210,378	3.3%
State-aided expenses	4,356,168	4,466,546	110,378	2.5%
Non state-aided expenses	1,950,000	2,050,000	100,000	5.1%
Total Expenses	\$ 6,306,168	6,516,546	210,378	3.3%

Tuition Rates

Student Category	Per Tuition Unit	2018-19	2019-20	Change	2020-21	Change
Resident & Nonresident	Sem. Credit Hr.	\$131.50	\$135.00	\$3.50	\$139.00	\$4.00

Beginning in 2019-20, tuition rates will be rounded to the nearest \$1.00.

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Interlocal agreement establishing the iLNK Corporation

RECOMMENDED ACTION: Approve the interlocal agreement with the City of Lincoln, Nebraska, to establish the iLNK Corporation

PREVIOUS ACTION: None

EXPLANATION: The purpose of the interlocal cooperative agreement between the University of Nebraska and the City of Lincoln is to establish the iLNK Corporation, a nonprofit Interlocal Corporation, to secure federal grant funding to develop and market emerging wireless technologies to benefit urban infrastructure such as street lights and police body cameras as well as agricultural infrastructure such as irrigation systems, center pivots and unmanned vehicles.

The formation of iLNK represents an essential partnership between the University of Nebraska-Lincoln (UNL) and the City of Lincoln. UNL is an essential partner in securing grant funding and providing the researchers and expertise. The City of Lincoln is an essential partner in providing the access to existing City infrastructure and additional equipment and resources required to secure the grant funding and conduct the research.

iLNK will leverage previous investments at the University by utilizing the university's supercomputing infrastructure in Holland Computing Center (HCC), as well as the established network operation center at the Nebraska Transportation Center (NTC) in the Prem S. Paul Research Center at Whittier School. iLNK will also build on existing City infrastructure, including the Lincoln Technology Improvement System (LTIS), a 400- mile-long public/private broadband conduit; and the GL² advanced traffic management initiative to upgrade connections, controllers and software in City traffic lights.

iLNK will hold jointly-owned assets, and will be able to contract with third parties to offer broad access to its developments and discoveries to businesses and individuals in Nebraska.

The iLNK Corporation will create a framework for a long term, mutually beneficial relationship between the City and UNL and will continue in effect indefinitely until it is terminated.

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

PROJECT COST: Annual budget and budget variations will be approved by the iLNK board of directors.

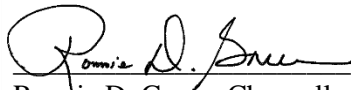
SOURCE OF FUNDS:

Funding of the interlocal agency's budget will come from multiple sources. iLNK is listed as a sub recipient in multiple pending federal grant applications, which, if funded, would provide monies for equipment, staffing and operations. Funding will also come from user fees from academic, industry and community partners utilizing the testbed. Support for purchasing, financial reporting, technical management and other administrative functions will be provided jointly by UNL and the City, with the intent these costs will be recovered from federal F&A reimbursements.

SPONSOR:

Bob Wilhelm
Vice Chancellor, Research and Economic Development

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

June 19, 2019

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF LINCOLN, NEBRASKA AND
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA
ESTABLISHING THE CORPORATION**

The parties to this Agreement are the City of Lincoln, Nebraska (the "City"), and the Board of Regents of the University of Nebraska (the "Regents") which now have, or in the future may have, a need to establish a networked urban and rural platform for advancing wireless research scalability and diversity as provided herein. This Agreement is made pursuant to the Interlocal Cooperation Act of the State of Nebraska.

I. PURPOSE.

The purpose of this Agreement is to provide for the organization and operation of a not-for-profit corporation under the Nebraska Nonprofit Corporation Act. Such corporation shall engage in activities including, but not limited to, developing a large scale, diverse and flexible platform that will enable U.S. researchers to address the wireless research challenges of the future with rigor and speed as directed by the City and the Regents (collectively, the "Parties") and may include such other persons and entities as the Parties may be authorized by law to include.

II. DEFINITION OF TERMS.

The following terms shall have the following meanings unless the context or use indicates or requires another or different meaning or intent.

"Corporation" shall mean the not-for-profit corporation organized and operated pursuant to this Agreement, the full name of which is: iLNK Corporation (hereinafter iLNK).

"Board" shall mean the Board of Directors of the Corporation selected as provided in Section IV hereof.

"Party" shall mean the City or the Regents.

"Director" shall mean a member of the Board of Directors of the Corporation.

"Interlocal Cooperation Act" shall mean the Nebraska Interlocal Cooperation Act, Sections 13-801 to 13-827, inclusive, Reissue Revised Statutes of Nebraska, as amended.

"Nonprofit Corporation Act" shall mean the Nebraska Nonprofit Corporation Act, Sections 21-1901 to 21-19,177 inclusive, Reissue Revised Statutes of Nebraska, as amended, and such other provisions heretofore or hereafter adopted granting to nonprofit corporations organized under the laws of the State of Nebraska, any authority, powers, rights, duties or responsibilities.

III. PARTIES TO THIS AGREEMENT.

The only Parties to this Agreement shall be the City and the Regents.

IV. ESTABLISHMENT OF CORPORATION.

A. The Parties agree that there shall be organized and maintained a corporation organized under the Nonprofit Corporation Act, the full name of which shall be: iLNK Corporation or iLNK.

B. The Articles of Incorporation of the Corporation, together with any amendments to the Articles of Incorporation, shall be approved by each Party. The Bylaws of the Corporation, together with any amendments thereto, shall be approved by the Regents.

C. The Board of Directors shall consist of six (6) Directors, three (3) of whom shall be appointed by the Regents and (3) of whom shall be appointed by City.

D. Directors shall be appointed for such terms as shall be specified in the Bylaws of the Corporation, and until their successors are selected and qualified.

E. Directors shall serve without compensation from the Corporation.

F. A vacancy on the Board shall be filled by the Party whose position on the Board is vacant.

G. No Director shall be eligible to vote during any period of time that the Party such Director represents is in default on any amount owed to the Corporation. During the existence of such default, the vote or votes of the Directors representing such Party shall not be counted as eligible votes for any purpose of this Agreement, the Articles of Incorporation, the Bylaws, or for the determination of a quorum to transaction business as provided in the Bylaws.

V. POWERS AND DUTIES OF THE CORPORATION.

The powers and duties of the Corporation shall include all powers which the Nonprofit Corporation Act confers upon the Corporation to the extent that such powers are consistent with those powers which can be delegated by the Parties to the Corporation pursuant to the Interlocal Cooperation Act for the purposes specified in Article I hereof.

VI. FINANCIAL MATTERS.

A. The Corporation shall not be operated for private profit, but shall be operated in such manner as shall tend to enhance the financial welfare of the Parties. The Corporation shall operate on a fiscal year from July 1 to June 30 and shall establish an operating budget which shall include all revenue of every type and description and expenses of every type and description. Each Party shall pay for contracted services and shall make payments therefor as provided in such contract.

B. The Corporation shall keep or shall cause to be kept appropriate books and records with respect to all financial activities of the Corporation. Such books and records will be available for inspection by any Party. Such books and records will be audited periodically as determined by the Board.

VII. DURATION.

This Agreement shall become effective upon execution by the Parties hereto and shall continue in effect indefinitely until it is terminated as herein provided.

VIII. TERMINATION AND DISPOSITION OF PROPERTY.

At any time during which the Corporation shall not have outstanding any bonds, notes or other evidences of indebtedness, this Agreement may be terminated by the unanimous action of the Parties and the Corporation may be dissolved or liquidated and its property and assets disposed of as follows:

A. Assets used by the Corporation to conduct the efforts of iLNK shall be distributed, transferred and conveyed to such Party or Parties as set out in any contracts related to such facilities or services or as determined by the Board if such contracts do not provide for the disposition of such property.

B. General assets of the Corporation shall be sold and the proceeds thereof distributed to the Parties as determined by the Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers this ____ day of _____, 2019.

Attest:

CITY OF LINCOLN, NEBRASKA

By: _____
Mayor

Attest:

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

By: _____
President

BYLAWS

iLNK CORPORATION

Pursuant to the Nebraska Nonprofit Corporation Act and the Articles of Incorporation, the undersigned directors do hereby adopt the Bylaws of iLNK Corporation (the "Corporation") to provide as follows:

The Corporation is organized in accordance with law and with an Interlocal Cooperation Agreement dated [DATE] (the "Agreement") between the City of Lincoln, Nebraska (the "City") and the Board of Regents of the University of Nebraska (the "Regents"), subject to the provisions of the Corporation's Articles of Incorporation and the laws of the State of Nebraska, at a meeting of the directors of the Corporation held in Lincoln, Nebraska, on the [DATE] day of [MONTH], 2019 called for such purpose.

ARTICLE I – MEMBERSHIP

Section 1. The Corporation shall have no members.

ARTICLE II – PUBLIC CHARACTER OF CORPORATION;

RIGHTS AND LIABILITIES OF DIRECTORS AND OFFICERS

Section 1. Activities. The Corporation shall engage only in activities which are essentially public in character in accordance with the provisions of its Articles of Incorporation.

Section 2. Non-Profit Character. The Corporation shall not be organized for profit and shall have no capital stock. The corporate income shall not inure, nor shall any distribution be made of any of its property or assets, to its officers, or directors, or any other private person, provided, such persons may be compensated for services rendered.

Section 3. Beneficial Interests. If the Corporation incurs indebtedness to acquire property, then upon retirement of such indebtedness full legal title to the property of the Corporation with respect to which the indebtedness is incurred shall vest as provided in any contracts entered into by the Corporation with respect to such property.

Section 4. Dissolution. Upon dissolution of the Corporation, it shall transfer all its right, title, and interest in its property and assets as provided in the Agreement.

Section 5. Liability. No member of the Board of Directors or officer of the Corporation shall be individually liable upon any indebtedness incurred by the Corporation.

ARTICLE III – DIRECTORS

Section 1. General Powers. The powers of the Corporation shall be exercised by a Board of Directors. The Board shall have power to adopt rules and regulations not inconsistent with the Agreement, the Articles of Incorporation, these Bylaws, or the laws of the State of Nebraska, for the management, administration, and regulation of the business affairs of the Corporation.

Section 2. Election and Tenure. The term of office of a director shall be two (2) years. The Board of Directors shall consist of six (6) members, three (3) of whom shall be appointed by the Regents and (3) of whom shall be appointed by City.

Section 3. Removal of Directors. Directors may be removed from office for cause by a two-thirds (2/3) vote of the Board, or by the appointing person or entity at any time without cause.

Section 4. Vacancies. Any vacancies in the Board shall be filled by a designee of the person or entity which originally appointed the former Board member for the unexpired portion of a term.

Section 5. Accounting and Audits. The Board shall establish and maintain an appropriate accounting system. A complete audit shall be made of the Corporation's accounts, books, and financing conditions after the close of each fiscal year, and a report thereon shall be submitted to each party to the Agreement not later than October 1st immediately following such audit(s).

Section 6. Principal Place of Business. The Board shall establish a principal place of business of the Corporation.

ARTICLE IV – MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held at such time and place as the Board shall determine by resolution.

Section 2. Special Meetings. Special meetings of the Board may be called by the President or by any three directors, pursuant to which the Secretary shall give written notice of the time, place, and purpose of such meetings to each director no less than three days prior thereto.

Section 3. Waiver of Notice. Any director may waive, by writing, any notice of a meeting required to be given to such director by these Bylaws. The attendance at a meeting shall constitute a waiver of notice of such meeting by such director, except where such attendance shall be for the express purpose of objecting that any such meeting has been lawfully called and convened.

Section 4. Quorum. A majority of the Board who are eligible to vote shall constitute a quorum.

Section 5. Public Notice. The Corporation shall comply with Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended, with respect to public meetings.

Section 6. Contracts and Services. The directors and officers of the Corporation may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Corporation and may freely make contracts, enter into transactions or otherwise act for and on behalf of the Corporation, notwithstanding that they may also be acting as individuals or as trustees of trusts or as agents for other persons or corporations or may be interested in the same matters as shareholders, directors or otherwise; provided, however, that any contract, transaction or act on behalf of the Corporation in a matter in which the directors or officers are personally interested as shareholders, directors or otherwise shall be at arm's length and not violate of the proscriptions in the Articles of Incorporation against the Corporation's use or application of its funds for private benefit. In no event, however, shall any person or other entity dealing with the directors or officers be obligated to inquire into the authority of the directors and officers to enter into and consummate any contract, transaction or other action.

Section 7. Compensation. Directors shall serve without compensation, but by resolution of the Board of Directors, a fixed reasonable sum or expenses of attendance, if any, or both, may be allowed for attendance at each regular or special meeting of the Board.

ARTICLE V – OFFICERS AND STAFF

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, and Secretary-Treasurer, and such other officers as the Board may deem appropriate from time to time, all of whom shall be members of the Board.

Section 2. Election and Tenure. At the first meeting of the Board it shall elect the officers of the Corporation, who shall serve until their successors are elected at the next annual

meeting. Officers shall thereafter be elected annually for a one-year term. A vacancy in any office shall be filled by the Board for the unexpired portion of the term.

Section 3. Removal of Officers. Officers may be removed by a three-fourths (3/4) vote of the Board for cause or whenever in the Board's judgment the best interests of the Corporation will be served thereby.

Section 4. President. The President:

(a) shall be the principal executive officer of the Corporation and, unless otherwise determined by the Board, shall preside at all meetings of the Board.

(b) may sign any deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board by resolution to be executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or of the Corporation, or shall be required by law to be otherwise signed or executed; and

(c) shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 5. Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice- President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to him or her by the Board.

Section 6. Secretary-Treasurer. The Secretary-Treasurer shall:

(a) keep the minutes of the meeting of the members and of the Board in one or more books provided for that purpose;

(b) see that all notices are duly given in accordance with these Bylaws as required by law;

(c) be custodian of the Corporation records and of the seal of the Corporation and affix the seal of the Corporation to documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws;

(d) have general charge of the books of the Corporation;

(e) keep on file at all times a complete copy of the Articles of Incorporation and Bylaws of the Corporation containing all amendments thereto (which copy shall always be open to the inspection of any member) and, at the expense of the Corporation, forward a copy of the Bylaws and all documents thereto to each member;

(f) have charge of custody of and be responsible for all funds and securities of the Corporation;

(g) be responsible for the receipt of and the issuance of receipts for all money due and payable to the Corporation and for the deposit of all such money in the name of the Corporation in such bank or banks as shall be selected in accordance with the provisions of these Bylaws; and

(h) in general perform all the duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Board.

Section 7. General Coordinator. The Board of Directors may appoint a general coordinator. The general coordinator shall perform such duties as the Board may require for him or her and shall have such authority as the Board may vest in him or her.

Section 8. Bonds of Officers. The Secretary-Treasurer and any other officer or agent of the Corporation charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board shall determine. The Board in its discretion may also require any other officer, agent or employee of the Corporation to give bond in such amount and with such surety as it shall determine.

Section 9. Compensation. The powers, duties and compensation of officers, agents and employees shall be fixed by the Board; provided, however, that directors shall serve without compensation subject to the provisions of Article IV, Section 7 hereof regarding the payment of expenses.

Section 10. Vacancies. A vacancy in office because of death, resignation, removal, disqualification or otherwise shall be filled by appointment in accordance with Article V, Section 2 of these Bylaws.

Section 11. Other Officers. The Board of Directors is authorized to create such other offices and appoint persons to such offices as the Board deems necessary to effectively conduct the operations of the Corporation.

ARTICLE VI – FINANCIAL TRANSACTIONS

Section 1. Contracts. Except as otherwise provided in these bylaws the Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents, employee or employees

of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

Section 3. Deposits. All funds of the Corporation shall be deposited and be secured in the same manner as public funds to the credit of the Corporation in such bank or banks as the Board may select.

Section 4. Debt. The Corporation may incur indebtedness from time to time upon approval of the Board for any corporate purpose; provided, however, that indebtedness incurred to pay the costs of capital projects exceeding \$250,000 in construction or acquisition costs shall be approved by the Regents and the City.

ARTICLE VII – LIABILITY PROTECTION

Section 1. Indemnification. The Corporation shall indemnify, defend, and hold harmless its Directors, Officers, employees, and agents from and against any and all liabilities, claims, actions, proceedings and judgments, including without limitation, amounts paid in settlement, attorney fees and costs incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such Director, Officer, employee or agent be named or involved in by virtue of having the status of a present or former Director, Officer, employee, or agent thereof, to the full extent permitted by the Act or other applicable law. The right of indemnification conferred by these Bylaws shall be extended to any threatened action, suit or proceeding, and the failure to institute it shall be deemed its final determination. The foregoing rights shall be in addition to and shall not be deemed exclusive of any other rights to which any Director, Officer, employee, or agent may be entitled under any other law, agreement, or otherwise.

Section 2. Advances for Expenses. The Corporation may pay for or reimburse the reasonable expenses incurred by a Director, Officer, employee, or agent who is a party to a proceeding in advance of final disposition of the proceeding, to the extent permitted by the Nebraska Nonprofit Corporation Act.

Section 3. Insurance. The Corporation (directly, or indirectly through the Regents or the City) may purchase and maintain insurance on behalf of an individual who is or was a Director, Officer, employee, or agent of the Corporation or who, while a Director, Officer, employee, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Corporation would have power to indemnify the person against the same liability.

ARTICLE VIII - MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June of each year.

Section 2. Conflicts of Interest. The Corporation shall adopt and maintain a Conflict of Interest Policy consistent with the Nebraska Nonprofit Corporation Act, the Internal Revenue Code of 1986 and policies of the City and the Regents.

Section 3. Amendments. These Bylaws may be altered, amended or repealed by the affirmative vote of three-fourths (3/4) of the votes eligible to be cast at any regular or special meeting of the Board, provided that the notice of such meeting shall fully describe the proposed

change and provided further that consent to such amendment is obtained as provided in the Agreement.

Section 4. Construction. In the event of any conflict between the Corporation's Articles of Incorporation and these Bylaws, the Articles shall control. Approved and adopted by [VOTE RESULT] of the Board of Directors of the Corporation present on [DATE].

ILNK CORPORATION

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Naming the Nebraska Union Auditorium the “Daryl Swanson Auditorium” at the at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the naming of the Nebraska Union Auditorium, pursuant to *Board of Regents Policy RP-6.2.7.3.c*, the “Daryl Swanson Auditorium” at UNL

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the renaming of the Nebraska Union Auditorium to the “Daryl Swanson Auditorium” in recognition of Daryl Swanson’s impact on the Nebraska Unions.


Daryl Swanson worked with the Nebraska Unions for 39 years from 1966-2005. He worked as a student employee and held various professional positions before becoming director in 1979. He served as director through his retirement in 2005. Daryl was responsible for the opening of the Nebraska East Union and overseeing the 1990s renovation of the Nebraska Union.

By naming the Auditorium in honor of Daryl Swanson, the Board of Regents express on behalf of UNL, its deepest gratitude and appreciation to Daryl for his lasting impact on the University of Nebraska.

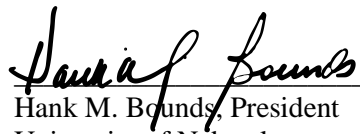
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: June 4, 2019

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

MEETING DATE: June 28, 2019

SUBJECT: Naming of a gallery at the Sheldon Museum of Art the "Henning Family Gallery" at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the naming of a gallery at the Sheldon Museum of Art, pursuant to *Board of Regents Policy RP-6.2.7.3.c*, the "Henning Family Gallery" at UNL

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the naming of a gallery at the Sheldon Museum of Art the "Henning Family Gallery" in recognition of a gift by Candy and Tom Henning to the Sheldon Art Association for the benefit of the Sheldon Museum of Art.

Candy Henning is a Broadcast Representative based in Lincoln and a graduate of UNL. She served on the board of the Sheldon Art Association from 2006-2012, including as president from 2010-2012. Presently, Candy serves as Chair of the Nebraska Arts Council, as well as on the boards of the Museum of Nebraska Art; the Lied Center Statewide Advisory Board; Nebraska's Early Childhood Business Roundtable; Trustee of the Nebraska State Historical Society; and as Honorary Trustee of the Sheldon Art Association.

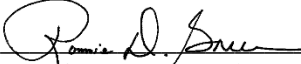
Tom Henning serves as chairman, president and chief executive officer for Assurity Life Insurance Company. A graduate of UNL and Stonier Graduate School of Banking at Rutgers University, Tom actively participates in many civic organizations including the Lincoln Chamber of Commerce, University of Nebraska Foundation, Lincoln Chamber Economic Development Corporation, Lincoln Partnership for Economic Development, the steering committee of Lincoln's Vision 2015 group, and the Nebraska Innovation Campus Development Corporation governing board.

By naming a gallery in their honor, the Board of Regents expresses on behalf of UNL its deepest gratitude and appreciation to the Henning Family for their support of the University of Nebraska.

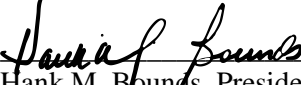
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: June 4, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Naming of the C.Y. Thompson Library new student learning commons the "Dinsdale Family Learning Commons" at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the naming of the C.Y. Thompson Library new student learning commons, pursuant to *Board of Regents Policy* RP-6.2.7.3.c, the "Dinsdale Family Learning Commons" at UNL

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the naming of the C.Y Thompson Library new student learning commons the "Dinsdale Family Learning Commons" in recognition of a substantial gift by the Dinsdale family.

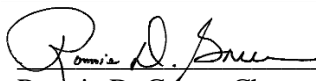
The Dinsdale family of Nebraska has made a major gift commitment to the project. In making the family gift, Sid Dinsdale, Chris Dinsdale, and Jane Dinsdale Rogers did so to honor their father, Roy G. Dinsdale; and Lynn Dinsdale Marchese and Tom Dinsdale did so to honor their late father John "Jack" A. Dinsdale. Roy graduated from the University of Nebraska. As brothers and business partners, they grew the family agriculture and banking business.

By naming the learning commons in honor of the Dinsdale family, the Board of Regents expresses on behalf of UNL its deepest gratitude and appreciation to the Dinsdale family for their support of the University of Nebraska.

The 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



Hank M. Bounds, President
University of Nebraska

DATE: June 4, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Naming of the Virtual Hospital within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning in honor of Chancellor Jeffrey P. Gold

RECOMMENDED ACTION: Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 with respect to facilities named for current employees, naming the virtual hospital within the Davis Global Center for Interprofessional Learning the “Jeffrey P. Gold, M.D. Virtual Hospital given by The Faculty of the UNMC College of Medicine”

PREVIOUS ACTION: June 1, 2017 - Name the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning.”

October 9, 2015 - The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center.

EXPLANATION: *Board of Regents Policy* RP-6.2.7.4.b. precludes naming facilities after current employees. Under exceptional, infrequent circumstances RP-6.2.7, 4.b. also provides that a facility may be named for a current employee, when so designated by a donor who has made a significant financial contribution supporting the University’s mission. The Board of Regents is pleased to recognize those circumstances in this instance, and at the same time, emphasizes that these circumstances are infrequent and do not establish a precedent or change in policy.

The Board of Regents approved the establishment of the Global Center for Advanced Interprofessional Learning at UNMC to provide a transformative learning resource that positions Nebraska as world-leading in competency-based, experimental learning and assessment, interdisciplinary education, and the advancement of clinical practice through the use of innovative technologies in simulation and virtual immersive reality.

Inside the Global Center, a Virtual Hospital was developed through the generous support of the UNMC Faculty. An endeavor to launch a new and exciting era of training for future physicians does not come easily; it is built through tireless dedication and vision. Dr. Gold is a highly respected, national leader who has and continues to change the landscape of medical education and training. In this spirit, the UNMC Faculty have requested that the Virtual Hospital be named for the current Chancellor of the University of Nebraska Medical Center, Dr. Jeffrey P. Gold.

By naming the Virtual Hospital in the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning the “Jeffrey P. Gold, M.D. Virtual Hospital given by The Faculty of the UNMC College of Medicine,” as requested by the UNMC Faculty, the Board of Regents expresses on behalf of the University of Nebraska its deepest gratitude and appreciation.

RECOMMENDED:


Hank M. Bounds, President
University of Nebraska

DATE:

June 14, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Naming of the Interprofessional Collaboration space within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning the “Pamela J. Boyers Ph.D. Interprofessional Collaboration”

RECOMMENDED ACTION: Approve a waiver of the requirements of *Board of Regents Policy* RP-6.2.7 with respect to facilities named for current employees, naming the Interprofessional Collaborations space within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning the “Pamela J. Boyers Ph.D. Interprofessional Collaboration”

PREVIOUS ACTION: June 1, 2017 – The Board of Regents approved naming the Global Center for Advanced Interprofessional Learning the “Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning”.

October 9, 2015 – The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

EXPLANATION: *Board of Regents Policy* RP-6.2.7.4.b. precludes naming facilities after current employees. Under exceptional, infrequent circumstances RP-6.2.7, 4.b. also provides that a facility may be named for a current employee, when so designated by a donor who has made a significant financial contribution supporting the University’s mission. The Board of Regents is pleased to recognize those circumstances in this instance, and at the same time, emphasizes that these circumstances are infrequent and do not establish a precedent or change in policy.

Dr. Pamela Boyers, Associate Vice Chancellor for Clinical Simulation and iEXCEL, is a medical educator who has expertise in interprofessional simulation, education and healthcare. She has developed a strong and enduring interest in impacting patient safety and improving outcomes of healthcare through the education of healthcare professionals. Dr. Boyers has built military and business partnerships to push simulation to new heights and has served as the lead architect behind UNMC’s iEXCEL program. In recognition of her work at UNMC, the William and Ruth Scott Family Foundation wishes to honor her with a naming of the Interprofessional Collaboration space the Pamela J. Boyers Ph.D. Interprofessional Collaboration.

By naming the Interprofessional Collaboration space within the Dr. Edwin Davis and Dorothy Ballbach Davis Global Center for Advanced Interprofessional Learning the “Pamela J. Boyers Ph.D. Interprofessional Collaboration” as requested by the donors, the Board of Regents expresses on behalf of the University of Nebraska its deepest gratitude and appreciation.

RECOMMENDED:


Hank M. Bounds, President
University of Nebraska

DATE:

June 20, 2019

TO: The Board of Regents Addendum IX-B-13
Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Acquisition of Real Property adjacent to the University of Nebraska at Omaha Glacier Creek Preserve, Douglas County, Nebraska

RECOMMENDED ACTION: Authorize the President and the Chancellor, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the acquisition of approximately 101 acres (North Tract) adjacent to the Glacier Creek Preserve, Douglas County, Nebraska

PREVIOUS ACTION: August 6, 2015 – The Board of Regents approved the Purchase Agreement by and between NS-The Heritage LLC (Heritage), the Papio Missouri River Natural Resources District (NRD) and the Board of Regents for approximately 104 acres adjacent to the University of Nebraska at Omaha’s Glacier Creek Preserve.

October 26, 2012 – The Board of Regents approved the Purchase Agreement by and between Heritage, the NRD, and the Board of Regents for approximately 76 acres adjacent to the Glacier Creek Preserve.

October 23, 2009 – The Board of Regents approved the Purchase Agreement by and between Heritage, the NRD, and the Board of Regents for approximately 86 acres of land adjacent to UNO’s Allwine Prairie Preserve.

EXPLANATION: Funding from a Nebraska Environmental Trust grant, the NRD, and private gifts allows UNO to continue with the next phase of the expansion of the Glacier Creek Preserve.

On May 15, 2015, the University purchased the option, for the sum of \$350,000, to acquire the North Tract parcel. The option, referred to as the North Tract Exclusivity Fee, was funded through a private donation and was reported to the Board of Regents on the March 18, 2016, Report of Gifts. According to the Fifth Amendment to the Letter of Intent (original LOI dated on or about June 30, 2014) by and between Heritage, the NRD, and the University, the purchase of the North Tract must be completed on or before July 31, 2019.

Acquisition of the North Tract is important to meet the broad objective of maintaining the biologic and geomorphologic dynamics of the Preserve as a vital educational and research resource. In particular, the North Tract acquisition is critical because (1) it encompasses a significant portion of the surface and subsurface hydrology that supports the existing Preserve’s creeks and springs, (2) it will expand the capacity of the Preserve to accommodate increasing use by a diversity of classes and other community outreach activities (ca. 4,000 students use the present site annually), (3) it’s strategic location adjacent to the existing preserve will protect the Preserve

against the adverse effects of chemical runoff, light, and sound pollution on wildlife and ecological functions, (4) the need for regional protection of historic native habitat, and (5) the importance of enhancing conservation space for the community and its future quality of life options. Ultimately, the tract will be restored to native prairie or associated habitats which are the focus of education, research, and outreach activities. UNO will manage the expanded Preserve to provide a continuous, prairie-wetland complex in support of environmental education, research, outreach, and native habitat conservation.

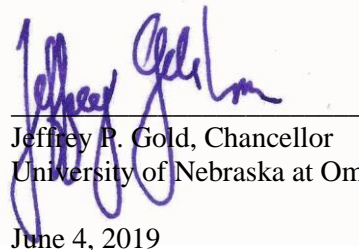
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

PROJECT COST: \$3,538,185

SOURCE OF FUNDS:	Nebraska Environmental Trust (NET)	\$	425,000
	Papio Natural Resource District (NRD)		300,000
	Private Donor		<u>2,813,185</u>
			<u>\$ 3,538,185</u>

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE:

June 4, 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: June 28, 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: Hank M. Bounds, President
University of Nebraska

DATE: June 13, 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 the private sector to attract, retain, and spur business development and economic opportunity.*
 - ii. Use university research and other resources to foster more effective relationships with the private sector.*
 - d. Support entrepreneurship education, training and outreach.
 - e. Collaborate with the public and private sectors to build successful regional, multistate, international linkages.
 - f. Use university resources to engage Nebraskans outside cities where our major campuses are located.
 - i. Effectively use the Nebraska Rural Initiative and other university-wide and campus programs to develop excellence in supporting community development while creating quality economic opportunities throughout rural Nebraska.*
 - ii. Effectively use regional research and extension operations and statewide extension for engagement with the university.*
6. The University of Nebraska will be cost effective and accountable to the citizens of the state.
- a. Support the development of a sustainable university environment.
 - i. Build a comprehensive long-range capital facilities planning process and provide a six-year capital construction plan, updated quarterly.*
 - ii. Implement the second phase of LB 605 to repair, renovate and/or replace specific university facilities.*
 - iii. Campuses shall pursue energy efficiency.*
 - iv. Campuses shall promote through policies and scheduling effective utilization of university facilities.*
 - b. Maintain a safe environment for students, faculty, staff and visitors.
 - i. Develop and regularly monitor fire safety plans and procedures.*
 - ii. Collaborate with state and local government in disaster planning.*
 - iii. Develop and test campus plans for emergencies and disasters.*

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

TO: The Board of Regents
Academic Affairs

MEETING DATE: June 28, 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: Hank M. Bounds, President
University of Nebraska

DATE: June 13, 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: June 28, 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: Hank M. Bounds, President
University of Nebraska

DATE: June 13, 2019

Strategic Framework Accountability Measure Reporting and Update Calendar

Revised for June 28, 2019 meeting

<u>Board Meeting Date</u>	<u>Academic Affairs Committee</u>	<u>Business Affairs Committee</u>
June 28, 2019	Research [4-a-i]	State Funding [1-a-i] Tuition [1-a-ii] Faculty Merit Compensation [2-a-ii] Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>
August 16, 2019	Student Learning Assessment [6-g] Study Abroad [3-d-i]	Administrative/Business Efficiencies [6-c-ii] <i>(Short-term Cash/Investments, Human Resources)</i>
October 25, 2019	None	None
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]	Administrative/Business Efficiencies [6-c-ii] <i>(Capital Queue)</i>

TO: The Board of Regents
Academic Affairs

MEETING DATE: June 28, 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: Hank M. Bounds, President
University of Nebraska

DATE: June 13, 2019

University of Nebraska Strategic Dashboard Indicators (Updated as of March 29, 2019)

State Funding Change (1.a.i) FY2018-19		Tuition Change (1.a.ii) FY 2018-19		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.= +0.7% <6% tuition increase		State funding and cost mgmt.= 3.2% <6% tuition increase 2018-19		UNL= 2.9% increase -1.0%		UNO= 4.5% increase -1.9%		80% retention rate		80.7%		Raise at least \$9 million in private funds	Raised \$14.3 million
Women Faculty (2.a.iii) Fall 2017		Minority Faculty (2.a.iii) Fall 2017		Top 25% Enrollment (3.b.i) Fall 2018		Nonresident Students (3.c.i) Fall 2018		Merit-Based Aid (3.b.ii) FY2017-18						
Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome	Target	Outcome					
	Increase over 2016 2017=37.61% 2016=37.14%		Increase over 2016 2017=22.55% 2016=20.75%		Increase to 50%	59.5%		Increase 1.5% over 2017	3.1%		Raise at least \$9 million in private funds	Raised \$40.0 million		
Study Abroad (3.d.i) AY2016-17		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						
	50% increase over 2011-12 number by 2019-20 26% 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 March 29, 2019)

Federal Research Funding Growth (4.a.i) UNL and UNMC FY2016-17						Faculty Salaries (2.a.i) FY2017-18					
	<u>Campus</u>	<u>Target</u>	<u>Outcome</u>		<u>Campus</u>	<u>Target</u>	<u>Outcome</u>		<u>Campus</u>	<u>Target</u>	<u>Outcome</u>
	UNL	1.14%	4.29%		UNMC	-0.71%	3.84%		UNL		2018= -5.2% 2017= -5.2%
									UNMC	Significant progress toward exceeding midpoint of peers	2018= -5.0% 2017= -5.7%
									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 2017	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:



Target Met or Exceeded









Progress Toward Target



Target Not Met

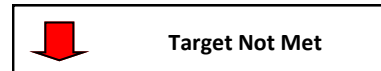
University of Nebraska Strategic Dashboard Indicators (Updated as of March 29, 2019)

	<u>Indicator</u>	<u>Target</u>	<u>Outcome</u>
	Workforce Development (3.h.i and 3.h.iii) Fall 2017	Review new internal and external research on workforce needs and update categories of employment for purposes of aligning university programs to changing needs.	Faculty and state agency research has been reviewed. The University of Nebraska continues to monitor relevant faculty and agency research to identify emerging workforce opportunities and trends in the state.
	Student Learning Assessment (6.g) Fall 2017	<ol style="list-style-type: none"> Review performance on standardized examinations and surveys, including the National Survey of Student Engagement and professional licensure examinations. Report on participation in pilot programs to measure student learning outcomes, such as the Collegiate Learning Assessment. 	<p>UNK, UNL and UNO currently participate in the National Survey of Student Engagement (NSSE). Performance on professional licensure examinations is 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 January 2017	Exceed average of similar fund types.	The 2015 return on the State's Operating Investment Pool (1.5%) exceeded the benchmark value of 1.3%.
	Endowments December 2017	Exceed average of similar fund types.	Fund N endowments gained 13.9% for the year ending June 30, 2017, while similar funds gained an average of 13.2% over the same period.
	Debt December 2017	Maintain Aa2 rating and exceed 1.15 coverage.	Bond rating maintained at Aa1 and exceeded 1.15 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: June 28, 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: Hank M. Bounds, President
University of Nebraska

DATE: June 13, 2019

Alignment of University's Strategic Goals with Board of Regents Agenda Items
June 28, 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 the academic program reviews report required by the NCCPE and approve forwarding of the program review reports to the NCCPE
 - Approve request to eliminate the Bachelor of Science in Electronics Engineering in the Department of Electrical and Computer Engineering in the College of Engineering at UNL
 - Approve request to dissolve the Center for Urban Sustainability at UNO
 - Approve the 2018-19 University Program and Facilities Fee (UPFF) Fund B allocations
 - Report on laboratory, student, and miscellaneous fees for 2019-2020
 - Strategic Framework report on State Funding and Tuition Accountability Measures

- 2. The University of Nebraska will build and sustain undergraduate, graduate, and professional programs of high quality with an emphasis on excellent teaching.**
 - Approve the academic program reviews report required by the NCCPE and approve forwarding of the program review reports to the NCCPE
 - Approve request to create the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications at UNL
 - Quarterly personnel report
 - Report on renaming the Bachelor of Science in Environmental Restoration Science to the Bachelor of Science in Environmental Science in the College of Agricultural Sciences and Natural Resources at UNL
 - Report on renaming the Department of Civil Engineering the Department of Civil and Environmental Engineering in the College of Engineering at UNL
 - Report on renaming the Ph.D. in Psychological Studies in Education the Ph.D. in Educational Psychology in the Department of Educational Psychology 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 the interlocal agreement with the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, the Nebraska Department of Labor, and each of the six Nebraska Community Colleges to establish the NSWERS
 - Approve request to create the Financial Communications Graduate Certificate in the College of Business and College of Journalism and Mass Communications 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.**
 - Approve changing the name of the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning to the Dr. Edwin G. and Dorothy Balbach Davis Global Center
 - Approve request to establish the Center for Heart and Vascular Research in the College of Medicine at UNMC

- Approve the interlocal agreement with the City of Lincoln, Nebraska to establish the iLNK Corporation
- Authorize the President and the Chancellor, in consultation with the Executive Committee of the Board, to approve terms and conditions to complete the acquisition of approximately 101 acres (North Tract) adjacent to the Glacier Creek Preserve, Douglas County, Nebraska
- Strategic Framework report on 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.

- Approve the composition of the Presidential search advisory committee, as provided for in *Board of Regents Bylaw 2.1* and *Board of Regents Policy RP-2.1.4*
- Approve the interlocal agreement with the Nebraska State Board of Education, the Board of Trustees of the Nebraska State Colleges, the Nebraska Department of Labor, and each of the six Nebraska Community Colleges to establish the NSWERS
- Approve the interlocal agreement with the City of Lincoln, Nebraska to establish the iLNK Corporation

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

- Approve amendments to Section 1.3, The Board of Regents of the University of Nebraska, and Section 1.4, Meetings of the Board, of the *Bylaws of the Board of Regents of the University of Nebraska*
- Approve the reappointment of Michael Boehm, Tonn Ostergard, and Matt Williams as members of the “Class B” Directors of the NICDC Board of Directors for three-year terms effective July 1, 2019
- Approve change in methodology to sell the property and improvements located at 518 South 38th Street in Omaha, Nebraska from public auction or sealed public sale to include utilization of a broker at the highest value
- Approve the purchase of real property located at 6902 Pine Street, Omaha, Nebraska
- Approve the purchase of real property at 609 South 48th Street, Omaha, Nebraska
- Approve amendment to Appendix “A” of the Restated Contract of Employment for President Hank M. Bounds
- Approve the composition of the Presidential search advisory committee, as provided for in *Board of Regents Bylaw 2.1* and *Board of Regents Policy RP-2.1.4*
- Approve the 2018-19 University Program and Facilities Fee (UPFF) Fund B allocations
- Approve the 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the University of Nebraska
- Approve the 2019-20 Operating Budget and 2019-20 and 2020-21 tuition rates for the Nebraska College of Technical Agriculture
- Approve naming:
 - The Nebraska Union Auditorium the “Daryl Swanson Auditorium” at UNL
 - A gallery at the Sheldon Museum of Art the “Henning Family Gallery” at UNL
 - The C.Y. Thompson Library new student learning commons the “Dinsdale Family Learning Commons” at UNL
- Approve waiver of the requirements of RP-6.2.7 on the naming of facilities and name:
 - The Virtual Hospital within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning the “Jeffrey P. Gold, M.D. Virtual Hospital given by The Faculty of the UNMC College of Medicine” at UNMC

- The Interprofessional Collaboration spaces within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Interprofessional Learning the “Pamela J. Boyers, Ph.D. Interprofessional Collaboration” space at UNMC
- Accept report of Emergency Contract Approval per RP-6.3.1, University of Nebraska at Kearney Dining Services Contract with Sodexo America, LLC
- Accept regular reports including:
 - Bids and Contracts report
 - Quarterly report on Gifts, Grants, Contracts, and Bequests
 - Quarterly Status of Capital Construction Projects
- Intermediate Design Report for Mabel Lee Hall Replacement at UNL
- Intermediate Design Report for Gnotobiotic Mouse Vivarium at UNL
- Reports on namings of:
 - Several rooms in the City and East Campus Nebraska Unions at UNL
 - Selected rooms within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning at UNMC
- Report on revisions to the Constitution of the College of Arts and Sciences at UNK
- Report on revisions to the Student Government Bylaws at UNO
- Strategic Framework report on State Funding and Tuition Accountability Measures

D. REPORTS

1. Report of Emergency Contract Approval per *Board of Regents Policy* RP-6.3.1, University of Nebraska at Kearney Dining Services Contract with Sodexo America, LLC Addendum IX-D-1
2. Quarterly Personnel Reports for the period October through December 2018 Addendum IX-D-2
3. Quarterly Personnel Reports for the period January through March 2019 Addendum IX-D-3
4. Laboratory, Student, and Miscellaneous Fees for 2019-2020 Addendum IX-D-4
5. Renaming the Bachelor of Science degree in Environmental Restoration Science to Environmental Science in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln Addendum IX-D-5
6. Renaming the Department of Civil Engineering to the Department of Civil and Environmental Engineering in the College of Engineering at the University of Nebraska-Lincoln Addendum IX-D-6
7. Renaming the PhD in Psychological Studies in Education to the PhD in Educational Psychology in the Department of Educational Psychology in the College of Education and Human Sciences at the University of Nebraska-Lincoln Addendum IX-D-7
8. Bids and Contracts Addendum IX-D-8
9. Quarterly Report of Gifts, Grants, Contracts and Bequests Addendum IX-D-9
10. Quarterly Status of Capital Construction Projects Addendum IX-D-10
11. Intermediate Design Report: University of Nebraska-Lincoln, Mabel Lee Replacement Addendum IX-D-11
12. Intermediate Design Report: University of Nebraska-Lincoln, Gnotobiotic Mouse Vivarium Addendum IX-D-12
13. Renaming several rooms located in the Nebraska Unions at the University of Nebraska-Lincoln, pursuant to *Board of Regents Policy* RP-6.2.7.3.a Addendum IX-D-13
14. Naming of selected rooms within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center, pursuant to *Board of Regents Policy* RP-6.2.7.3 Addendum IX-D-14
15. Revisions to the Constitution of the College of Arts and Sciences at the University of Nebraska at Kearney Addendum IX-D-15

16. Strategic Framework Report on Research Addendum IX-D-16
17. Strategic Framework Report on State Funding and Tuition Accountability Measures Addendum IX-D-17

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

MEETING DATE: June 28, 2019

SUBJECT: Report of Emergency Contract Approval – *Board of Regents Policy* RP-6.3.1.
University of Nebraska at Kearney Dining Services Contract with Sodexo
America, LLC

RECOMMENDED ACTION: Report

PREVIOUS ACTION: April 29, 2011 – The Board approved the University of Nebraska at Kearney’s
dining services contract with Chartwells’ Division of Compass Group USA, Inc.
for the ten year period from July 1, 2011 to June 30, 2021.

EXPLANATION: Chartwells, doing business at Compass Group USA Inc., provided dining
services to UNK for 20 years, with the recent contract beginning in 2011. In the
fall of 2018, Chartwells sought renegotiation of the contract’s financial terms.
Following attempts to reach a mutually satisfactory amendment to the contract,
Chartwells notified UNK on February 13, 2019, that it would terminate the
contract, effective May 20, 2019.

UNK released a request for proposal on February 22, 2019, for a dining services
contract to begin May 21. An evaluation by a committee comprised of student
and UNK constituencies resulted in the recommendation of Sodexo as the most
responsive proposal. The Sodexo proposal keeps overall costs and services to
students the same and reintroduces all-access meal plans, while maintaining the
current retail locations and “dining dollars” that are popular with UNK students.

Contract highlights are as follows:
\$250,000 annual unrestricted support
\$100,000 annual allowance for administrative catering support
\$30,000 annual allowance for Welcome Week catering support
\$25,000 annual allowance for student catering support
6,500 annual pre-season meals

In order to provide uninterrupted transition to the new dining arrangement on
May 21, 2019, UNK secured emergency approval of the Sodexo contract in
accordance with RP-6.3.1.6.

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

APPROVAL: 

Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: June 3, 2019

**UNIVERSITY OF NEBRASKA AT KEARNEY
LICENSE TO MANAGE AND OPERATE
UNIVERSITY DINING SERVICES**

THIS LICENSE TO MANAGE AND OPERATE UNIVERSITY DINING SERVICES (this "Agreement") is made and entered into effective the 11th day of May, 2019, ("Effective Date") by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public corporate body and agency of government of the State of Nebraska for and on behalf of the University of Nebraska at Kearney (the "University" or "UNK"), and Sodexo America, LLC ("Contractor"). Individually, each may be recognized as a "Party" and collectively, the "Parties."

WHEREAS, UNK issued a Request for Proposals, dated February 22, 2019 (the "RFP"), seeking written proposals from qualified firms for the exclusive management and operation of its Dining Services;

WHEREAS, Contractor submitted its bid response, dated March 27, 2019 (the "Bid Response"), portions of which have been attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, upon evaluation of all firms submitting proposals, UNK has determined that Contractor should be awarded this Agreement with UNK for management and operation of its dining services as set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Term of Agreement

This Agreement shall be effective upon execution by both Parties, with Contractor's operation of UNK's Dining Services commencing on May 21, 2019. Unless sooner terminated, the Agreement shall continue in full force and effect for a period beginning on the Effective Date and ending at midnight on June 30, 2024 (the "Initial Term"), subject to the right of the University to extend this license agreement thereafter for two (2) additional five (5) year periods (each a "Renewal Term"), upon mutual agreement of the Parties, with upon written notice to Contractor provided not less than one hundred eighty (180) days prior to the expiration of the Initial Term or then current Renewal Term. Notwithstanding anything to the contrary herein, the University may extend the Initial Term or any Renewal Term, either at its expiration or earlier termination, for a period of up to one hundred twenty (120) days to allow for the transition of services to a new operator (the "Transition Term"). For purposes of this Agreement, the Initial Term, any Renewal Term, and any Transition Term are referred to herein collectively as the "Term."

University and Contractor shall participate in a transition meeting in accordance with Exhibit "B," attached, at least seven (7) days prior to commencement of Services. If the transition meeting is not held by such time, the commencement of the Services shall be postponed accordingly. Additionally, University and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

2. Termination of Agreement

a. Termination Without Cause.

- i. *By University.* This Agreement may be terminated at any time, with or without cause, by University with not less than 180 days' written notice to the Contractor prior to the date of termination.
- ii. *By Contractor.* Effective July 1, 2021 and continuing throughout the remaining Term of this Agreement, Contractor may terminate this Agreement with or without cause, by providing University with written notice at least one fiscal year prior to the date of termination. Therefore, written notice must be given on or before July 1 with the termination effective the following June 30. In the event Contractor exercises its right under this Section 2.a.ii for termination without cause, then Contractor shall pay the University an amount equal to Five Hundred Thousand Dollars (\$500,000.00) as an early termination penalty on or before the effective date of termination. In addition, notwithstanding anything to the contrary herein, in the event Contractor exercises its right for termination without cause, the University will not be liable for the payment of any termination fees charged by Branded Concepts or reimbursement of any Contractor Commitments set forth in Section 18.f., with the exception of payments remaining on the Investment, which payments shall continue to be made in the amounts and on the payment schedule identified in Section 18.f.vi.

b. Termination for Cause.

- i. If either Party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Force Majeure reasons stated herein, or fails to deliver the services and/or products required by this Agreement or has delivered non-conforming or unacceptable services and/or products, the Party claiming such failure shall give the other Party a written notice of such breach. If the failure has not been corrected within ten (10) days for failure to make payment when due or within thirty (30) days from any other notice of breach, the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period.
- ii. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:
 - 1) The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or,
 - 2) The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

- c. Effect of Termination. In the event of termination per the terms of this Agreement, any payments due to UNK or to Contractor shall be prorated on a per diem basis to the date of termination. Upon termination, the University, or Contractor's successor, shall have the option to purchase Contractor's useable inventory of food and supplies at Invoiced Amount. If Contractor maintains an inventory of supplies bearing the logo of UNK or a UNK sponsor, University shall either purchase directly or cause Contractor's successor to purchase Contractor's usable inventory of such logoed supplies at Contractor's Invoiced Amount. The University or Contractor's successor may also purchase Contractor's fixtures and equipment at a mutually agreed upon fair market value. Termination of this Agreement shall not affect any right of either Party which accrues prior to such termination.

3. Dining Operations

During the Term, Contractor shall have the exclusive right and obligation to operate UNK's dining services, subject to the terms, conditions and restrictions set forth in this Agreement (the "Dining Operations"). For purposes of this Agreement, Dining Operations shall include the operation and maintenance of UNK's Residential and Retail Dining Locations (as defined in Sections 4(a) and 4(b) hereof) and providing Catering Services for UNK (as defined in Section 8 hereof) all as more particularly set forth in this Agreement. In performing the Dining Operations, Contractor shall perform according in accordance with the terms and conditions set forth herein, and according to the highest standards and commercial practices for the management and operation of dining services located on a university campus. It is the overall intent to provide students, faculty, staff, visitors and the UNK community with the highest quality products and the most courteous and efficient service possible. Contractor will perform the Dining Operations under the name "UNK Dining Services" or "Dining Services" during the Term. Any naming of Residential or Retail Dining Locations must be approved by the University in accordance with applicable University policy. Cups used to dispense soft drinks at retail locations shall include the name and/or logo of UNK and/or the soft drink company licensed by UNK and/or the national brand at which such soft drink is served.

4. Dining Locations

- a. Residential Dining Locations. For purposes of this Agreement, Residential Dining Locations shall include the following as depicted on Exhibit "C," attached hereto and incorporated herein by reference:
- 1) The Market @ 27th, located on the second floor of the Nebraskan Student Union, will offer a variety of food options. Contractor will implement their Dine&Explore community restaurant platform, referenced on pages 113 - 117 of the Bid Response. This platform shall include but is not limited to the Breakfast, Pop-Up Breakfast, The Grill, Pizza, Pasta, Meatballs, The Deli, Global Bars, Adventure Bars, Culinary Concepts, The Chef's Table, The Vegan and Vegetarian Station, Simple Servings, The Salad and Soup Bar and Brunch concepts.
 - 2) Louie's Diner, located in University Residence South, will implement the FoD program, as referenced on page 120 of the Bid Response, prior to the Fall 2020 semester. This concept will enable customers to choose from combinations of daily

specials and everyday favorites in a made-to-order style with minimal wait time. In addition, the pizza station within the Louie's Diner facility will remain as an option for personalized pizza offerings for customers.

- b. **Retail Dining Locations.** For purposes of this Agreement, Retail Dining Locations shall include the following as depicted on Exhibit "C":
- i. Chick-fil-A, Starbucks and Subway are located on the first floor of the Nebraskan Student Union. Contractor will obtain necessary licenses to continue to operate these retail concepts. If Contractor is unable to obtain licenses to operate these concepts within sixty (60) days after the Effective Date or if Contractor subsequently fails to maintain such licenses, the University shall have the right to terminate this Agreement upon notice to Contractor.
 - ii. Java Notes, located in the Fine Arts Building, will offer beverages, sandwiches, soups, salads, fruit cups and other on-the-go daily specials.
 - iii. The convenience store, located on the first floor of the Nebraskan Student Union, will begin to function as The Grid, as referenced on page 122 of the Bid Response, starting in the fall of 2019. This concept will offer a variety of on-the-go convenience and meal options.
 - iv. Other concepts, such as an A la Carte option in the STEM building and the twelve concept at the UNK Health Sciences Education Complex as referenced on pages 124 – 127 of the Bid Response, may be added to the program at a later date as mutually agreed upon by both Parties.
- c. **Branded Concepts.** For purposes of this Agreement, the term "Branded Concepts" shall mean those food and beverage systems operated by Contractor through national and regional third-party license agreements or franchise agreements, subcontracts, or through Contractor's own in-house trademarked brands. Contractor shall operate the Branded Concepts at University's Premises under the conditions set forth below.
- i. Contractor shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation.
 - ii. Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
 - iii. Contractor shall notify University at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Contractor and University shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Agreement.

iv. Upon termination or expiration of this Agreement, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.

v. At commencement of this Agreement, Contractor shall operate or cause to be operated the following Branded Concepts with the applicable fees to be paid by Contractor:

Starbucks
Chick-fil-a
Subway

vi. University has asked Contractor to operate a Starbucks store at the Premises. University understands that Starbucks Corporation will assess an early termination fee in the event that University requests Contractor to discontinue operating the Starbucks store. Provided that the Starbucks store has operated for at least one (1) year, Starbucks shall calculate the termination fee by adding (i) the average sum of royalty and advertising fees paid over the last twelve (12) months, multiplied by thirty-six (36) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than thirty-six (36) months remain) and (ii) the average value of products purchased from Starbucks for the last twelve (12) months multiplied by twelve (12) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than twelve (12) remain). If the store has been open less than one (1) year, the termination fee shall be determined by adding the (i) royalties and advertising fees for the last full calendar month of the store's operation multiplied by thirty-six (36) and (ii) product purchases for the last full calendar month of the store's operation multiplied by twelve (12). In no event shall the early termination fee exceed One Hundred Fifty Thousand Dollars (\$150,000.00). In the event the University terminates this Agreement without cause during the Initial Term, the entire amount of termination fee shall be payable by University within thirty (30) days after the effective date of termination.

d. License to Residential and Retail Dining Locations. The University grants a non-exclusive license to Contractor to use and access Residential Dining Locations and the Retail Dining Locations for the Dining Operations and for no other use without the prior written consent of the University. The University may change the location of Residential or Retail Dining Locations upon at least one hundred twenty (120) days' prior written notice to Contractor. Any material changes to the locations or offerings of a location must be by written amendment to this Agreement.

e. License to Office Space. The University grants a non-exclusive license to Contractor to use the office space identified on Exhibit "D" attached hereto and incorporated herein by reference (the "Office Space"). The University shall provide to Contractor at no cost to Contractor a desk and chair and access to a copier, printer, and wireless internet. To the extent Contractor requires additional services or equipment, including, but not limited to telephone services, UNK cost-per-copy services, or dedicated internet service, the installation of such services shall be approved by the University and Contractor shall pay for all costs associated therewith.

- f. University Kitchen Use. Occasionally UNK will schedule the use of the kitchen and equipment in the Nebraskan Student Union for use as a training laboratory, experiential learning or other student events that may require unique foods and food preparation (the “University Kitchen Use”). If products are prepared in this setting, Contractor supervision is required. The University will reimburse Contractor for Contractor’s actual cost of all product and a total of \$20/hr for the actual time Contractor’s supervision is required. The University Kitchen Use will be scheduled with the Contractor at least seven (7) calendar days in advance and shall not interfere with operations that are necessary to carry out Contractor’s obligations to meet the needs of the normal Dining Operations. Contractor will not bill the University for equipment or kitchen rental for this or any other purpose. To the extent allowed by law, University will indemnify Contractor from and against all claims, losses, liabilities and costs (including reasonable attorneys' fees) arising from the University Kitchen Use, except to the extent such claims arise from Contractor's negligence or willful misconduct.
- g. Utilities. UNK shall provide electricity, gas, water, sewer service and heating/air conditioning, where available and needed, to the Residential and Retail Dining Locations. UNK does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, air conditioning, internet, phone and/or equipment usage and shall not be responsible for any costs associated with the interruption of such services. However, it shall provide 48 hour notice of any scheduled utility interruption(s) and shall be diligent in restoring service following an interruption. To the extent such interruption in service is caused by the negligence or willful misconduct of Contractor or Contractor’s employees, UNK may request reimbursement for the costs of restoring such services.
- h. Maintenance. UNK will clean and maintain air distribution devices and light fixtures, including maintenance and replacement of light bulbs, and clean hood ducts, plenums and related units and fans. UNK will coordinate these cleanings and maintenance operations with Contractor to minimize interruption of operations.
- i. Parking. UNK will provide to Contractor, at no cost to Contractor, five (5) UNK parking permits for parking lots nearest to the areas of the Dining Services operations plus two (2) vendor parking permits. Any additional required permits for Contractor or Contractor’s employees must be purchased by Contractor directly from UNK Parking Services.

5. Hours of Operation; Minimum Operating Hours

- a. Hours of Operation. On or before July 1st of each year, Contractor will submit for UNK approval, which shall not be unreasonably withheld, delayed or conditioned, the hours of operation for each Residential and Retail Dining Location for the then upcoming academic year and following summer. Unless otherwise approved in writing by UNK Business Services, weekly service hours at Residential and Retail Dining Locations identified cannot go below the stated minimum weekly service hours set forth in this Section 5. Contractor shall maintain all operations until designated closing times.
- b. Academic Year – Minimum Weekly Service Hours. During the Academic Year (defined for purposes of this Agreement as the period commencing on the Thursday prior to the first day of classes for the fall semester and ending on the last day of classes of the spring semester, with such

dates being communicated by the University to Contractor in advance), Contractor will maintain minimum weekly service hours at Retail and Residential Dining Locations as identified below with it being understood that the weekly service hours are cumulative for all locations:

<u>Location</u>	<u>Minimum Weekly Service Hours</u>
Retail	258.50
Residential	147.00

In addition to the hours above, during the Academic Year, Contractor will maintain a minimum of ten (10) weekly cumulative late-night service hours (from 8:00 p.m. through 11:00 p.m.).

- c. Summer – Minimum Weekly Service Hours. During the Summer (defined for purposes of this Agreement as the period of time between the end of one Academic Year and the commencement of the next Academic Year), Contractor will maintain minimum service hours at Retail and Residential Dining Services locations as identified below:

<u>Location</u>	<u>Minimum Service Hours</u>
Retail	3 hours/day for student orientation days
Residential	34.50

Contractor will extend summer hours at no additional cost to the University to meet the needs of large camps/conference that are unable to efficiently eat within the set hours of operation. Any other groups requesting service outside of the set hours of operation will be assessed a fee of \$150/hr that will be processed through UNK or will be asked to utilize available catering services.

- d. Holidays and University Breaks. Contractor may, with prior written approval from UNK Director of Business Services, decrease weekly service hours in connection with University approved holidays and breaks or any other reasons as approved in writing by UNK Director of Business Services.

6. Meal Plans

With the exception of (i) Village Flats residents, (ii) summer residents, (iii) students who have received a waiver from the UNK Disability Service for Students Office and (iv) students who have received a waiver from the Nutritionist (as defined herein), all resident students are required to purchase a meal plan which includes a declining balance amount per semester that can be used at any Dining Services location.

For the 2019-2020 Academic Year, the following meal plans will be available. Students may choose to upgrade their meal plan at any time during the semester; however, students may only downgrade their meal plan during the first full week of classes for the respective semester:

Meal Plan	Plan Details
Loper	220 block meals with 580 declining balance dollars
Gold	160 block meals with 460 declining balance dollars
Blue	120 block meals with 340 declining balance dollars

For the 2019-2020 Academic Year, the following voluntary meal plans will be available to individuals not required to purchase a meal plan as stated above:

Meal Plan	Plan Details
The 60	60 meals per semester for Residential Dining locations
The 30	30 meals per semester for Residential Dining locations
The 15	15 meals per semester for Residential Dining locations

Prior to October 1, 2019, Contractor will work with UNK to conduct a complete evaluation of the current meal plans and the overall structure of the program. With student and campus input, the meal plan structure will be evaluated and possibly adjusted to meet the variety of needs for all students including but not limited to freshmen, upperclassmen and commuters. Meal plans meeting these needs, upon mutual agreement by both Parties, will be implemented for the 2020-2021 academic year.

Each August, the Contractor will collaborate with UNK in the development, promotion and evaluation of meal plans to meet the diverse needs of UNK's students and provide financial stability to the Dining Services operation. Any change in the number and or structure of meal plans for the following academic year requires mutual approval of the Contractor and UNK by October 1st of the previous year. Student input in the evaluation of meal plan changes is recommended.

Contractor shall offer to organized student groups from the University, reciprocity with their block meals to eat a meal on another College\University campus that Contractor provides Food Services. The organized student group must provide Contractor seven (7) days' prior notice so that Contractor can coordinate the meal exchange process.

7. Customer Payment Options

- a. Residential Dining Locations. All Residential Dining Locations must accept all-access meal plans, declining balance dollars, Loper Dollars (as defined below), cash, debit and credit card payments.

- b. Retail Dining Locations. All Retail Dining Locations must accept declining balance dollars, Loper Dollars, cash, debit and credit card payments.
- c. Gift Card/Rewards Programs. To the extent deemed feasible by the Contractor and UNK Director of Business Services, Contractor will implement gift card and rewards programs for Retail Dining Locations. The implementation of programs are subject to the terms and conditions of Contractor's franchise agreements.
- d. Loper Dollars. Loper Dollars is an on-campus debit system administered by UNK and is not affiliated with any financial institution. Faculty, staff and students using Loper Dollars for any purchase at any Dining Services location shall receive a twenty (20) percent discount on the retail price of their purchase. The amount of the Loper Dollars discount shall be excluded from Gross Sales for purposes of calculating commissions owed to UNK.

The Contractor agrees to the following responsibilities related to the Loper Dollars program:

- i. Prior to any Loper Dollars transaction, to verify by visual inspection that the card user is pictured on the UNK ID Card, and confiscate any UNK ID Card that fails to pass such inspection. Loper Dollars transactions shall be completed only when the UNK ID Card and card owner are physically present at the Dining Location. No Loper Dollars transactions are permitted over the phone, mail or email;
- ii. To notify the UNK Card Office immediately during regular business hours or UNK Police after 5:00 p.m. and on weekends and holidays if a UNK ID Card is found or confiscated. Contractor shall promptly deliver the found or confiscated cards to the UNK Card Office. If fraud is detected, UNK Police should be contacted immediately;
- iii. To not accept the Loper Dollars unless the online system is available. Contractor assumes liability for all transactions accepted while the system is off-line and unavailable;
- iv. To pay UNK a 2.5% administrative fee on the Gross Revenues received from the use of the Loper Dollars. For purposes of this Section, Gross Revenues shall mean the actual amount of Loper Dollars sales, prior to any deductions. To pay all applicable sales tax associated with Loper Dollars sales;
- v. To balance each day the Loper Dollars sales recorded at Dining Services cash registers to UNK's ID Card System Reports;
- vi. To make available such financial records pertaining to Loper Dollars sales, as may be reasonable for internal and/or external audits. Contractor shall maintain a record of every Loper Dollars transaction for a minimum of five (5) years from the date of the transaction. This obligation shall survive the termination or expiration of this Agreement; and,
- vii. To follow the terms and conditions found in Exhibit "E" Loper Dollars Stored Value Account Terms and Conditions and any subsequent amendments or addendums thereto.

Notwithstanding anything to the contrary herein, Loper Dollars may not be used on non-board and Early Childhood Education Center rates as referenced in Section 18b.

8. Catering Services

- a. Catering Services. Contractor will provide a minimum, three-tiered catering program known as Gatherings: Perfected, referenced on pages 150 – 157 of the Bid Response, and all of its applicable and rotating menu options (the “Catering Services”). The Catering Services shall be of the highest professional standards, featuring quality service and appropriate ambiance. Contractor shall provide systems that assure that events receive quality food and optimum service in a timely manner.
- b. Exclusive Caterer. Subject to the exclusions set forth in Section 19 below, Contractor shall have the exclusive right and obligation to provide catering services for all events (which require food service) located on UNK owned and managed property and facilities during the Term of this Agreement. Upon UNK’s request, Contractor shall also provide catering service within or adjacent to the following: Museum of Nebraska Art (MONA), Alumni House, Chancellor’s Residence, Vice Chancellor’s Residence, Dean’s Residence and the Nebraska Safety Center. UNK shall control the space commitment and scheduling of authorized institution-catered events. In the event Contractor is unable to provide catering services for a particular event, the University may engage the services of an outside caterer.
- c. Outside Catering. Contractor may provide catering services to persons or groups outside of the UNK community by notifying and securing approval from the UNK Director of Business Services. UNK may withhold approval, if in its reasonable judgment, it determines that catering to such outside persons or groups adversely impacts Contractor’s performance hereunder or otherwise results in a negative effect on the on-campus community.
- d. Pricing; Billing. Contractor shall provide complete catering menu price lists prior to the Effective Date, which price lists must be approved in writing by the University. Contractor’s catering prices will be competitive with comparable menu items served by local catering operators and by higher education institutions similar to UNK in terms of faculty and student populations, setting and educational mission. Contractor and University shall mutually determine the price at which catering items shall be sold. Increases shall be determined in accordance with Section 18(c). Any additions, deletions or changes in service require the prior written approval of the UNK Director of Business Services. Contractor shall strive to price catering in a manner that provides for a single catering fee and avoid “extra” service fees, as much as is possible. Should “extra” fees be charged, the fees must be reasonable and fair, accompanied by a full explanation of each service fee and why the additional fee is needed. All applicable fees must be included in the quote provided to the customer and approved annually by the Director of Business Services. Contractor will be responsible for billing for all catering services provided, including to UNK organizations. UNK will not receive commission on catering services for currently recognized UNK Student Organizations.
- e. Promotions. Contractor will provide brochure/marketing pieces which will be used to promote catering services. In addition, Contractor will provide promotional and menu point-of-sale for

customer review and selection. Annually, in the fall, Contractor will promote the UNK catering experience by hosting one (1) departmental and one (1) organizational catering expo. Throughout the Term, Contractor will occasionally introduce special, limited-time offers as part of its catering promotion. Contractor will meet with campus departments and student organizations to communicate catering services and guidelines.

- f. On-line Ordering. Contractor will use a catering ordering and system management application (CaterTrax) to provide a quick on-line ordering services, sample menus, event planning guidelines, and policies for booking requests. Once a customer places an order, the program should immediately send a confirmation to the customer.
- g. Pickup/Disposal. Catering service items and food items must be promptly removed. Food items may not be left unattended for more than four (4) hours. It is the responsibility of catering service staff to arrange for the pickup and/or disposal of catered items.
- h. Alcohol. The service of alcohol at events designated by the Chancellor's Office is also provided at no cost to UNK. Contractor will be reimbursed through private funds for costs associated with the purchase of alcohol. Contractor, at its own expense, will obtain all necessary permits and/or licenses to meet applicable requirements to serve such alcohol. Contractor may securely store alcohol within areas designated by UNK and will be responsible for secure storage of such alcohol. Contractor may also use alcohol in unique food preparation but must store alcohol in areas that are secure.

9. Management and Personnel

- a. Existing Employees. Contractor agrees to work to hire and retain the employees of the previous Dining Services provider, Chartwells (Compass Group USA, Inc.) if the employees are willing and able to do so. Any elimination of employees or employee positions during the first month of the Term should be collaboratively discussed with the UNK Director of Business Services. Any elimination of management or management positions during the first year of the Term should be collaboratively discussed and approved by the UNK Director of Business Services. Contractor will also uphold the following commitments to these employees:
 - 1) Recognize original hire dates;
 - 2) Honor current wages or offer improved wages;
 - 3) Closely match previous vacation, sick and holiday policies; and,
 - 4) Waive the initial waiting period for benefits enrollment.
- b. Compliance. Contractor's employees will comply with all laws in relation to their roles as members of the UNK community, as well as all University rules, practices and policies. Contractor's employees shall abide by all Athletic Department, Mid-America Intercollegiate Athletics Association and National Collegiate Athletic Association rules and regulations (or any successor athletic conference or governing body) with respect to student-athletes that UNK provides to Contractor in writing.

- c. Staffing. Contractor shall at all times maintain on duty at the University an adequate staff of employees for an efficient and quality operation. The University shall have the right to review the staffing patterns and job schedules and work with Contractor to mutually agree upon increased staffing based on the needs of Dining Services.
- d. Training. Contractor shall have the resources and staff for continually providing satisfactory training and development programs for Contractor's employees at all levels of the organization. The Contractor shall be responsible for the expense of such training. All Contractor employees present on the UNK campus shall participate in training required by the University from time to time, including, but not limited to, training regarding sexual harassment and diversity and inclusion.
- e. No Free/Discounted Meals. Contractor shall not furnish free or discounted meals, snacks, or beverages to Contractor's employees as a direct operating expense of Dining Services.
- f. Appearance; Hygiene. Uniforms must be provided to full-time and part-time employees, including students. UNK requires uniforms which positively reflect the image of the particular dining experience. The Contractor shall be responsible for the expense of providing employee uniforms which easily and appropriately identify Contractor and Contractor employees by name. These uniforms will not bear any UNK or University logos unless given prior approval by the UNK Director of Business Services. All Contractor employees while on campus should be identifiable as a Contractor employee. This requirement can be met by a Contractor employee uniform or clothing identifying the Contractor name or an identification card issued by Contractor. Contractor employees must be prepared to show identification while on the UNK campus. Contractor employees shall, at Contractor's expense, obtain UNK ID Cards designating the Contractor employee as an affiliate of the University. Contractor's employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. To the extent permitted by law, Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. To the extent permitted by law, any contagious disease such as hepatitis must be reported immediately to UNK. Contractor shall be responsible for providing food handler certificates and/or medical examinations as required by law and, to the extent permitted by law, shall make such records available for review upon UNK's request.
- g. Nutritionist. Contractor will, at no additional cost to the University, provide the services of a credentialed Nutritionist. The Nutritionist must be available at all times to assist and advise students, faculty and staff concerning special dietary needs, including but not limited to food allergies and religious requirements. In addition, the Nutritionist must be available on the UNK campus a minimum of two days at least two times per year for group and individual meetings with UNK faculty, staff or students to help assess their nutritional needs and assist in planning dietary goals or desired lifestyles. In the event that a student who would otherwise be required to purchase a resident dining plan requests a waiver, the Nutritionist will determine whether that the student's special dietary needs, including food allergies or religious requirements, can be accommodated through Dining Services. The University, in coordination with recommendation of the Nutritionist, will make the final determination on each waiver request.

- h. Management. Contractor will focus heavily on sourcing and placing the right caliber of management personnel who will be committed to serving the UNK community. The University shall be included in the selection and evaluation process of Contractor's management team. The University shall have final approval of strategic management hires such as the Director of Operations, such approval not to be unreasonably withheld, delayed or conditioned. These hires will have 3 – 5 years of extensive experience in the management of dining services serving a university community. Candidates will demonstrate skills which encompass both knowledge of the Contractor's business operations, as well as knowledge of the particular operations unique to UNK and the need for campus collaboration. Contractor shall maintain a stable management team with no greater than ninety (90) consecutive days of vacancy in any given position in any twelve (12) month period. Contractor's management team consists of the directors and managers stated below. Interim appointments represent an acceptable form of management stability. Contractor shall provide corporate management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future Dining Services programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to Agreement terms. Contractor shall have the on-site management be available to meet with the UNK Director of Business Services on a monthly basis for the purpose of discussing financial results and business strategies.
- i. Changes to Organizational Structure. The University must approve any change to the organizational structure of Contractor's UNK operations. Contractor's request for approval of changes in organizational structure shall be submitted in writing to the UNK Director of Business Services and be accompanied by a business case supporting the change. University approval of suggested changes will be based upon the expected benefits to the dining services operations and the University's strategic goals, it being understood that University shall not unreasonably withhold, delay or condition such approval. Contractor's staffing model shall at a minimum provide and maintain the following managerial staff positions during the term of the Agreement:
- General Manager
 - Executive Chef
 - Director of Catering
 - Director of Retail Operations
- j. Criminal Background Investigations. Contractor will provide the appropriate experienced professional employees to operate the Dining Services program. Contractor warrants and represents that Contractor has obtained, at Contractor's own expense and in a manner compliant with all applicable local, state, federal and international laws, a background screening for all of its employees to be employed for Dining Services located at UNK. Such background screenings shall be completed consistent with current industry standard and shall, at a minimum, include the same degree of thoroughness as those background checks the University conducts for newly hired staff at the UNK. Contractor agrees to update any background screening upon reasonable request by the University, it being agreed that any request based upon the occurrence of any illegal activity involving Contractor or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable hereunder. Contractor shall provide the University with evidence of the completion of the required background screenings upon the University's request. Contractor shall not hire, retain or engage any employee who has been convicted (felony or misdemeanor) of or

entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder or kidnapping. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render an applicant ineligible for employment, considering (a) the nature and gravity of the offense or offenses, (b) the time that has passed since to offense or conduct and/or completion of the sentence, and (c) the nature of the job held or sought. This provision shall not apply to employees that were previous contractor's employees and transferred to Contractor's payroll.

10. Quality and Standards

a. Quality Assurance Program. Contractor will maintain a robust quality assurance program including, but not limited to:

- 1) Emergency preparedness and response;
- 2) Culinary initiatives and food programs;
- 3) Packaged food labeling regulations;
- 4) Food safety audit programs;
- 5) Food safety training programs and adult learning;
- 6) Associate health and hygiene programs;
- 7) Cook-chill technologies;
- 8) Standard operating procedures (SOPs);
- 9) Sanitation standard operating procedures (SSOPs);
- 10) HACCP (hazard analysis critical control points) compliance plans; and,
- 11) Third party safety audits.

b. Food Procurement Standards. Food purchased by the Contractor for use at UNK shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

- 1) Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
- 2) Pork and Lamb – USDA Grade A (#1);
- 3) Poultry – USDA Grade A;
- 4) Seafood – USDA Grade A;
- 5) Eggs – fresh cracked, USDA Grade A;
- 6) Frozen Foods – USDA Grade A Fancy;
- 7) Fresh Produce – USDA #1 Quality;
- 8) Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
- 9) Cheeses such as Cheddars, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entree foods;
- 10) Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;

- 11) Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat;
- 12) Frankfurters/Hot Dogs – maximum eight (8) per pound, all beef. Turkey franks may be substituted to address certain dietary requirements and preferences; and,
- 13) All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications.

The indicated grades are intended as minimum standards only, and Contractor is encouraged to exceed these minimums wherever possible. All other food not included in the above categories shall be of comparable quality.

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, Contractor shall provide UNK with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided.

Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this Agreement. UNK accepts that Contractor or its parent company may receive volume, trade or cash discounts for items purchased as part of doing business at UNK and that those discounts will accrue to Contractor and will not be credited back to UNK. UNK understands that certain charges reflected on the profit and loss statement are based on a portion of overall company expenses.

UNK reserves the right to periodically inspect Contractor's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

Contractor shall take under advisement the wishes of UNK regarding product and brand preferences, use of state products and local (in-state) vendors when costs are not significantly increased and Contractor's quality assurance standards are satisfied.

- c. Vendors. University acknowledges that Contractor shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Contractor for or on behalf of University.
- d. Food Preparation Standards. The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Contractor shall minimize the use of pre-prepared food items.

Contractor shall provide accommodations or special venues that cater to the needs of persons with chronic dietary issues (diabetes, low cholesterol and low sodium needs) and various degrees of vegetarian/vegan diets, as well as the tastes of international populations.

e. Food Service Standards. Contractor will, at a minimum, maintain the following standards of service:

- 1) Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit);
- 2) All food shall be garnished for attractive presentation;
- 3) Food items at the main service stations shall be readily identifiable with attractive and individual labels;
- 4) Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served;
- 5) All serving stations and bars are to be well-stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the board operations stations fifteen (15) minutes after the closing of service hours to allow late students to be served;
- 6) Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors; and,
- 7) Partially used and broken items shall be promptly removed from the serving area.

f. Housekeeping and Sanitation Standards. Contractor shall maintain University standards of sanitation required by applicable laws, ordinances, rules and regulations, as well as those assessed by the UNK Director of Business Services. Contractor shall, at a minimum, be responsible for:

- Routine daily sweeping, mopping and buffing of non-carpeted floors;
- Vacuuming and spot cleaning carpets and furniture;
- Routine weekly cleaning of the hoods below ceiling level and filters;
- Timely removal of waste and cleaning of eating surfaces and seating during Contractor's operating hours;
- Daily cleaning of eating surfaces, seating, and seating areas and removal of waste and recycling prior to the opening and after closing of Dining Services operations;
- Transporting waste and recycling from its assigned areas to designated exterior receptacles. No waste or recycling should be stored in obtrusive, production or dining areas;
- Removal and disposal of grease;
- Cleaning and upkeep of areas near and around exterior receptacles and loading dock(s) including any spills caused by Contractor or its employees. UNK will remove trash and garbage from the designated exterior receptacles;
- Working with UNK to minimize waste and disposal costs;
- Daily scrubbing of NSU kitchen and retail prep areas; and,
- Providing access to facilities as needed for insect and pest control purposes. UNK will contract with a third-party to provide insect and pest control and cover

associated costs with the exception of insects or pest caused by Contractor or its employees' negligence.

Contractor shall be responsible for housekeeping and sanitation services in all Dining Locations, Nebraskan Student Union Food Court, and associated areas which shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, offices, hallways and stairs used by Contractor.

UNK will provide periodic stripping and sealing or waxing of floors, if any, and shampooing carpeted areas and furniture; periodic cleaning of draperies, blinds, ceilings and outside windows as deemed necessary. UNK will coordinate these cleanings with Contractor to minimize interruption of operations.

Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by UNK, schedules shall be posted and implemented within ninety (90) days of the beginning of the Agreement.

When the Dining Services areas are closed for UNK breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

g. Recycling and Energy Conservation. Contractor shall make a commitment to recycling at an activity level no less than that which exists at UNK at the time of execution of this Agreement. Further, Contractor shall actively participate in initiatives created by UNK's Sustainability Committee, and support UNK's recycling program as it evolves toward greater sustainability. Contractor shall:

- 1) Incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible;
- 2) Recycle food, packaging and other items to the extent that there are available markets and outlets for the products;
- 3) Where safe and practical, leftover foods may be donated to a local shelter, Campus Kitchen or Big Blue Cupboard as stated in Section 19; and,
- 4) Assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items when the Dining Services facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned to match dining service needs and not wastefully turned on when not needed.

11. Equipment and Maintenance

a. Use of University Equipment. The University shall purchase and maintain ownership of all equipment inventory including but not limited to utensils, food prep appliances and cleaning equipment (collectively, the "Equipment"). The Equipment will be made available to the

Contractor for use in its Dining Operations. Contractor and UNK will work collaboratively to maintain an up-to-date list of these items. Prior to July 1 of each year, Contractor will provide UNK with an up-to-date list of any Contractor-owned equipment or other items. All equipment purchases and capital improvements, which shall include any improvements that enhance the property or facility value or increase the useful life of the facility, property or equipment, will be controlled and conducted through UNK.

- b. University Maintenance. Subject to the cleaning and upkeep required by Contractor, UNK will maintain, repair and replace the Equipment; provided, however, in the event such maintenance, repair or replacement is required due to the negligence or willful misconduct of Contractor, Contractor shall reimburse UNK for all costs associated with the same upon thirty (30) days after UNK's delivery of an invoice to Contractor.
- c. Damage. Contractor shall be responsible for proper operation of all Equipment. Contractor shall be responsible for costs of damage to equipment, facilities or other building occupants caused by improper execution of service activities, operation or inadequate supervision or other negligence by the Contractor, including all costs for cleanup, repair and/or replacements.
- d. Conditions of Premises and Equipment. Subject to the obligations of Contractor hereunder, the Premises and equipment provided by University for use in the Services operation shall be maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the physical Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. Notwithstanding the foregoing, in no event will the University be responsible or liable for any failure of Contractor to comply with applicable laws in performance of this Agreement.

12. Additional Dining Service Responsibilities

- a. Grab and Go/Take-out. Grab and go selections will be available at all retail locations. In addition, Contractor shall provide a takeout option for the residential dining locations with the cost of this program being the responsibility of the Contractor. Program specifics are as follows:
 - The take-out containers shall be eco-friendly and reusable.
 - Participants must purchase an eco-friendly container. The container is to be used immediately, then brought back and traded for a clean container each time a participant wants to use the take-out option.
 - Participants may fill containers with the foods of their choice, but the lid must be able to close. Since most fruit does not fit into the container, all participants are allowed to take-out one piece as a part of their meal.
 - Participants may select a beverage using a 16oz Dining Services approved mug.
 - Participants must exit the dining area after selecting a meal.

- Participants should rinse and exchange the container prior to revisiting. An exchange location will be established for container drop off.
 - Participants who do not want to carry around a container may exchange the box for a token. Participants who lose a token will be required to purchase a new container.
- b. Special Events. Contractor will provide special programs, such as holiday-themed parties, premium nights, and exam week late-nights. Contractor will design a residential promotions calendar with activities and events that take place at least once a week. Contractor will work with student groups on campus, including Student Activities, Student Government, Residence Hall Association, Residence Life and Fraternity and Sorority Life to ensure the success of the events. All of these events shall add value to the meal program and work to increase retention of meal plan holders and residential students and assist with University recruiting efforts. Contractor will track and report the expense, effectiveness and attendance of each individual event to the UNK Director of Business Services. These events will be evaluated based on this criterion to determine their continuation or the need for new ideas and events in order to achieve the stated goals of the program and event.
- c. Adjustments to Menus. Contractor will work to provide for the dietary choices and needs of international students and the specific religious needs and requirements. These requirements and needs may adjust throughout the Term of this Agreement, and the Contractor will work to adjust the menu and offerings as needed.
- d. Student Donation of Meals. Contractor will collaborate with UNK to develop a program to allow students on meal plans to donate meals and create a pool for utilization by students in need, other individuals or other entities as both Parties deem appropriate. This program shall not be considered an additional expense to the Contractor.
- e. Nutritional and Dietary Planning. Contractor shall support awareness programs for nutritional and dietary planning. The programs should be multi-faceted providing for direct assistance, printed materials, web-based materials and self-educational tools. Nutritional information will be posted in Residential Dining Locations for seventy-five (75) percent of items available. Allergy information will be posted for all items available. Detailed nutrient reports will be printed and maintained in a binder in the Dining Services office and be available upon request for customer and prospective student reviews.

13. Marketing; Recruitment/Retention

- a. Marketing Plan. On or before July 1, 2019, Contractor will submit an annual plan for marketing the various venues and meal plans of Dining Services operations, including Catering Services. Contractor's marketing team's primary focus will be to increase the awareness of campus dining happenings, promotions, specials and events through the use of effective communication and advertising media. Contractor's marketing team must accomplish five critical goals:
- 1) Support the vision and values of UNK;
 - 2) Understand the current and future needs of customers;
 - 3) Continuously develop healthy new menus, food products, and brands;

- 4) Create and implement effective marketing strategies that help sell and promote Contractor's services and products; and,
- 5) By October 1 of each year, work with UNK to assist with developing a comprehensive marketing plan to increase student retention within the residence halls for the ensuing year.

This comprehensive marketing plan will:

- 1) Assist in the recruitment and retention of meal plan participants;
 - 2) Identify and market to members of the UNK community who currently do not use Dining Services;
 - 3) Provide marketing materials which will be utilized to further the visibility and image of Dining Services;
 - 4) Continually initiate ideas for varied methods of food service merchandising, public relations, promotion, and menu presentations in all operations to increase usage, improve service and maximize revenues;
 - 5) Promote the Loper Dollars 20% discount;
 - 6) Through the use of surveys or other means deemed mutually acceptable, conduct a continuing program of inquiry into student needs and attitudes toward Dining Services;
 - 7) Provide for social media marketing (Text Messaging, smartphone applications, Facebook and Instant Messenger);
 - 8) Provide for marketing tools, including but not limited to, brochures, table tents, posters, press releases, door hangers and resident hall postings;
 - 9) With assistance from UNK's exclusive partners, Contractor shall initiate cross-promotions or marketing efforts to increase sales and add additional value to the University community; and,
 - 10) On or before August 22, 2019, develop and maintain a UNK-specific website related to marketing and promotion of Dining Services, which is attractive, robust and user-friendly. This website should contain feedback capabilities, innovative content, accurate and up-to-date menus for board, retail and catering operations with associated prices, hours of operation, health and wellness information, promotional specials, meal plan information and frequently asked questions. This website may be implemented separately or in conjunction with the Mindful website, as referenced on pages 182 – 186 of the Bid Response.
- b. Student Recruitment and Retention. Contractor will work closely with the UNK Enrollment Management, Student Affairs and Business Services to assist with the recruitment and retention process including but not limited to incentive programs such as CINCH, referred to on page 174 of the Bid Response. In addition, Contractor will train student ambassadors on the latest changes in Dining Services, will provide answers to commonly asked questions and staff an interactive table, as requested by UNK, at recruitment events, including but not limited to New Student Enrollment Days, Transfer Days and UNK Preview Days) throughout the year to answer any questions and to positively add to the promotion of on-campus living and Dining Services offerings.

14. Dining Services Evaluation

Contractor understands and agrees that the quality of the Dining Services program directly affects students, faculty and staff. Contractor also understands and agrees that UNK deems it imperative that the Dining Services operation function as specified in this Agreement. Instances of poor performance by Contractor will be documented and submitted to Contractor for immediate corrective action. A corrective action meeting will be called between Contractor and the University when documented instances of poor performance occur. A plan for corrective action will be drafted and implemented. The University retains the right to assess whether and when performance is subsequently acceptable. Continued poor performance will be deemed a breach of this Agreement.

- a. Inspections. UNK reserves the right to have the UNK Director of Business Services or other UNK designees periodically conduct, announced or unannounced, inspections, evaluations and request changes in the operation and condition of Dining Services and any facilities at any time with respect to safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to UNK. Inspectors from all state and local authorities and from UNK shall have complete cooperation from Contractor. When state and local authorities arrive for inspection, UNK shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by Contractor to the UNK Director of Business Services for UNK within 72 hours of receipt. Within five (5) working days, Contractor shall provide UNK with a written report of corrective action (if such corrective action is required). In the event that corrective action is a joint responsibility, Contractor shall notify UNK of its responsibility in the matter and shall work with UNK in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.
- b. Periodic Meetings. Contractor leadership and administration will meet with UNK administration prior to the Effective Date, approximately thirty days and approximately ninety days after the Effective Date, and annually throughout the Term of this Agreement to review transition and improvement plans for Dining Services.
- c. Dining Services Evaluation Plan. Contractor and University will collaborate to develop an evaluation plan which will be mutually agreed upon by the parties on or before December 31, 2019. This plan will evaluate the overall Dining Services program, excluding catering operations. At a minimum the evaluation plan will require the following of Contractor:
 - 1) All management will meet and collaborate with a campus evaluation committee annually;
 - 2) Allow University to conduct a secret shopper program for all Dining Services locations;
 - 3) Provide monthly participation rate reports during the academic year;
 - 4) Provide academic semester utilization reports;
 - 5) Conduct a minimum of one board plan customer satisfaction evaluation each semester and one board plan customer focus group per calendar year and provide results;
 - 6) Provide revenue reports;
 - 7) Provide Department of Health and Human Services Inspection reports;

- 8) Provide external and internal food safety inspection reports;
- 9) Participate in cleaning and maintenance surveys and allow access to Dining Facilities at any time for University personnel to participate in cleaning and maintenance surveys;
- 10) Supply customer counts at all retail locations;
- 11) Provide individual brand-contracted/franchise audit reports;
- 12) Provide ticket times at retail locations when applicable and available;
- 13) Assist in benchmarking efforts with other institutions of similar size and scope; and,
- 14) Provide strategies to reach the overall goals of 72%, 76% and 85% attendance rates for the all-access portion of the Loper, Gold and Blue meal plans respectively.

In response to any feedback received and after consultation with the UNK Director of Business Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the Dining Services program.

- d. Catering Services Evaluation. Contractor will facilitate an annual review, inviting key catering customers, as well as members of the UNK leadership team. Contractor and University will collaborate to develop an evaluation plan which will be amended as an exhibit to this Agreement by December 31, 2019. This plan will evaluate catering services. At a minimum the evaluation plan will require the following of Contractor:

- 1) Report annual catering sales figures in total and per catered item;
- 2) Provide pictures of events;
- 3) Conduct a minimum of fifty (50) catering customer satisfaction evaluations each Agreement year and share all resulting information with the UNK Director of Business Services;
- 4) Review and present findings from comment cards, invoice surveys and other survey results; and,
- 5) Solicit input from key stakeholders.

In response to any feedback received and after consultation with the UNK Director of Business Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the catering services.

15. Technology

- a. Meal Card System. UNK utilizes the CBORD CS GOLD identification card system. The CBORD system is an all campus identification card, of which dining services is one of several usages. UNK is responsible for the issuance of I.D. cards. UNK shall be responsible for the annual maintenance and license fees associated with the CBORD CS GOLD identification card system. UNK shall be responsible for the hardware and equipment cost associated with the transaction processing segment of the CBORD CS GOLD identification card system. Contractor shall use a POS system at all locations which is compatible with UNK's I.D. card system or any of its successors. In order to assist in offsetting the cost of the I.D. card system, Contractor shall pay UNK ten (10) dollars

per Contract Student per semester. The Census Date (official enrollment as of the sixth day of classes) shall be used to determine the number of Contract Students. Payment to UNK shall be made on or before the tenth (10) day of the month following the Census Date.

University Information Technology Services staff serves as administrators of the CS Gold system in support of meal plans and SVC (points). Implementation of new or additional functionality and/or applications in support of the campus food service will be coordinated with University Information Technology Services.

Planning and deployment of new software applications is dependent on the availability of University technical staff in Information Technology Services and the availability of a University Information Technology Services approved third-party software developer(s) to write interfaces. Any costs will be paid by Contractor.

University Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by UNK. Contractor's staff utilizing University technology resources, including the UNK network and UNK email, are required to abide by all University policies. These policies can be viewed at <http://its.unk.edu>.

- b. Data Network and Cabling. Any communication cabling within UNK buildings for a private or corporate network must meet current University data cabling standards and must be installed by a University Information Technology Services approved contractor. Contractor is responsible for support of POS devices at food service locations. University Information Technology Services will provide network connectivity to POS devices.
- c. Student Technology Platforms. In addition to, or in conjunction with, the website described in Section 13, Contractor will provide up-to-date access to the digital platform as referenced on pages 29 – 33 of the Bid Response and all of its respective apps and tools as mutually agreed upon by Contractor and UNK.
- d. Requirement to Protect Payment Card Data. Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is allowed to be stored, processed or transmitted on the University data network. Contractor acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of UNK, or to the extent that Contractor could impact the security of the cardholder data environment. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document or as required by the PCI DSS or as required by applicable law.

Contractor attests that, as of the effective date of this Amendment, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS, and will maintain such compliance for the life of this Agreement. For purposes of this Agreement, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Contractor agrees to supply evidence of its most recent validation of compliance upon execution of this addendum and annually for the length of the contract.

Contractor will immediately notify the University if it learns it is no longer PCI DSS compliant and will immediately remediate the non-compliance status. In no event shall Contractor's notification to the University be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

Contractor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all cardholder data in the event of a major disruption, disaster or failure.

Contractor acknowledges that unauthorized access to the cardholder data environment ("a breach") resulting from a lapse in Contractor's security obligations is grounds for early termination of this agreement without penalty, at University's discretion.

Contractor agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to cardholder data. In the event of a cardholder data breach resulting from a lapse in Contractor's security obligations, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law. Contractor will provide a representative or a PCI approved third party designated by University with full cooperation and access to conduct a thorough security review, which review shall include at a minimum, validation of Contractor's compliance with the PCI DSS for protecting cardholder data. Contractor further agrees to indemnify, hold harmless, and defend the University and its employees from and against any claims, damages, or other harm related to a breach resulting from a lapse in Contractor's obligations under this Agreement. This provision survives termination of this Agreement.

16. Security; Safety

- a. Security. UNK shall provide general security to the campus locations occupied by Contractor. This security shall include all necessary Contractor keys, key cards and all necessary access to Dining Facilities. It is agreed that the campus locations assigned to Contractor are for use solely to fulfill Contractor's duties and that Contractor shall at all times keep UNK facilities secured. Contractor shall be responsible for:
 - 1) Maintaining UNK's standard of security during those times UNK's portion of the facility is closed;
 - 2) Securing all entrance and exit doors to Dining Services, including any kitchens and storage areas subject to this Agreement, during any period that Dining Services is closed;
 - 3) Access control (e.g., keys) to those portions of UNK's facilities occupied by Dining Services. Contractor will ensure that UNK Police and Facilities are provided access to Dining Services at all times. Throughout the Term, Contractor may request UNK to re-key the Dining Services facilities prior to the commencement of the Agreement, or at any time during the Term; however, any costs of such re-keying shall be the sole responsibility of Contractor;
 - 4) Cost of replacement of lost or stolen keys, and if UNK determines that keys lost by Contractor could compromise campus security, Contractor shall be responsible for

all costs associated with re-keying, re-securing or reprogramming of Dining Services and affected non-Dining Services facilities;

- 5) Cooperate with UNK in its effort to prevent theft of Contractor, UNK and customer property in and about Dining Services;
- 6) Any theft or loss of UNK property that occurs as a result of Contractor's negligent failure to provide adequate security under these circumstances;
- 7) All risk of loss to merchandise of any kind at all times, including loss occurring while in-transit, regardless of where the loss occurs (i.e. on- or off-campus) except to the extent that any such on- campus loss is due to the negligence of UNK, including, but not limited to failure of mechanical systems. In no case shall any liability owed to the Contractor by UNK, under this subsection, exceed the cost of the merchandise to the Contractor. Further, Contractor accepts the risk of loss or damage to fixtures, equipment and other Contractor properties while in transit to or from Dining Services except to the extent that any such loss is due to the negligence of UNK;
- 8) With assistance of UNK Police, develop and maintain a security program for Dining Services, with specific attention to those times and events when security concerns are heightened;
- 9) Assist UNK with the enforcement of its student code of conduct, applicable rules and regulations of the National Collegiate Athletic Association and other policies with respect to alleged student, faculty or staff misconduct relating to Dining Services;
- 10) Cooperate with UNK's Police by immediately reporting to UNK Police all suspected security violations, including any evidence of a security breach or criminal activity in or about Dining Services;
- 11) Reporting to the Director of Business Services any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises; and,
- 12) All security systems or security equipment. UNK will provide security service to the building(s) in which Dining Services is located to the same extent and in the same manner as is provided by UNK to other similarly situated UNK buildings, provided that UNK will not provide surveillance internal to Dining Services facilities. Notwithstanding UNK's provision of security service, UNK shall not be liable for any injury, losses or damages suffered by the Contractor, its employees and agents, or property as a direct or indirect result of such UNK provided security services, unless such injury, loss or damage results from the negligence or willful misconduct of UNK or its employees.

b. Fire and Safety. An aggressive program of accident prevention and safety education shall be used by Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment. The following standards shall be followed:

- 1) Contractor must comply with all OSHA standards applicable to Dining Services operations at the University;
- 2) Contractor must and maintain first aid equipment and supplies in all production and service areas;

- 3) With respect to facilities that Contractor has a responsibility to maintain under this Agreement, Contractor must immediately report fires, unsafe conditions and security hazards at UNK. Contractor shall immediately fix and report any citations for unsafe conditions the Contractor is responsible to remedy hereunder to the University;
- 4) UNK shall furnish and maintain fire extinguisher equipment and supplies, and Contractor shall notify UNK immediately after every use; and,
- 5) Contractor must provide to the UNK Director of Business Services within sixty (60) days of Agreement's Effective Date an Emergency Operation Plan and Business Continuity Plan. The Emergency Operation Plan and Business Continuity Plan will be reviewed annually and updated as needed.

UNK maintains an emergency alert notification system known as UNKAlert! During an emergency situation involving the UNK campus, UNK Alert! Is activated (via cell phones, landline phones, and email) to alert students, faculty, and staff to give instructions and to keep everyone informed about the current situation. Contractor shall at a minimum require directors, managers, and assistant managers to enroll in UNKAlert! and such directors, managers, and assistant managers are responsible for providing this information to all employees as needed.

17. Data Security

- a. Protection of Confidential Data. To the extent UNK provides Contractor with student data subject to The Family Educational Rights and Privacy Act ("FERPA"), Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA and with the terms set forth below. Pursuant to 34 C.F.R. § 99.33(a)(2), the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure of the information was made. To the extent UNK provides Contractor with information subject to the Gramm Leach Bliley Act ("GLBA"), Contractor also agrees to comply with the requirements of the GLBA dealing with the confidentiality of customer information and the Safeguards Rule, if applicable. Further, Contractor agrees to protect all University sensitive data including all personally identifiable information ("PII"), financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees in accordance with generally accepted Information Security standards and best practices.
- b. CDI. Covered Data and Information ("CDI") includes: paper and electronic student education record information; student financial information (defined below) required to be protected under GLBA, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLBA; and data provided by University's students to the Contractor, if any. In addition, this definition of CDI also covers any and all paper and electronic PII, financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees. Student financial information is that information that the University has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous

financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

- c. Access to CDI. Contractor acknowledges that the Agreement allows the Contractor access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI. Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
- e. Subpoenas or Liens. If Contractor is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of University Data, Contractor will, as soon as reasonably practical and not in violation of law, deliver to University a copy of such warrant, subpoena, order or request and will not, without University's prior written consent, comply with the same unless and until required to do so under applicable law. Contractor has no property interest in, and may assert no lien on or right to withhold from the University, any data it receives from, receives addressed too, or stores on behalf of the University.
- f. Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all CDI to University or, if return is not feasible, destroy any and all CDI. This provision shall also apply to all CDI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of CDI. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, Contractor shall certify in writing to the University that such return or destruction has been completed.
- g. Remedies. If University reasonably determines in good faith that Contractor has materially breached any of its obligations under the Agreement, then University, in its sole discretion, shall have the right to (1) require Contractor to submit to a plan of monitoring and reporting, (2) provide Contractor with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Contractor describing the violation and the action it intends to take.
- h. Maintenance of the Security of Electronic Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students and will protect CDI no less rigorously than Contractor protects its own confidential information. If Contractor provides any CDI which was received from, or created for, University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

- i. Reporting Unauthorized Disclosures or Misuse of Covered Data and Information. Contractor shall, within one (1) day of discovery, report to University any use or disclosure of CDI not authorized by the Agreement or in writing by University. Contractor's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Contractor has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Contractor has taken or shall take to prevent future similar unauthorized uses or disclosures. Contractor shall provide any additional information in connection with the unauthorized disclosure reasonably requested by University.
- j. Compliance with Red Flags Rule. The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which University must comply. See 16 CFR § 681. Under the Red Flags Rule, University must ensure that Contractor either complies with University's identity theft Program or that Contractor has its own policies and procedures in place to detect and respond to identity theft Red Flags. Contractor represents and warrants that it has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Contractor shall review and comply with all relevant portions of University's identity theft policy as well as any applicable Institutional identity theft plan. Contractor shall report any Red Flags that it detects in connection with the Agreement to University.

18. Costs, Rates and Accounting

- a. Costs of Operation. Except as otherwise specifically provided in this Agreement, Contractor shall be responsible for all costs of operation of the Dining Services and shall pay all costs and expenses connected with Contractor's and UNK's use of the Dining Locations and Office Space, including but not limited to the following:
 - 1) Invoiced Amounts of raw food and food products;
 - 2) Labor, benefits, compensation and insurance;
 - 3) Invoiced Amounts for janitorial cleaning and sanitizing supplies and agents;
 - 4) Invoiced amounts for plastic, paper and foam products including but not limited to needs for catering and temporary equipment shutdowns as stated below;
 - 5) Office equipment beyond what is provided by University;
 - 6) Any needs and services for required safes;
 - 7) Monthly billings and charges associated with the use of telephones, cash registers, postage, internet, printing and photocopying;
 - 8) Employee uniforms, aprons, standard table linens and all associated laundry and dry cleaning;
 - 9) Internal surveillance and security needs within Dining Services Facilities;
 - 10) All vehicles used for the conduct of Dining Services business;
 - 11) Maintenance of UNK's inventory of flatware, glassware and china, and any replacement costs if due to negligence of Contractor, its employees, agents, or subcontractors;
 - 12) Equipment repair and replacement if due to negligence of Contractor, its employees, agents or subcontractors;

- 13) Outside grease receptacles and all associated costs for pickup and removal from site;
- 14) All franchise fees, license fees, and signage associated with branded concepts; and,
- 15) Marketing, including research, signage, brochures, menu boards, advertisement, and promotions.

‘Invoiced Amount’ shall mean the invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services. Many of Contractor’s manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

b. Rates and Prices.

i. *Fixed Daily Board*

The daily fixed rate includes the cost of all aspects of the residential meal plan. The fixed daily rate per person for the 2019-2020 academic year as of the Census Date of the fall semester will be:

Board Contracts	Meal Plan Daily Rate		
	Loper	Gold	Blue
Below 1400	To Be Negotiated		
1400 – 1450	\$ 14.95	\$ 14.66	\$ 14.22
1451 – 1500	14.65	14.34	13.88
1501 – 1550	14.36	14.03	13.57
1551 – 1600	14.10	13.75	13.28
1601 – 1650	13.85	13.48	13.01
1651 – 1700	13.61	13.23	12.75
1701 – 1750	13.39	13.00	12.51
1751 – 1800	13.18	12.77	12.28
1801 – 1850	12.99	12.56	12.06
1851 – 1900	12.80	12.36	11.86

Fluctuations in board participation or number of residential meal plan contracts after the Census Date of each semester will not impact the daily fixed rate at any time throughout the then-current academic year. Rates for the above meal plans are based on a required minimum of 224 meal plan days for each academic year.

ii. *Voluntary Meal Plans*

The stated rates will be the cost to the end customer. There will be no cost to UNK; however, Contractor will include sales of these plans in Gross Sales for the commission's calculation:

Meal Plan	Rate
The 60	\$ 396.00
The 30	210.00
The 15	108.00

iii. *Cash "Gate" Prices*

Cash "gate" prices, not including applicable taxes and for Residential Dining only unless otherwise approve by both Parties, from the Effective Date to August 20, 2020 will be:

Meal	Price
Breakfast	\$ 7.06
Lunch	9.06
Dinner	10.85
Special Events	12.54

iv. *Non-Board Rates*

The non-board rates for Summer Camps and Conferences, Summer Residents, Athletic Recruitment and Admissions, not including applicable taxes and for Residential Dining only unless otherwise approved by both Parties, from the Effective Date – August 20, 2020 will be:

Meal	Price
Breakfast	\$ 4.00
Lunch	7.25
Dinner	7.25
Daily Rate	18.50

Partial daily rates/individual meal rates are not applicable for Summer Residents.

v. *Retail*

Contractor shall provide complete menu/convenience price lists prior to the Effective Date and receive written approval from University. Contractor's retail prices will be competitive with comparable menu/convenience items served by local commercial food operators and by higher education institutions similar to UNK in terms of faculty and student populations, setting and educational mission. Throughout the term of this Agreement, UNK may request a market comparison of convenience/menu prices to determine if prices remain competitive. If it is deemed that prices are not competitive, UNK can require that item prices be reduced to a competitive rate. Contractor will offer a multitude of offerings and service styles in the retail operations. With UNK approval, pricing with national brands will be competitive with prices available locally outside UNK's campus and price

adjustments to such items will be permitted during the academic year. Contractor and University shall mutually agree upon the price at which retail items shall be sold.

vi. *UNK Early Childhood Education Center*

All meals provided for UNK ECEC will comply with Federal and State guidelines. These menus and all of their ingredients will be made available for Center staff and parents electronically and physically, as requested. UNK ECEC will provide anticipated meal counts to Dining Services each morning for all applicable meal periods and will be charged in accordance with this reported number. These meals will be delivered to UNK ECEC in a timely manner to ensure the Center staff is able to meet meal schedules. These meal schedules will be communicated to Dining Services by Center staff. These rates for the Effective Date – August 20, 2020 will be:

Meal	Price
Breakfast	\$ 1.37
Morning Snack	0.68
Lunch	1.82
Afternoon Snack	0.68
Daily Rate	4.55

- c. Rate and Price Adjustments. Prices identified in Section 18(b) above shall apply from the Effective Date through August 20, 2020. Board rates and prices for other Products and Services will increase in each subsequent year by an amount to be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structures, and change in federal, state or local laws, regulations and taxes, and other relevant factors, including significant changes at UNK from the business and other operating conditions that existed as of the date of the RFP including without limitation student population, maintenance expenses and utility costs. Price adjustments for the ensuing Academic Year(s) will be submitted to UNK no later than August 1 for all operations with an agreed upon increase by October 1. UNK and Contractor will review and approve all proposed price increases related to Dining Services. Contractor will conduct an annual price comparison with the market of Kearney, Nebraska, of all items and services to ensure Contractor is meeting or exceeding pricings for comparable items and services. If Contractor is not meeting or exceeding these prices, Contractor will adjust their associated prices accordingly. If rates are not agreed upon by October 1, they will increase by the least of the increase in Employment Cost Index, Private Industry, Compensation, Not Seasonally Adjusted- CIU2010000000000A ("ECI") or the Consumer Price Index- Food Away From Home over the prior year.

When there is an emergency situation, temporary price adjustment requests for retail or non-contract services will be considered for those items where dramatic cost differential exists. Contractor will provide UNK documentation supporting Contractor's request. Mid-year price changes for contract board services will not be considered.

Requests for price increases by Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

- Menu item(s) impacted;
- Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by UNK;
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span;
- Current/anticipated product cost;
- Current/projected number of items sold per day for retail operations;
- Current/anticipated participation; and,
- Comparison to retail operating situations in the geographic area.

The financial terms have been negotiated between the Parties based upon UNK's policies in existence as of the Effective Date of this Agreement, which requires certain students to participate in meal plans. If UNK changes its meal plan participation policies or adds service locations in addition or additional hours of operation in a manner so as to materially affect the cost of Contractor's performance under this Agreement, then UNK and Contractor shall in good faith enter into negotiations in order to mutually agree on the appropriate financial arrangements to reflect such changes.

- d. Board Payment to Contractor. By August 1 of each year UNK Business Services will provide Contractor with a calendar of the number of days/meals and the number of partial days/meals which Contractor is to provide by academic term (fall, spring, and summer) in the ensuing academic year. Credit, cash, refunds, or billing adjustments to UNK for missed meals will not be required of the Contractor.

UNK will provide Contractor with a weekly updated list which includes all current contracts, new contracts, program cancellations and withdrawals. UNK will adjust the contract payment due to the Contractor due to any refunds to those persons who begin participating in the dining program and subsequently cancel the program or withdraw from UNK so long as that withdrawal meets UNK's withdrawal procedures. UNK's Finance Office will notify the Contractor of any such cases and resulting adjustments along with a new master list.

Contract board charges shall be billed on a per day rate, per type of meal plan. Payment for partial days served shall be billed as follows:

- Breakfast (open - 9:59 a.m.) - daily rate multiplied by 0.200
- Brunch/Lunch (10:00 a.m.- 3:59 p.m.) - daily rate multiplied by 0.350
- Dinner (4:00 p.m. – close) - daily rate multiplied by 0.450

Billing and accounting services for non-contract board services are to be provided by the Contractor unless otherwise agreed upon by both UNK and Contractor. UNK Finance Office will collect contract board fees and post a monthly payment to the Contractor's account or pay monthly for when a cash balance is owed to the Contractor.

Uncollected student charges shall not diminish the payments owed to the Contractor by UNK. However, should a student fail to timely pay amounts owed UNK related to dining services, UNK reserves the ability to notify Contractor of the delinquency. UNK may act to terminate the student's meal plan, pending cure of the delinquency. UNK shall notify Contractor of any such student(s) to whom UNK wishes to deny meal plan access, and Contractor agrees to cooperate with UNK's requests to terminate access to dining services for such student(s).

- e. Commissions. Contractor shall pay to UNK an annual rate of commissions of 3.5% for all Non-Contract Gross Sales. "Non-Contract Gross Sales" shall mean all moneys received for sales or services rendered at or from Dining Services Facilities and Catering Services, excluding discounts or returns and taxes collected by Contractor as required by governmental authorities, Loper Dollar sales, sales to UNK-recognized student organizations and fixed daily board rates. The commissions described in this section shall be due on the fifteenth (15th) day of each month to UNK Finance. Monthly sales and commission reports, including catering operations, will accompany these payments.
- f. Contractor Commitments
 - i. *Pre-Season Student Meals*

Prior to the start of the residential meal plan service, Contractor agrees to provide up to 6,500 meals to be provided on the scheduled days and at locations as requested by the University.
 - ii. *Student Catering Support Fund*

Contractor shall provide, in the form of retail value, twenty-five thousand dollars (\$25,000) annually for a Student Catering Support Fund. UNK will approve all requests and uses of this fund and notify Contractor upon each approval. Any unused funds will be forfeited on June 30 with the ensuing year's funds being made available on July 1. The fund shall be used, for UNK-recognized student group catering and all purchases will be made through Contractor. Contractor will provide a monthly financial report of the fund.
 - iii. *Chancellor's Catering Fund*

Contractor shall, in the form of retail value, provide one-hundred thousand dollars (\$100,000) annually for a Chancellors Catering Fund. These funds can be applied to catering expenses of any UNK event the Chancellor deems appropriate. Any unused funds will be forfeited on June 30 with the ensuing year's funds being made available on July 1. Contractor will provide a monthly financial report of the fund.
 - iv. *Welcome Week Fund*

Contractor shall provide, in the form of retail value, thirty thousand dollars (\$30,000) in catering services (retail value) annually to support the University's Blue and Gold Welcome Week and January Jam. These funds can be applied to catering or food expense of any Blue and Gold week January Jam event at the University's discretion. The planned utilization of this fund will be reviewed prior to the start of Blue and Gold Welcome Week and January Jam activities by the UNK Director of Business Services and the Catering Director. Any unused catering credit will be forfeited on June 30 with the ensuing year's credit being made available on July 1.

v. *Unrestricted Fund*

Contractor shall pay two-hundred and fifty thousand dollars (\$250,000) annually to UNK to be used by UNK in connection with UNK's dining program, for attracting or retaining students or for other UNK programs at UNK's discretion. This sum shall be due and payable on July 1.

vi. *Previous Capital Improvements*

Upon execution of this Agreement, Contractor shall provide the University with two million, two hundred thousand dollars (\$2,200,000) for previous capital improvements benefitting Dining Services ("Investment"). This payment will be reimbursed to the Contractor in five (5) equal payments of four hundred and forty thousand dollars (\$440,000) which will be due and payable on July 1 of each year. Contractor shall amortize the Investment on a straight-line basis over five (5) years, commencing July 1, 2019. If prior to the complete amortization of the Investment any of the following events occur:

- (i) this Agreement expires or is terminated in whole or in part; or
- (ii) this Agreement is amended and such modification has a material adverse economic impact on Contractor;

then University shall reimburse Contractor, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, any and all payments remaining on the Investment.

vii. *Future Capital Improvements*

Contractor shall provide a minimum of forty thousand dollars (\$40,000) in investment for capital improvements benefitting Dining Services within the first year of this Agreement.

viii. *Additional Payments*

Contractor shall pay to UNK an annual payment based on a percentage of total Gross Sales. For purposes of this Section, "Gross Sales" shall mean all moneys received for sales or services rendered at or from Dining Services Facilities and Catering Services, excluding discounts or returns and taxes collected by Contractor as required by governmental authorities. The additional payment described in this section shall be due on or before July 15th of each year beginning on July 15, 2020 and continuing throughout the term. The payment will be based on the percentage of total Gross Sales for the previous fiscal year (July 1 – June 30), with the exception of the amount due on July 15, 2020, which will be based upon the total Gross Sales for the period from May 21, 2019 – June 30, 2020.

Total Gross Sales	Percentage Payment to UNK
\$0 - \$5,800,000	0%
\$5,800,001 - \$6,100,000	10%
\$6,100,001 - \$6,400,000	15%
\$6,400,001 and up	20%

- g. Tax Exemption. Purchases made by the University of Nebraska and UNK are normally exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the Contractor upon request. Prices for goods or services to be purchased by UNK, if any, will only include billed sales taxes if applicable.
- h. Accounting and Records. Contractor shall keep full and accurate records in connection with Dining Services operations at UNK. All such records shall be retained by the Contractor for a period of five (5) years. Contractor shall, upon reasonable requests during regular business hours, provide and allow UNK representatives access to such financial records as UNK deems relevant in order to measure and confirm Contractor's performance of the Agreement. Proprietary or confidential information, other than the financial information referenced in this paragraph, may be redacted from records provided to UNK's representatives.

Contractor will provide UNK Finance (with copies to Business Services) the following information:

- 1) "Weekly Sales Report" itemizing all sales for that week. The gross sales will be broken down to reflect the sales from individual retail and residential dining facilities, special event and conference catering;
- 2) Annual statistical data listing individually the labor, food, and overhead costs for individual retail and residential dining facilities, special event and conference catering;
- 3) Participation percentage by meal, location and meal plan at the conclusion of each month;
- 4) Annual statement of sales from individual retail and residential Dining Facilities, special event and conference catering; and,
- 5) Year-end "profit and loss" statement for all the individual retail and residential dining facilities, special event and conference catering and cumulatively for the entire Dining Services program.

At the beginning of each semester an authorized, UNK department will furnish the Contractor a list of persons entitled to the respective meal plans. UNK shall provide Contractor with a weekly updated list of contract meal plans which includes all current contracts, new contracts, program cancellations and withdrawals.

At month-end, Contractor shall prepare and present to UNK Finance a bill for actual board charges provided for the previous monthly period. At the end of each week, Contractor shall invoice the appropriate UNK department or group for all Catering functions and any other non-resident dining

program meals and services provided during such period. UNK shall pay the invoices within thirty (30) days of the invoice date.

For Loper Dollars payment, UNK Finance will provide Contractor with monthly reports of Contractor's sales purchased with Loper Dollars. UNK Finance will calculate and subtract and retain UNK's administrative fee for the Loper Dollars, based on the total monthly gross sales and pay Contractor the balance of the total monthly gross sales. All reports provided to Contractor will include Contractor's Loper Dollars, usage fee paid to UNK, and payment made to Contractor. A single monthly check will be issued by UNK Finance to Contractor that reflects the amount owed to Contractor for Loper Dollar sales. The report provided to Contractor will be for the reporting period beginning on the 16th of the month through the 15th of the next month. Such reconciliation and report shall be provided to Contractor within thirty (30) days of the end of the monthly reporting period.

i. Change in Conditions and/or Service Requirements.

- (1) Conditions. The financial terms set forth in this Agreement and other obligations assumed by Contractor hereunder are based on conditions in existence on the date Contractor commences operations, including by way of example, UNK's student population; applicable taxes; applicable laws; University's policies and practices. In addition, Contractor has relied on representations regarding existing conditions made by University in connection with the negotiation of this Agreement. In the event of (i) an increase or decrease in UNK's student population of more than ten percent (10%) over the previous year, (ii) a material, adverse, and unforeseen change in applicable taxes, laws, or University policies/practices, or (iii) a material and adverse inaccuracy of any representation made by University in the RFP, the financial terms and other obligations assumed by Contractor hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.
- (2) Service Requirements. If University, (i) requires expansion of or reduction in the scope of Services, (ii) University mandated changes in the use of Contractor's procurement programs (not due to failure of the procurement program to meet the standards and requirements of this Agreement) and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the Services, and such change or request results in an increase or decrease in costs, charges or expenses to Contractor, Contractor's compensation shall be adjusted by an amount equal to the projected change in costs, charges or expenses.

19. Additional UNK Programs

Contractor shall have the exclusive rights to provide Dining Operations and Catering Services, except as otherwise set forth herein, and specifically excluding the following UNK programs.

- a. Campus Kitchen and Big Blue Cupboard. The Campus Kitchen, a student run program, and the Big Blue Cupboard, a UNK run program, are programs designed to address the food insecurity in the Kearney and UNK community. Prior to disposing of any unused or near-expiring food products, Contractor will consult with both programs to determine their ability to use the food products at no cost to the programs. In addition, the Contractor will provide annual trainings to Campus Kitchen concerning food safety and preparation best practices. Both operations are expected to operate in a way which does not conflict with Dining Services.
- b. Brewed Awakening. Brewed Awakening, a student run business, is located the West Center building on campus and provides experiential learning for students within the College of Business and Technology. This business primarily serves as a coffee shop but also provides catering for UNK and community events. Nothing within this Agreement shall be interpreted to prohibit or hinder the activities of this group. Contractor is asked to provide annual training to the business student leadership concerning food safety and preparation best practices and consult with the group as the Contractor and UNK may find beneficial.
- c. Nebraskan Student Union Welcome Desk. The Welcome Desk sells a variety of food and non-food items within the Nebraskan Student Union. The University retains any and all rights to conduct sales and promote its Welcome Desk, or its successor, in such manner as it determines is in its best interest. Nothing within this Agreement shall prohibit or hinder these operations.
- d. Athletic Department. The Athletic Department accepts gifts and sponsorships in the form of product or service throughout its various athletic seasons. In addition, the Athletic Department conducts various promotions at events and purchases meals for team travel. Nothing in this Agreement shall prohibit the Athletic Department from utilizing these gifts, conducting these promotions or purchasing the stated travel meals.
- e. Fundraising. Various University-approved groups conduct fundraising efforts on the UNK campus. Nothing in this Agreement shall prohibit the stated groups from selling commercially packaged food or University beverage vendor items. For all other fundraising efforts, the stated groups will be required to follow all University policies. In addition, they will be required to work with Contractor for additional fundraising efforts involving food product. If Contractor is unable to provide them with a cost-effective solution for this fundraising effort, then upon the approval of the UNK Director of Business Services, the group may source product from another University-approved vendor. Contractor will supervise all food preparation as needed and University will be charged agreed upon rates for stated supervision.
- f. Student Groups. Student groups and any other groups which require or request food products for various events will be required to work with Contractor to procure necessary products. Contractor shall procure these food products at cost for the student groups. If Contractor is unable to provide the required, or equivalent, food products or a cost-effective solution, then upon the approval of

the UNK Director of Business Services, the group may source product from another University-approved vendor. Contract will supervise all food preparation as needed and University will be charged agreed upon rates for supervision.

- g. Internal Events. On occasion, departmental employees or members of a University-recognized group, including but not limited to student groups, conduct internal events which are limited to members of that group or department. Nothing within this Agreement shall be interpreted to prohibit or hinder these groups from providing food (carry-in or potlucks) for these internal events.

New Business Arrangements. In support of University goals and missions, UNK is consistently searching for new business arrangements that could provide additional financial support to UNK program. These arrangements, including new exclusivity agreements, shall not be prohibited or hindered by any terms or conditions of this Agreement when the financial impact to Contractor are not significantly greater.

- h. University Village. University Village is a public/private development located on the south side of Highway 30 and south of the West Center building on the UNK campus. Nothing in this Agreement shall be interpreted to prohibit or hinder this development, its events or future partnerships. All facilities and common areas on this site, with the exception of University-owned buildings, will not be bound or restricted by any terms of this Agreement.

20. Pre-Existing Agreements-Exclusive Rights

UNK has entered into other exclusive arrangements which support UNK programs. Contractor will not sell any product which is in direct conflict or violation of these pre-existing agreements between these contractors and UNK or successor agreements providing similar exclusive rights as listed on Exhibit "F" attached hereto and incorporated herein by reference.

Contractor acknowledges that University has entered into a sponsorship agreement with Pepsi-Cola and shall comply with such agreement conditioned upon Contractor purchasing any required Pepsi-Cola products through Contractor's approved vendors at Contractor's pricing. University shall provide Contractor a copy of any such sponsorship agreement, so that Contractor can comply.

21. Insurance

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of the license agreement, it being understood that minimum policy limits may be provided through a combination of primary and excess insurance. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University with "**The Board of Regents of the University of Nebraska**" as the additional insured at the commencement of operations and on Contractor's annual policy date. Contractor's policy(ies) shall be primary.

Contractor shall carry insurance on property owned by the Contractor. Should any of the policies described in this section be cancelled before the end of the Term, the insured shall, as soon as is possible, notify the other Party to this Agreement. UNK is covered by the University of Nebraska Self-Insured Trust program, which is available for Contractor's review upon reasonable request during regular business hours.

Contractor shall provide the following coverage during the Term:

- 1) Worker's Compensation Coverage with the following limits of liability:
 - a. Bodily injury by accident \$1,000,000/each accident
 - b. Bodily injury by disease \$1,000,000/coverage limit
 - c. Bodily injury by disease \$1,000,000/each employee
- 2) Comprehensive General Liability, including Products Liability, with no less than \$1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability
- 3) Comprehensive Automobile Liability with \$1,000,000 bodily injury and property damage each occurrence
- 4) Property Insurance on property owned by Contractor. Policy should provide "all risk" coverage in the amount of Contractor's property, including inventory located on the University's premises
- 5) Business Interruption Insurance in the amount of \$2,000,000 each occurrence
- 6) Fire and Lightning, extended coverage, including vandalism, and sprinkler leakage in the amount of Contractor's property, such as inventory, as shall be located in the premises.

Contractor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file with Business Services prior to any commencement of work. It is absolutely necessary that "**The Board of Regents of the University of Nebraska**" as an additional insured be added to the face of the certificate for all coverage except worker's compensation. Contractor's Certificate of Insurance, shall be executed by the Contractor and its insurer within (15) days upon receipt of a fully executed Agreement.

22. Performance Bond

An Owner's Protective Bond (Performance/Labor and Materials) bond will be required from the Contractor acceptable to UNK in the amount of Five Hundred Thousand Dollars (\$500,000).

23. RESERVED

24. Equal Opportunity

It is the policy of UNK to provide equal opportunity and not discriminate in enrollment, education, employment, public accommodations, activities or services on the basis of race, color, religion, sex, national origin, or other factors prohibited by law or University policy. It shall be the policy of the University to patronize only those firms and contractors that demonstrate a commitment to equal opportunity within their own enterprises and who abide by Federal and State Laws. Contractor shall comply with applicable federal, state and local laws and regulations pertaining to wages and hours of employment. In accordance with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended, the Parties hereby incorporate the requirements of 41 C.F.R. §§60- 1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

25. Nondiscrimination

Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, as amended.

26. Force Majeure

Neither Party to the Agreement shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as an epidemic or influenza pandemic) which in the judgment of UNK poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

27. Compliance with Laws and Regulations and University of Nebraska Policies

Contractor must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the Contractor, and all other policies of the University of Nebraska. Contractor agrees to indemnify UNK against any loss, cost, liability, or damage by reason of Contractor's violation of any applicable law or regulation. The Contractor must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Term or any renewal thereof. The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business.

28. Use of Name or Intellectual Property

Contractor agrees it will not use the name or any intellectual property, including but not limited to, any University trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the University. Contractor agrees it will not use the University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation or other communication, especially as it relates to the Contractor's business.

29. Sexual Harassment

State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNK community. Sexual harassment includes any unwelcome sexual advance, any request for sexual favors, and other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNK contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNK employees, students and other members of the UNK community. The employer of any person who UNK, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of this Agreement to take such action as may be reasonably necessary to cause the sexual harassment to cease, which may include removal of such person from the project site and from the UNK premises.

30. Responsibilities of the Parties.

- a. Liability. Except as otherwise expressly provided in this Agreement, both parties hereto agree to be responsible for the actions of their own officers, members, agents, and employees and, to the extent allowed by law, to hold each other harmless from and against all claims, liabilities, losses, and expenses, including reasonable collection expenses, attorneys' fees and court costs which may arise as a result of the negligence, misconduct or other fault of the responsible party, its officers, agents or employees in performance of their respective obligations under this Agreement. This clause shall survive termination of this Agreement.
- b. Consequential Damages. In no event shall either Party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

31. Subcontractors

The Contractor shall not subcontract all or substantially all of any facet of its performance under this Agreement without the prior written approval of UNK. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided however, that no contractual relationship shall exist between any subcontractor and UNK, unless it is evidenced in a separate contract independent of the Agreement with the Contractor.

32. Surrender of Premises

Upon expiration of the Term or termination of this Agreement for any reason, Contractor shall without further notice of any kind, quit and surrender possession and occupancy of the Premises in the condition in which it was received, except for UNK-approved alterations, normal wear and tear and damage or destruction by fire or other casualty not due to the negligence or fault of Contractor, its agents, employees or invitees excepted.

33. Legislative Funding Out Clause

Notwithstanding any provision in the Agreement to the contrary, if the Nebraska Legislature does not allocate sufficient funds to allow UNK to pay any periodic payment owed with respect to a future fiscal period, UNK may terminate this Agreement upon written notice to Contractor. UNK will not be obligated to pay any amount owing pursuant to this Agreement subsequent to such termination, provided that in no case shall UNK be relieved from its obligation to pay Contractor for services rendered prior to Contractor's receipt of notice of termination.

34. Federal Procurement

No contract may be awarded to any contractor listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). Contractor specifically warrants and represents that it is not included on the Debarment List. Contractor agrees that should it be included on the Debarment List at any time during the Term, such listing shall be considered a material breach of the Agreement.

35. Federal Immigration Verification

Contractor, on behalf of itself and any subcontractor to this Agreement shall use an electronic verification system to determine the work eligibility status of new employees physically performing services with the State of Nebraska, as required by Neb. Rev. Stat. §§4-108 to 4-114, as in effect on the effective date of this Agreement, or as such law may be amended from time-to-time. Compliance with these Nebraska statutes shall be considered material to this Agreement.

36. Contractor Relationship

Contractor shall have the right to operate as an independent business venture as the UNK dining services for student, faculty and the general public associated with the University. The relationship of Contractor to the University shall be that of an independent company holding a license from the University to manage and operate the UNK's dining services. Contractor will not conduct or establish a food service business in Kearney, NE, which provides adverse market competition.

37. Local, State and Federal Laws

Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to Services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

Contractor shall: 1) pay when due, all taxes, assessments, license fees, permits (including parking), or other obligations, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business (including, without limitation, the ownership by Contractor and operation of the dining services equipment at all dining services locations); 2) charge, collect and pay all applicable sales, use and/or excise taxes that may be imposed upon dining equipment owned by Contractor; and 3) in Contractor's own name (as appropriate) remit to and file with the proper governmental authorities, all the foregoing taxes, assessments, fees, and necessary returns and comply with all regulations and rules promulgated by such governmental authorities. Upon UNK's reasonable request, Contractor shall deliver to UNK proof of the payment of all taxes.

Contractor assumes sole responsibility to comply with all provisions of federal state, and local laws relating to or governing the operation of dining services. Notwithstanding the provisions of this section, UNK shall remain liable for sales tax, if any, upon its sale of meal plans, and for property tax, if any, upon its real or personal property.

38. Taxpayer Transparency Act

Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), 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 Contractor to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Contractor agrees to defend any challenge to such redactions at its own expense.

39. Headings; Severability

The captions or headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement. The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

40. Time is of the Essence

Time is of the essence with respect to each and every provision of this Agreement.

41. Binding Effect

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

42. Notice

Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or five (5) days after the date such notice is mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

To University:

*University of Nebraska at Kearney
Office of Business Services
2124 Warner Hall
2504 9th Avenue
Kearney, Nebraska 68849
Attn: Director of Business Services*

To Contractor:

*Sodexo America, LLC
Attn: Barry O. Telford
CEO, Universities North America, West
4250 North Service Road, Suite 501
Burlington, Ontario, Canada L7N 6C7*

and:

*Sodexo America, LLC
Attn: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878*

Or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

43. Modification; Waiver of Rights

This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and the University of Nebraska at Kearney Chancellor or his/her designee. The course of dealing between UNK and Contractor shall not modify or amend this Agreement in any respect. Any delay by UNK or Contractor in the exercise of any of their respective rights and obligations under this Agreement shall not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not; (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to UNK or Contractor; (3) operate or be construed as a waiver of compliance by UNK or Contractor as to any other provision of this Agreement.

44. Electronic Signature.

The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

45. Assignment

This Agreement will not be assigned or otherwise transferred by Contractor in whole or in part without the prior written consent of the University. Any attempted assignment without such consent shall be void and of no effect. The foregoing notwithstanding, the Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary upon notification and without being released from any of its responsibilities hereunder.

46. Entire Agreement; Severability

This Agreement constitutes the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.

47. Governing Law

This Agreement shall be controlled by the laws of the State of Nebraska without giving effect to its choice of law provisions.

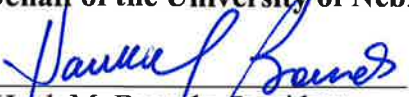
48. Counterparts

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

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on the 17th day of May, 2019.

**The Board of Regents of the University of Nebraska,
On behalf of the University of Nebraska at Kearney**

By: 
Hank M. Bounds, President

Attest: 
Carmen K. Maurer, Corporation Secretary

Approved by: 
Timothy F. Clare, Chairperson
Board of Regents of the University of Nebraska

Sodexo America, LLC

By: 
Pamela L. Smith, Vice President

Exhibit A Portions of Bid Response

The following technology offer provides your students with the relevant, helpful information they need about your dining program in an easy-to-use manner.



ACCESS



INTERACT



EXPERIENCE

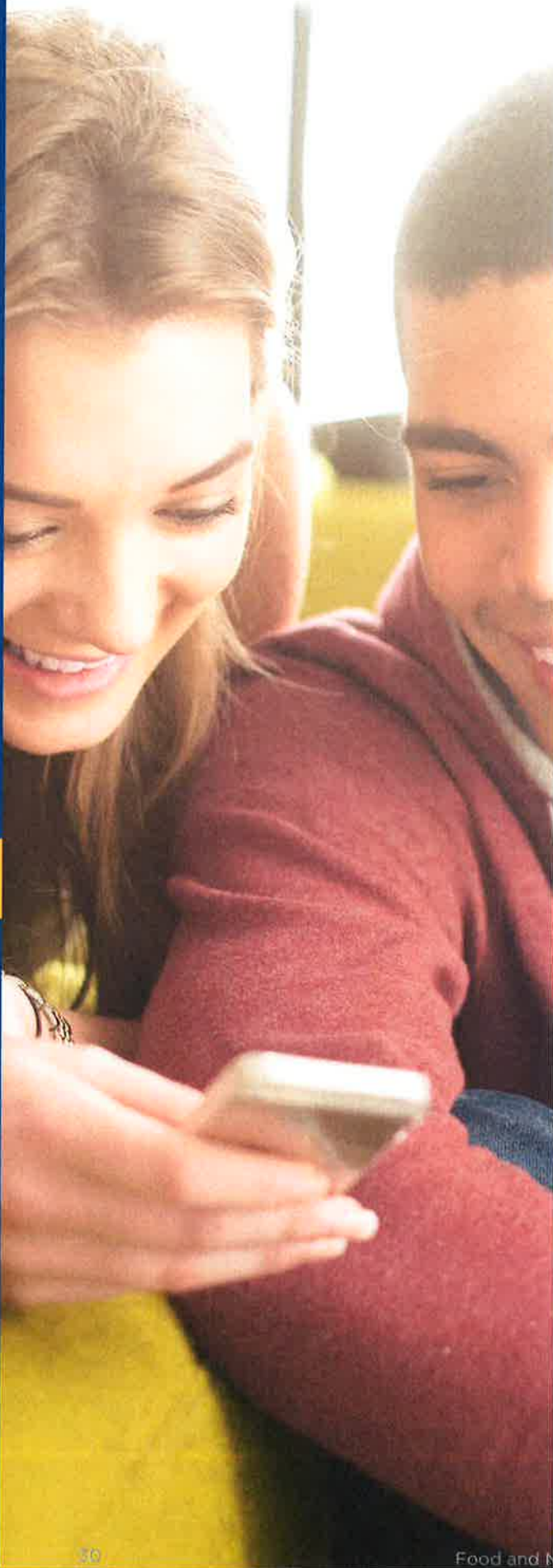
Consumers benefit from access to the latest information and offers. Our partners benefit from efficient, cost-effective solutions that help address quality of life and service enhancements on campus. Additionally, our on-site teams benefit by using the technology to deliver the best services and products possible.

In order to raise the level of your students' engagement with the dining program, while also providing valuable quality of life benefits the community may not have even realized were at their fingertips, we present Sodexo's digitalU.

This comprehensive suite of technology applications, brings value to students, faculty and staff—wherever they may be and however they may interact with your dining program.

Each campus is different and has a unique culture. extensive analysis of your students, faculty and staff, determines the right mix of customized technology solutions for each situation—leveraging select components of technology from the digitalU portfolio. At UNK, these solutions have become integrated in our service offer, further supporting the overarching objective of enhancing the student experience.

With a range of touch points across multiple technology platforms, digitalU offers personalized options that allow consumers to tailor their experiences to fit their needs.



Access

Online tools like SodexoMyWay provide students access to the information they need, when they need it. SodexoMyWay allows students access to review nutrition information, scope out the menu and let us know how we are doing.

SodexoMyWay 2.0

Continuous improvement keeps SodexoMyWay meaningful for your students and aligned with the latest digital trends. That's why we are pleased to announce SodexoMyWay 2.0, an exciting upgrade based on user feedback. SodexoMyWay 2.0 improves communication with consumers and drives operational performance while offering an optimal digital experience and enhancing your unique brand image using your custom colors and campus-specific images.





The following are just a few of the exciting features of the SodexoMyWay upgrade:

- **Mobile-first Design** — Mobile-first design recognizes mobile devices as the primary viewing method and creates an optimal user experience for those devices. Mobile-first design ensures that users enjoy a seamless online experience with easy-to-access and easy-to-navigate sites that load quickly, whether they are using a desktop or mobile device.
- **On-trend Design Elements** — An upgraded design includes scrolling content and a focus on blocks of images, content or color. Blocks of content known as “cards” serve as entry points to more detailed information. cards create an intuitive, engaging user experience and enable the development of dynamic, campus-specific content. card-centered design bridges the gap between interaction and usability and creates a consistent experience across mobile and desktop devices.
- **Dynamic Content** — Content, including text and images, can easily be modified to match a time of day or season, or highlight a special event on campus, creating relatable experiences and encouraging participation. Time-sensitive promotions and special offers can be prominently featured to drive traffic and improve operational results.
- **Improved E-commerce Functionality** — An optimized e-commerce application makes it easy to manage e-commerce and expedite orders. e-commerce functionality is integrated throughout the dining website, with shopping cart icons that enable users to quickly purchase featured items and special offers.

Experience

Creating an experience that is engaging and interactive from virtually anywhere through mobile and web ordering is what your students have come to expect. With **digitalU Experience**, the entire UNK community has access to dining service from virtually anywhere through mobile and web ordering. The **digitalU Experience** portfolio includes solutions for contactless payment, point-of-sale innovations, kiosk ordering and digital signage solutions.



Kiosk Ordering

Kiosks make your guests' dining visits more efficient and enjoyable. **DigitalU Experience** includes a suite of kiosk ordering technologies and partnerships across multiple card systems. As technology costs drop and user acceptance rises, college and university campuses continue to add more and more self-service ordering kiosks.



Digital Screens

Digital screens provide engaging content and share live feedback from customers. Live digital music and sports feeds spark conversation and connections among students. At each venue, an engaging digital menu board also displays the menu, nutrition, and quick facts about regional sourcing, the culinary team and current offers.

Mobile and Web Ordering

Mobile and online ordering is fast becoming a constant in the lives of your students. According to a study conducted by our team, 49% of those surveyed say they have placed a mobile food order more than three times in the past month. Mobile web apps enhance your guests' experiences by allowing them to order their meals online, pay electronically and then pick up their prepared food at their convenience.

Tapingo: Service Should be Streamlined

No one likes to stand in long lines, least of all busy UNK students waiting for a much-needed meal between classes. Mobile ordering provides students an opportunity to order online, receive an alert when their food is ready and skip those lines. We've worked with architects and designers to craft a pick-up experience that works equally well for mobile order guests, as well as our guests who ordered in person. Through our digitalU portfolio and partnership with Tapingo, students are directed to a designated pickup spot at each dining location. From ordering to pick up, their journey is easier and more efficient than ever before. Tapingo has it all figured out:

- Driving student engagement with increased convenience from mobile
- Dynamically calculating and communicating expected ETA for students
- Optimizing workflow to create operational efficiencies
- Ensuring student and merchant satisfaction
- Deploying rapidly through strategic relationships with card companies



Interact

Facebook, Twitter, Snapchat and Instagram allow students to interact with the world around them in real time so why not integrate that level of intimacy into your dining program? Social media, texting, customer appreciation tools, and wellness are integral components of **digitalU Interact**, which builds stronger relationships with customers through direct connections. These interactive services personalize the experience, accelerate communication and support repeat business.



myDtxt

Designed exclusively for Sodexo, myDtxt provides an unparalleled opportunity for direct engagement. guests can use myDtxt to find out what locations are open, share feedback and check availability. Meanwhile, the UNK Dining Services team can operationalize feedback in real time with instant reporting and analytics.



bite

Every student walks through the dining hall to see the options and then circles back to make a choice. you can follow their journey, and you can see their stress when they can't decide.



With bite, that indecision disappears. This innovative mobile app offers real-time menus and nutrition information at each of the resident dining locations around campus. Dining decisions can be made any time they want—in the morning, while they're in their dorm, or even while walking to the dining hall. All it takes is two taps, a little scrolling and one more tap, and they will know all they need to know about what's on the menu for the day.

And now, more than ever, your students want to understand what's in their meal—the ingredients, the nutrition information, as well as allergens. Bite provides a level of transparency previously unknown to the industry, with clear product descriptions and graphical representations for every nutrition category. There's no more guessing when comparing one product to another.

MyFitnessPal

Best of all, users can quickly post their meal to their food journal in Fitbit or scan barcode to sync nutritional information for MyFitnessPal – all with seamless integration!



2.6.5 Dining Services Offered

Submit a conceptual plan for service in The Market at 27th, Louie's Diner, Java Notes, and the Boost Market. University Dining Services is expected to continue operations of Chick-fil-A, Starbucks, and Subway.

DINING PROGRAM

Resident Dining

The Market @ 27th

As we reinvent UNK's dining program, we will deploy our Dine& Explore student community restaurant platform beginning fall 2019. Students will see familiar stations and new destinations – however, within each one, we'll bring a deeper repertoire of recipes and flavors, providing exceptional value in a continuous dining format.

The Market @ 27th will impress with abundant and varied food choices served by friendly people carefully preparing and plating their selections at food stations resembling home kitchen islands to allow plenty of room for action cooking.

With nutritious and satisfying meals in hand, students will proceed to seating areas that offer options for both lively gatherings and focused conversations. We'll control costs by repurposing most of the existing furnishings in The Market @ 27th to create welcoming arrangements that accommodate students while helping to foster a sense of community. Key components of creating this environment include:

- Soft, comfortable seating and lounge-friendly furniture
- Varied seating configurations for large parties and more intimate groups
- Inviting decorations and accent paint scheme for a coordinated modern atmosphere
- Planned dining experiences supported through interior and industrial design, creating zones that serve different customers and lend themselves to different activities

More importantly, the Dine& Explore platform is chef-crafted, flexible and responsive to UNK's student needs and wishes. With its modular approach, Dine& Explore can host 24 different culinary experiences matched to your students' needs. In the following pages, we've introduced the top choices for UNK, and look forward to keeping the food hacks coming. By constantly introducing new trends and innovative approaches, we'll satisfy, excite and delight. Satisfying portions and transparency of ingredients are hallmarks of our focus.

Our methodology is built along a continuum of student needs – core nutrition, comfort, adventure, wellness and convenience. We're reinventing the entire dining experience from breakfast to dinner with an all-access adventure that immerses students in world flavors and provides the comfort of home-cooking and nutritious ingredients.





Dine& Explore at UNK

LEARN ABOUT FOOD	CULINARY TRAVEL
Our chefs carefully craft meals that satisfy, excite and delight. See how they bring world-class culinary talent and delicious flavors to your plate.	New trends, new ideas, innovative approaches.
SAFE EXPLORATION	VARIETY
We work with suppliers to ensure your food is responsibly sourced.	From the hottest food trends to new meal choices and exciting changes, you'll find it all at UNK.

Dine& Explore offers the following destinations; sample menus can be found in the Appendix:

Breakfast

Start your day with a scratch-made pastry from the UNK Dining Services' bakery. Or power up with a classic hot cereal (or grits!) bar including all the fixings, or go hand-held with specialty breakfast offerings including burritos, tacos and sandwiches. Custom-craft a specialty breakfast bowl or select from classic griddle options like pancakes, eggs, breakfast meats and potatoes. One visit to the continental breakfast bar, and you're fueled for whatever the day brings.

Pop-Up Breakfast

Building excitement is all part of the plan. Twice a week, a pop-up breakfast offering will be something special - omelets on a Tuesday? Breakfast for dinner? Huevos rancheros on Cinco de Mayo? Our chef is up with the sun to deliver innovation, fun and engagement from the moment our doors open.

The Grill

Our reinvigorated Grill offering is designed to be special. We'll light up the grill and your students' appetites with juicy, made-to-order burgers, grilled cheese, and specialty sandwiches, quesadillas, and a student favorite – hot dogs wrapped in puff pastry with unique offerings at lunch and dinner, including fried chicken, Philly cheesesteaks and gyros. Short on time? Not a problem. The Grill offers the convenience of burgers and sandwiches wrapped and ready to go.

Pizza

Dine& Explore means hot 16" pies ready to go for students each day for sharing with friends. Chilling out over some slices of fresh, hot pizza with made-from-scratch dough topped with exactly what they are craving now is a true college experience. Our pizza concept features freshly baked specialty pizzas each day along with a selection of traditional favorites such as pepperoni and cheese. We also offer casseroles of home-crafted macaroni and cheese, ziti and other comforting favorites as well as a rotating selection of calzones filled with veggies, meat and cheese tucked and steaming within a baked crust.

Pasta

The pasta-bilities are endless. Choose from a daily selection of pastas just waiting to be tossed in your choice of delectable sauces worthy of any fine restaurant. Orecchiette with broccoli, pine nuts and prosciutto today, gnocchi with a walnut and cheese topping tomorrow. The pasta bar is complemented with a salad choice and unlimited breadsticks. Each day, at both lunch and dinner, guests find two pastas and two house-made sauce choices.

Meatballs

Fresh, convenient comfort. A new DIY meatball bar complements other comfort food offerings, bringing two types of meatballs with two sauce choices and two side choices. Italian, Asian, Mediterranean, veggie and more, our menu changes each day to captivate students with new takes on a proven staple.



The Deli

Specialty sandwiches are offered on 14-day rotations, including a delectable vegetarian sandwich and a Biggie sandwich offering each day. Every day, the Deli offers freshly-baked artisan breads stacked with your choice of quality deli meats, plant-based proteins, and cheeses, lettuce, tomatoes, pickles and other toppings. Students put this station at the top of their to-go lists! Hot or cold, these made-to-order sandwiches put choice at the forefront.

Global Bars

Introducing global flare with authentic flavor! These new options are destined to be student favorites immediately. With internationally inspired flavors at both lunch and dinner, students embark on a culinary journey as they build their own tacos and nachos, watch a chef prepare a customizable Mongolian Wok entrée, construct their own noodle bowl, choose ingredients from an authentic taqueria station – and much, much more.

Adventure Bars

Designed to meet the needs of UNK students who seek different, bold and unique. Operating on a five-week rotation, we'll bring anything from pop-up street food offerings to authentic global fare – from Indian to Thai, to sushi and more Mediterranean classics. With adventure comes flexibility, so students will drive Adventure Bar offerings, which will include plant-based proteins and unique options for both lunch and dinner every day.

Culinary Concepts

Our chef drives innovation and brings student input to bear on cutting-edge trends served in five-week rotations.





A Mindful Approach at The Market

Mindful by Sodexo is an approach to healthy eating filled with choices, delicious flavors, full plates and healthy indulgence. It focuses on simple, fresh ingredients, desirable tastes and satisfying portions. The Mindful program guides, but never lectures, guests about their food choices. In turn, students become mindful of the positive benefits achieved by making healthy decisions.

The Chef's Table

We're meeting the needs for both comfort and adventure with new energy in daily entrees. From scratch-made chicken and biscuits to a "spuds" bar with all the fixings to a Chinese dumpling (bao) bar, students will find distinct lunch and dinner offerings designed to excite.

The Vegan and Vegetarian Station

Find your plant power with a variety of plant-based proteins, coupled with whole grains, vegetables, sauces, and other accompaniments that provide variety by design. Vegan, vegetarian, or variety-seeking omnivore, our chef's ingenuity is guaranteed to captivate as we highlight a country each week, featuring Iowa staples and exotic flavors from Mexican, North African and Asian to Middle Eastern, Southwestern and South/Central African.

Simple Servings

Sometimes the greatest ideas are the simplest. At Simple Servings, we make sure the current and future needs of your campus population are met, even as your population of international students grows. This award-

winning format offers fresh and flavorful foods prepared free of eggs, milk, wheat, soy and shellfish.

The Salad and Soup Bar

Grab a bowl to round out your meal or create a wholesome meal in itself. Every day, UNK students can compose a different type of salad by selecting from a palette of crisp greens, fresh-cut vegetables, seasonal fruits – including those sourced locally whenever they're available. Crunchy croutons and flavor-packed dressings will add the perfect finishing touch. Fresh-made soups warm the stomach as well as the heart. Each day, UNK students will find an enticing selection of vegetarian and protein-based soups from which to choose.

Brunch

Late risers just found their new weekend favorite. Featuring a customizable omelet bar, there is no better way for students to come together and prepare for a new week and end their weekend. Our new brunch offering features incredible variety in a four-week rotation.

FöD is an award-winning resident dining program that brings best-in-class experiences to your students and guests. From their first encounter with your new FöD program, students enjoy:

- » State-of-the-art digital ordering convenience at walk-up kiosks
- » Made-to-order meals with a variety of healthy options at every meal time and in between
- » Increased variety, expanded service hours and a combination of comfortable seating configurations



by *sodexo**

Louie's Diner will become FöD

Campus life welcomes your students to a new kind of home community. They've grown up with favorite restaurants and memorable mealtimes, and it's an expectation they bring to your campus. They know what they want to eat, when they want it and where they want it. Some days, students want pizza and an exciting atmosphere; other times, they search for a quiet corner to cram for their exams. Whatever they are looking for, Food on Demand at Louie's Diner delivers. And it delivers for you, too: increased customer satisfaction, menu selection and participation without increasing food costs.

FöD (pronounced "food") brings a fast-casual restaurant experience to your campus and delivers a degree of intimacy and customization virtually unheard of in today's resident dining setting. Students choose from a nearly limitless combination of daily specials and everyday favorites made to order in just a few short minutes.

Combined with customer-centric technology, FöD provides an enjoyable dining experience for your guests. A state-of-the-art touch-screen kiosk ordering system enables students to view menus and select individual items to be made to their exact specifications. The ordering process prompts guests to consider adding items that complement their chosen meal—for example, adding an egg roll to their beef and broccoli stir fry or onion rings with their burger. Touch-screen payment can be made without assistance. These clever suggestions and convenient payment options boost the total tab and capture dining dollars you never would have had.

Java Notes

A community favorite in the Fine Arts Building, Java Notes will continue to satisfy students' and faculty members' cravings. From delicious, sustainably-sourced coffee beverages to freshly-prepared sandwiches and delicious in-season fruit cups, guests don't have to sacrifice nutrition when on-the-go. With items chosen and priced for UNK students, Java Notes keeps stomachs and wallets full!



Boost Market will become The Grid

At The Grid, form follows function. The Grid store and team are built from the ground up to make the



convenience store experience truly convenient for customers. We're plugged in to your community to offer products targeted to UNK customers no matter the need or time of day. That's why we call it a community store.

We believe community stores do more than make money. They're the kind of neighbors who improve the well-being of everyone around. With a helpful hand and a comfortable place, The Grid @ UNK gives your students a chance to recharge, connects them to the Loper community and transforms their days with a new model of convenience, offering a wide variety of Simply to Go and Mindful On the Go menu items, fresh local produce and fruits, as well as dorm staples such as peanut butter, sliced bread, toiletries, sundries and snacks.

The Grid @ UNK gives your students a chance to recharge, connects them to the Kearney community and transforms their days with a new model of convenience. The Grid:

- **Maximizes convenience** with a targeted, organized range of products
- **Prioritizes customer service** to help customers feel at home
- **Supports the Kearney community** and local causes



Café Ala Carte at the STEM Building

Busy UNK students want options and quick-service. That's why we're offering an A la Carte solution! With quick grab-n-go options ranging from coffee and cold bottled beverages to heat-and-enjoy soups and freshly-made sandwiches to student-favorite pre-packaged snacks such as chips, nuts and trail mix UNK students can always grab items of their choice quickly and conveniently throughout their busy day.





SAMPLE MENU

SNACKS
Almonds
Asian Mix
California Mix
Chocolate Covered Peanuts
Chocolate Covered Raisins
Chocolate Malt Balls
Deluxe Mixed Nuts
Honey Roasted Sesame Sticks
Juju Bears
Pretzels (Large)
Sour Bears
Spicy Cajun Mix
Assorted Fruit

BOXES, COMBOS AND ENTRÉES
Asian Explorer Adventure Box
California Dreamer Adventure Box
Indian Trekker Adventure Box
Mediterranean Traveler Adventure Box
Bacon, Egg and American Cheese Bagel
Egg and American Cheese Bagel
Bundle Chicken Wrap and Pasta Salad
Bundle Tuna Sandwich and Grapes
Bundle Turkey Sandwich and Garden Salad
Bundle Turkey Wrap and Caesar Salad
Indulge Snack Box
Re-Energize Snack Box
Refresh Snack Box

PARFAITS
Blueberry Yogurt Parfait
Greek Yogurt and Fig Parfait
Strawberry Quinoa Parfait
Strawberry Rhubarb Yogurt Parfait

SALADS
Grilled Asian Chicken Salad (Mild)
House Select Chicken Caesar Salad
House Select Cobb Mixed Greens Salad
Avocado BLT Chopped Salad
Strawberry Fields Forever

SANDWICHES
Roast Beef and Cheddar Baguette
Rosemary Chicken
Beef Caramelized Onion on Ciabatta
Chicken Salad
Egg Salad
Ham
Roast Beef
Tuna Salad
Turkey and Cheddar





twelve at UNK Medical Center

twelve gives your students a place that makes time for them. Whether it's 12 in the morning, 12 in the evening or 12 minutes past any hour, twelve provides an engaging retail environment for relaxing, studying or enjoying a meal. Students can reenergize, reconnect and enjoy more time, engagement, variety and convenience. With a range of healthy snacks and indulgent treats, a social setting where students can recharge devices or collaborate on whiteboard tabletops, and a format that saves up to 12 minutes each day, **twelve** gives students more than they expect, but exactly what they need.







Detail a possible collaborative partnership with ENACTUS, a student entrepreneurship group, to manage Brewed Awakening. This partnership would be expected to educate and continue to provide a hands-on experience for students to manage a business and the necessary relationships.

Sodexo will partner with ENACTUS not only to support the West Hall Brewed Awakening, but we also intend to nurture their passion for entrepreneurship. With that in mind, we will foster this spirit by funding a \$5,000 annual donation to support their travel and continued learning.

2.6.8 Catering and Banquet Operation

Provide a catering plan for functions, including but not limited to, meetings, conferences, club events, receptions, banquets, and parties. The catering program should reflect the diverse needs of the University's students, faculty, and staff in its service menu. UNK desires a three-tiered catering program, with pricing and service levels appropriate for Value-Student Organization Service, Standard Service, and Premium Service. Bidders are encouraged to be creative in demonstrating an ability to meet the diverse needs of a campus community.

Catering enhances the most important moments in life. From intimate club banquets and faculty luncheons to massive campus open house barbecues and alumni receptions, catered events bring people together to share food, build memories, and connect that wonderful experience to the University. In few other situations does the opportunity present itself to monetize your facilities and generate revenue, while also delivering unforgettable moments. With more than 50 years providing catering services to universities world-wide, we can make sure that students and dignitaries alike walk away from their catered event at UNK feeling beyond satisfied and filled with compliments.

Your potential for maximizing income streams directly correlates with the flexible nature of your catering program. Rather than a "one-size-fits-all" approach, we make it possible for you to leverage a scaled and versatile program that fills the bill for every event style and customer.

Introducing Gatherings : Perfected!

For UNK, we introduce the fully customizable catering solution, Gatherings : Perfected, which redefines catering through a portfolio of offerings and extraordinary service from extraordinary people. From dependable, everyday catering featuring good food at the best possible price to catering that captures the special moments in your customers' lives, each service of Gatherings : Perfected targets a specific need with unique menus, support and financial predictability.

THE FOUR DIMENSIONS OF GATHERINGS : PERFECTED

- » **PEOPLE** - Bringing the human component to a traditionally faceless industry
- » **SERVICE** - A friendly, communicative team with an eye for detail
- » **BALANCE** - Menu selections that are on-trend and perfectly served
- » **CRAFT** - Extraordinarily talented chefs with a passion for great flavors



GATHERINGS : PERFECTED

All **Gatherings : Perfected** menus are FDA compliant.

FLAVOURS

TASTE = SUCCESS

Our mainstream, everyday catering service

FLAVOURS is about more than just great food; it blends together a focus on service with a strong emphasis on people. A team of dedicated professionals, including a certified chef and an engaged staff, work together to create and deliver a successful catering experience for your customers.

Specializing in luncheons, dinners, buffets, receptions, coffee breaks and meetings, FLAVOURS provides comprehensive services that extend well beyond menu selection. A completely flexible set of options ensures maximum enjoyment with minimal customer strain. standards for this service level include:

- Service staff to make sure your event is enjoyable and relaxing
- Linens and china service for an added sense of elegance
- Options for groups as small as two and reaching comfortably to serve as many guests as you may choose to include
- Served and buffet options for every occasion
- Presentation standards designed to ensure your satisfaction with every event

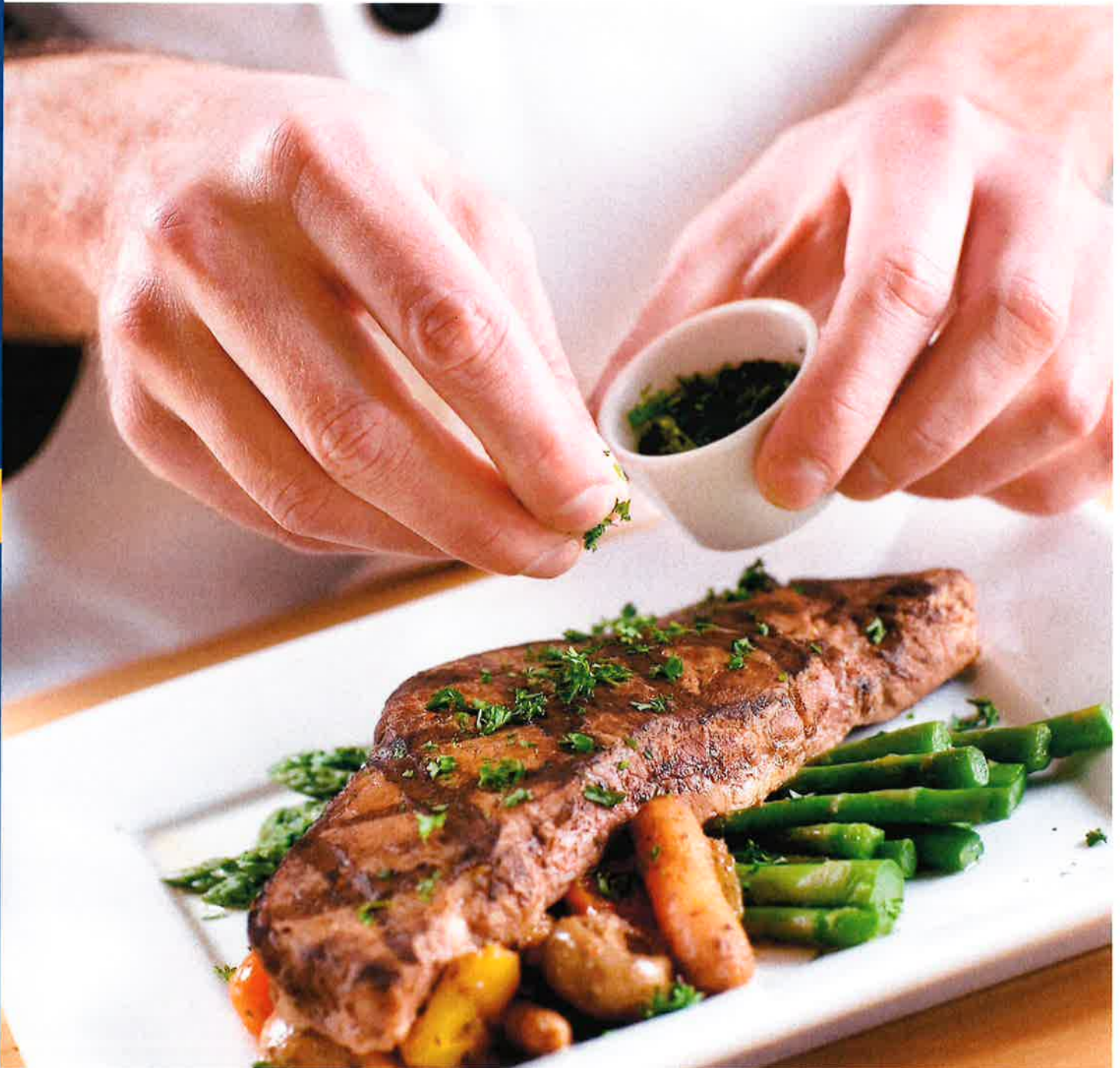




Executive Events

UNK can look forward with pride to the impressions your special guests will take away from those exceptional occasions. Specially created entrée selections, featured chef specials, seasonal menus and themed events are all part of the food offerings at this level. Every bite will be delicious. Added to the delicious meal, every service detail will be anticipated and smoothly handled to ensure an exceptionally enjoyable event every time.

Executive-level events are an important and tangible element of UNK's public image. When you host prospective students, distinguished alumni, generous donors and prominent members of the campus community, these events are often your opportunity to demonstrate your appreciation and acknowledge their contributions.



Executive Events Catering

Winter Board Dinner

Passed Hors d' Oeuvres: Butternut Squash Risotto Cakes with Sage Braised Chorizo, Wild Mushroom and Asiago Flatbread with Red Onion Jam

Baby Spinach and Arugula Salad

Fresh Pear, Parmesan Reggiano and Champagne Vinaigrette

Braised Beef Short Ribs, Butter Braised Mushrooms, Provencal Sauce

Creamy Blue Cheese Polenta

Local Scallion Butter Braised Rapini

Almond Crust Fresh Fruit and Custard Tarts

Student Affairs Awards Dinner Buffet

Mache Salad with Candied Walnuts, Red Grapes and Classic Vinaigrette

Thyme and Ginger Roasted Pork Tenderloin with Peach Glaze

Turmeric and Cumin Roasted Butternut Squash with Lentils

Grilled Asparagus

Trim Top Carrots

Cornbread with Creamery Butter

Grilled Pineapple Carpaccio with Soy Cream and Candied Ginger

Chancellor's Breakfast

Passed for Guest Arrival: Fresh Pressed Orange Juice Spritzers, Iced Vanilla Lattes

Watermelon Citrus Salad

Mushroom and Havarti Strata with Roasted Asparagus

Potato Latkes with Sauce Paring Selection: Herbed Feta Dip, Spiced Applesauce and Herbed Greek Yogurt

Chicken and Apple Sausage

Blackberry Muffins and Cinnamon Coffee Cake for Passing

National Scholarship Recipient's Dinner

Mixed Greens with Sliced Fresh Strawberries, Toasted Pecans, Feta Cheese, Honey Poppy Seed Vinaigrette

Gouda and Sundried Tomato Chicken Roulade with Saffron Cream Sauce

Butternut Squash Lasagna

Lemon Shallot Broccoli Rabe

Dijon Creamed Potatoes

Sweet Yeast Rolls and Cornbread

Blackberry Peach Cobbler with Creme Anglaise

Hall of Fame Reception

Domestic and Regional Cheese Displayed with Fresh Seasonal Fruit

Grilled Fresh Vegetables Served with Herb Oil, Hummus and Grilled Naan

Spinach Artichoke Dip with Tortilla Chips

Pecan Crusted Chicken Satay with Peanut Sauce

Macaroni and Cheese Bites

Pomegranate Glazed Salmon Bites

Risotto Crab Cakes with Dill Caper Remoulade

Thyme Roasted Beef Prime Rib Sliders with Horseradish Cream

Loper Cookies, Caramel Pecan Brownie Bites, Tiramisu Shooters, Fresh Macerated Berries



Good food at the best possible price

Sharing a meal is often the first step in spurring creativity and collaboration. As the value tier in Gatherings : Perfected, elements focuses on providing great food to informal gatherings at a great price. the Elements portfolio includes informal themed buffets, party packages and snacks for break times, as well as fun and familiar favorites like nachos, wings, hot dogs, hoagies and snacks.

Elements works within your customer's limits and offers creative options that are both delicious and plentiful while still managing to avoid the "scrimp factor." Many events will have room for a certain amount of presentation flexibility. customers may opt to pick up their food, eliminate linens and reduce other add-on costs such as labor and china. For those events, the resulting cost savings will be passed on to our customers - without impacting the quality of the food.





CERTAIN SELECTION CRITERIA

2

Detail any plans to assist in the recruitment and retention of board plan participants.

Voluntary meal plans are a method for UNK Dining to reach beyond the typical dining customer on campus. With strategically aimed marketing techniques, we reach out to commuter students, part-time students, faculty and staff and highlight the benefits of having a voluntary meal plan. Various tactics are deployed throughout the year, from mid-semester pushes to add more flex money to additional money being added for every designated increment purchased.

In addition to the marketing tactics used by our UNK Dining team, we offer a frequency program called CINCH. CINCH keeps faculty, staff and students on campus; for every three meals purchases, the guest receives a fourth meal free (up to three times). Once the guest has received all three free meals, they are offered a discount to encourage them to purchase a meal plan. CINCH increases cash door sales in resident dining and builds loyalty through the community.



The following are examples of best practices in voluntary meal plan sales that we've experienced at our clients across the country.



1	The team at Northern Arizona University offered a VIP reception, exclusive limited-time offers and discounts at 1899, special events and other dining locations to those who signed up for a meal plan. In doing so, they made it a special thing to be a VMP customer. They also offered free popcorn and soda at sporting events. Voluntary Meal Plan participants also received three free admissions to special dining events.	PROMOTION RESULTS \$52,000 in sales
2	The team at University of Louisiana-Lafayette utilized social media, email blasts and an email push to previous purchasers in their existing e-Commerce database. Customers were directed to purchase the promotion through e-Commerce. The mid-semester offer was to receive 5 free meal passes with any meal plan purchased.	PROMOTION RESULTS \$925
3	The Off-Campus Housing department at Marquette University was excited to include information on QBOT and CINCH in their promotional materials. They wrote the information on their website, promoting meal plans, CINCH and QBOT as three great ways to get meals on campus at a discount. Mailbox stuffers for off-campus apartments were created and delivered to about 1,400 students. Posters conveying the same messaging were hung in the lobby of each building. With those tactics, MU Dining sold 29 new plans, totaling \$15,000.	PROMOTION RESULTS \$15,000
4	Coupon books were created by our graphics team and were part of a program to creatively match the brochures and VMP sales campaigns, creating a consistent and recognizable look for both Rensselaer Polytechnic Institute and Mohawk Valley Community College. Each meal plan holder (including voluntary meal plan holders) received a coupon book. Additionally, RPI students received a reusable mug to use at any campus retail location for \$0.99 refills. This value-added program works well for accounts that do not allow flex incentives. These additional benefits drive sales to retail locations, promote products and brands, and drive awareness of the diverse options on campus.	PROMOTION RESULTS Sales of \$1,074,000

The information on this page is confidential and proprietary to Sodexo.



Mindful Living

When it comes to helping UNK students maintain a healthy lifestyle, it is important to inspire them and provide the information necessary to help them make the best choices. Mindful's website engages students on topics that matter most to them. social media, technology tools and group activities make Mindful fun and friendly.



Communication

Mindful's social media, technology tools and activities are not just for students. We want you and your faculty to join and participate as well. Everyone can be Mindful!

social media gives us the ability to have two-way conversations with your students, gathering their feedback, answering their questions and building their excitement with weekly sweepstakes.

Involvement

the Mindful approach brings people together – online and in person – with sponsored activities, forums and other gatherings. It's easier when everyone is Mindful together!

Social Media Tools

Mindful's pillars of eating, living and Community are supported through social media, which engages students and encourages them to make small lifestyle changes on their journey toward wellness.

These platforms also keep us in constant contact with your students, allowing us to promote Mindful Heroes and build demand for products.

Mindful.Sodexo.com

This informative website is loaded with great tools, tips and expert advice for healthy living and eating. Mindful Heroes are featured so students know what's available in their dining venues – and several recipes are posted so they can make them at home! dozens of educational articles cover a variety of topics, from portion control, proper hydration, stress relief and the seven secrets of happiness. and Mindful's weekly sweepstakes are very popular events – because Mindful gives great prizes!

The Mindful site is packed with:

- Educational resources
- Quick tips for more Mindful eating
- Links to wellness tools and partnerships
- "Ask Our Dietitians" feature
- Forums where students can share stories
- Tools to track progress

Facebook

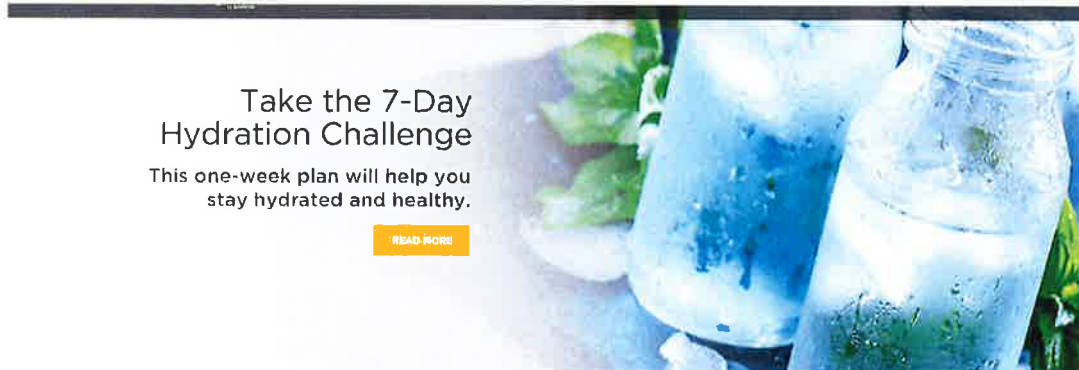
The Mindful by Sodexo Facebook page shares upbeat, positive messages with your students on a wide variety of topics.

- Inspirational quotes to give a quick boost to the day
- Quick tips for healthy eating
- Ideas for healthy living
- Exercise encouragement
- Sweepstakes and prizes



Twitter

Twitter creates an instant – and friendly – connection with UNK students. Follow @Mindful_sodexo.



Healthy Choices Made Easy



All Mindful Options



Mindful Options Under 550 Calories



Healthy Hydration



Mindful Walking

LinkedIn

With an audience made up of professionals, LinkedIn users enjoy Mindful's educational articles. www.linkedin.com/company/mindful-by-sodexo



Fitbit also integrates seamlessly with MyFitnessPal, transmitting activity data to MyFitnessPal, which calculates how many calories the user has burned and earned through exercise.



Mindful + Technology

We make it so easy for UNK students to combine Mindful with tools like Fitbit and MyFitnessPal. Our partnership with these two companies gives them more ways to be Mindful throughout the day.



MyFitnessPal

Students can use MyFitnessPal's app or website to create a diary of their daily food. the tool's nutrition calculator tracks entries and creates an intake log. Users can easily determine how many calories have been consumed and how many they have left for the day. When students select a Mindful Hero, all they have to do is scan the bar code on our marketing pieces to automatically download nutritional to their diary.



Fitbit

Fitbit is an innovative wireless tool that tracks activity, diet, fitness and sleep. all your students have to do is wear it. they can use the app or website dashboard to monitor their activity levels and join groups to challenge and encourage each other.



Wellness is about more than what is on the plate. It is also about promoting an active lifestyle and building a campus that is supportive.





Mindful Community

Numerous studies show that people get better results if they are part of a wellness group, and we continuously provide support to UNK students. In addition to online groups, we immerse students in health and wellness through fitness apps and groups, educational talks, special activities and more.

Fitbit Groups

Fitbit users will tell you - once they start using it, they become obsessed with tracking their stats and comparing them to classmates and friends. UNK students will love banding together to encourage and challenge each other. We can even create a Fitbit group to help keep their enthusiasm high!

The Fitbit forum section allows us to make special announcements to group members. We make them feel special and build their loyalty to The Market @ 27th by announcing what Mindful Heroes we're serving, as well as alerting them to any educational talks or activities that we are planning.

Lunch and Learn

Students have a lot of questions when it comes to healthy eating. A chef or dietitian-led "lunch and learn," followed by a lively Q&A, educates your students on various wellness topics and keeps them engaged with your programming.

The Mindful Mile - Go the Distance!

A mile-long walk is an easy way for your students to get some exercise and have a good time. We can organize one for your campus - they'll love it!



Exhibit B
TRANSITION MEETING & EXPECTATIONS SESSIONS

TRANSITION MEETING

A Transition Meeting is always held **prior** to opening a new account or starting a new service at an existing account.

Objectives:

1. Transform individual University(s) expectations into one set of prioritized institutional expectations,
2. Start-up the new service in accordance with University's expectations,
3. Provide for a solid foundation upon which to build long lasting and mutually beneficial relationships; and
4. Articulate and gain consensus of Contractor's objectives / expectations from the business relationship.

Participants:

University: University liaison (s) and at least one of the following executives: Chief Executive Officer, Chief Operating Officer, Chief Financial Officer.

Contractor: Sales Director, District Manager responsible for the contract and (if identified) the [General Manager] ultimately responsible for Contractor's performance. Vice Presidents and other company executives should attend as determined by the Parties.

Expectations Sessions

Expectations Sessions are **annual** meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation Sessions shall be held regularly throughout the contract term with at least one per contract year.

Objectives:

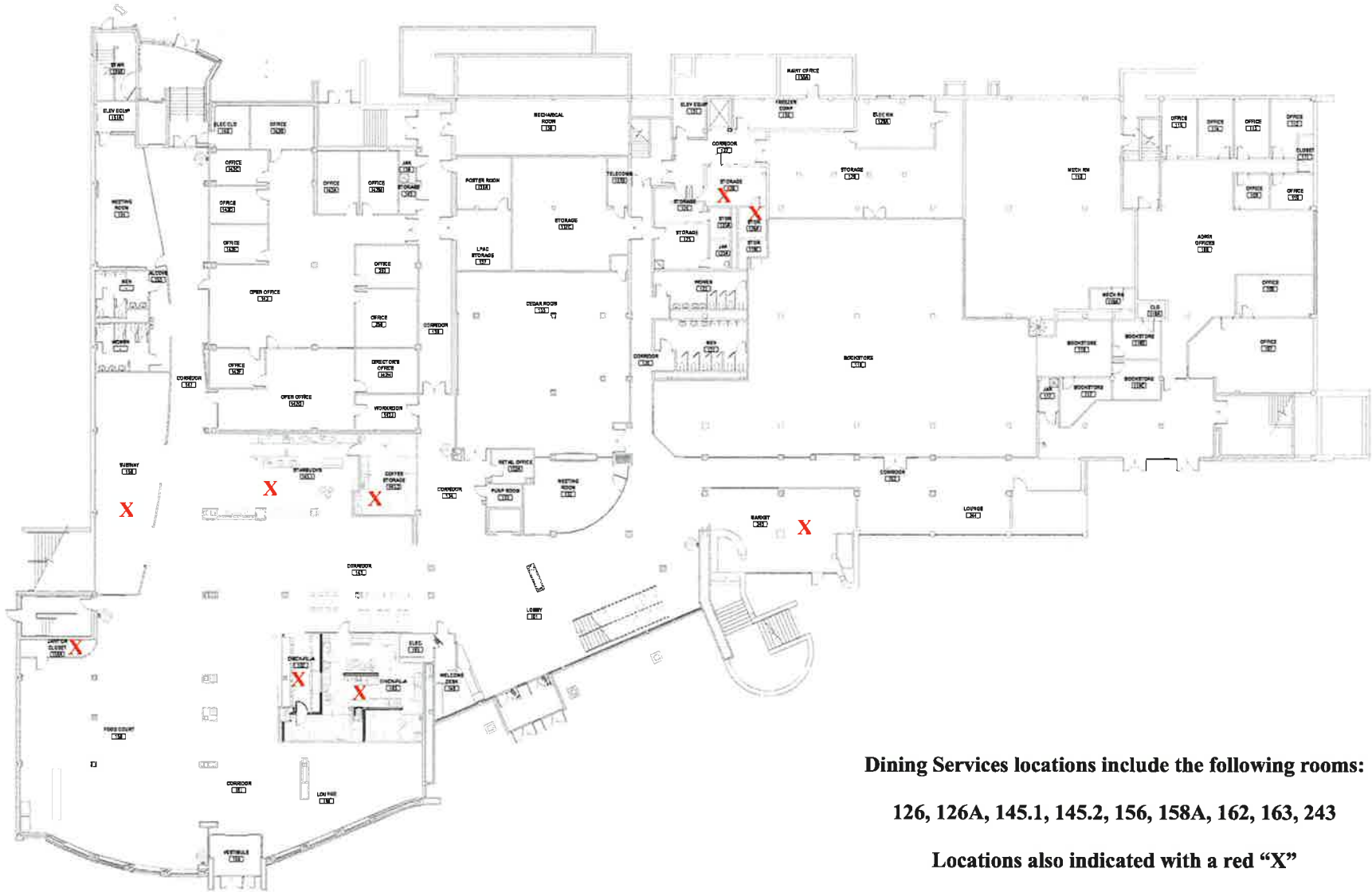
1. Contractor shall share customer/University satisfaction results, financial performance, successes and challenges from the previous year.
2. University expectations from the previous session shall be reviewed and expectations moving forward shall be established.
3. Once Contractor has identified the current University expectations, Contractor shall develop a proposed plan of initiatives, strategies and innovations for the upcoming year. This plan ensures that Contractor is aligning its service delivery with the expectations of University.

Participants:

The Parties shall mutually agree upon the participants for each Expectations Session.

Exhibit C

Residential and Retail Dining Locations Nebraskan Student Union - Floor 1

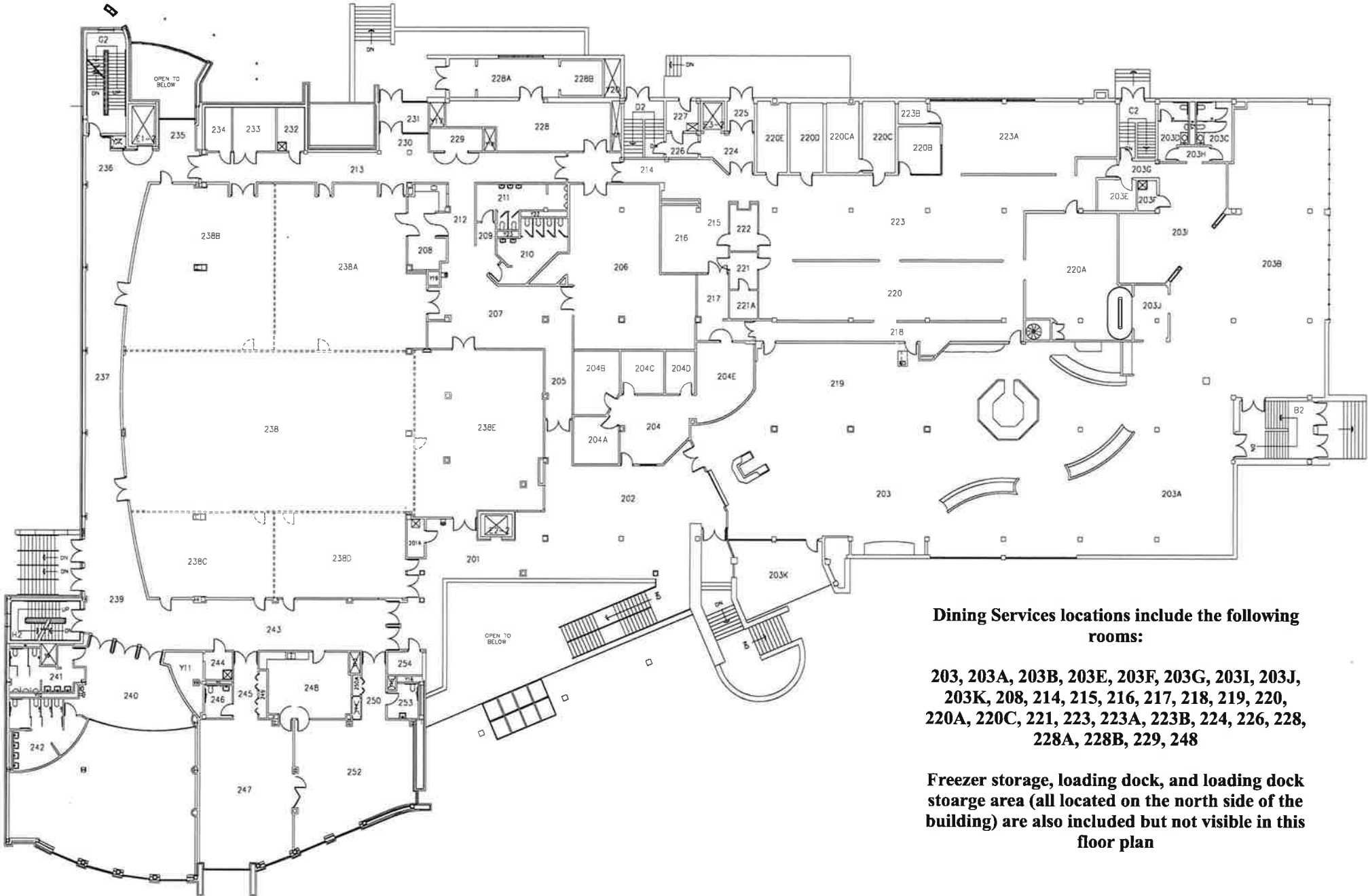


Dining Services locations include the following rooms:

126, 126A, 145.1, 145.2, 156, 158A, 162, 163, 243

Locations also indicated with a red "X"

Exhibit C
Residential and Retail Dining Locations
Nebraskan Student Union - Floor 2

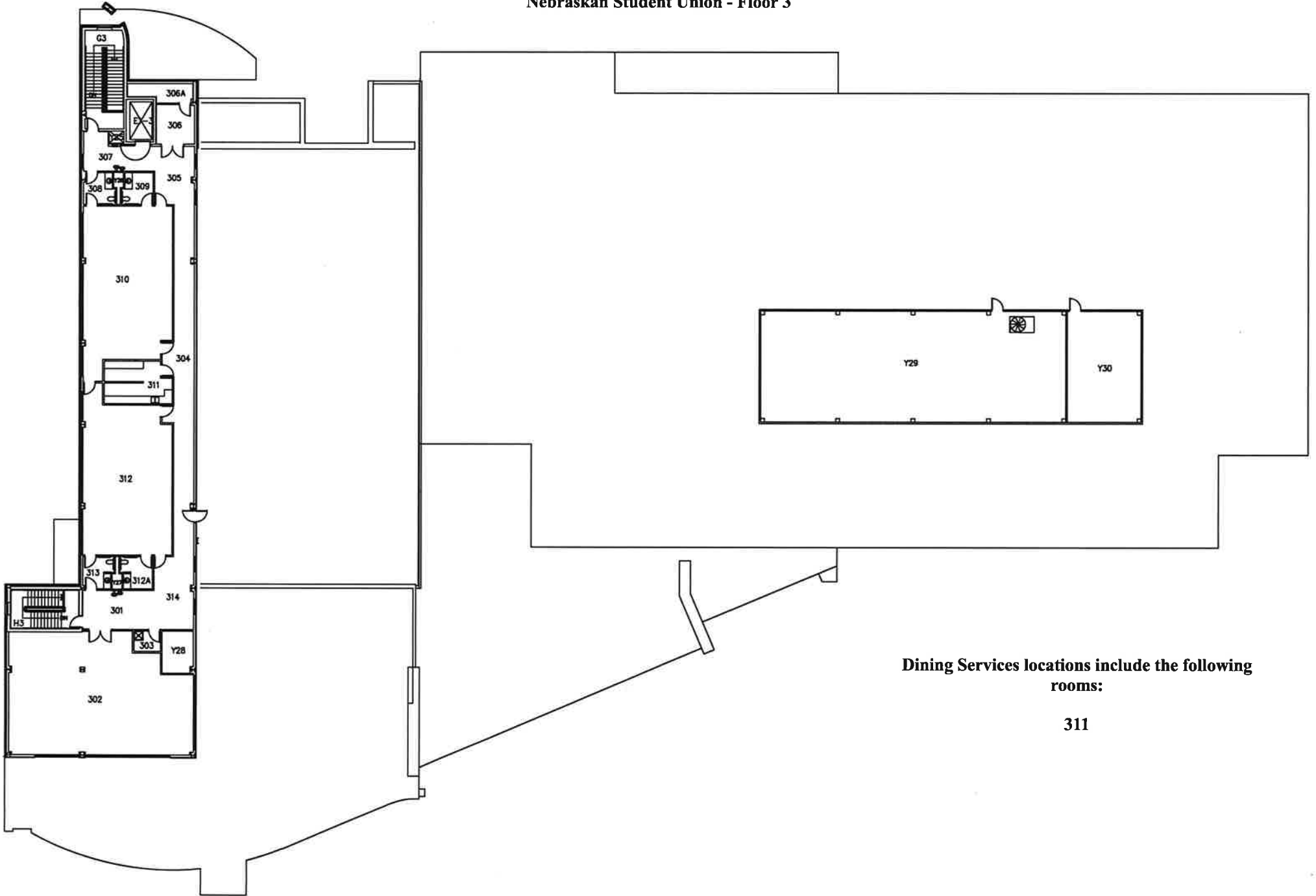


Dining Services locations include the following rooms:

203, 203A, 203B, 203E, 203F, 203G, 203I, 203J, 203K, 208, 214, 215, 216, 217, 218, 219, 220, 220A, 220C, 221, 223, 223A, 223B, 224, 226, 228, 228A, 228B, 229, 248

Freezer storage, loading dock, and loading dock storage area (all located on the north side of the building) are also included but not visible in this floor plan

Exhibit C
Residential and Retail Dining Locations
Nebraskan Student Union - Floor 3



Dining Services locations include the following rooms:

311

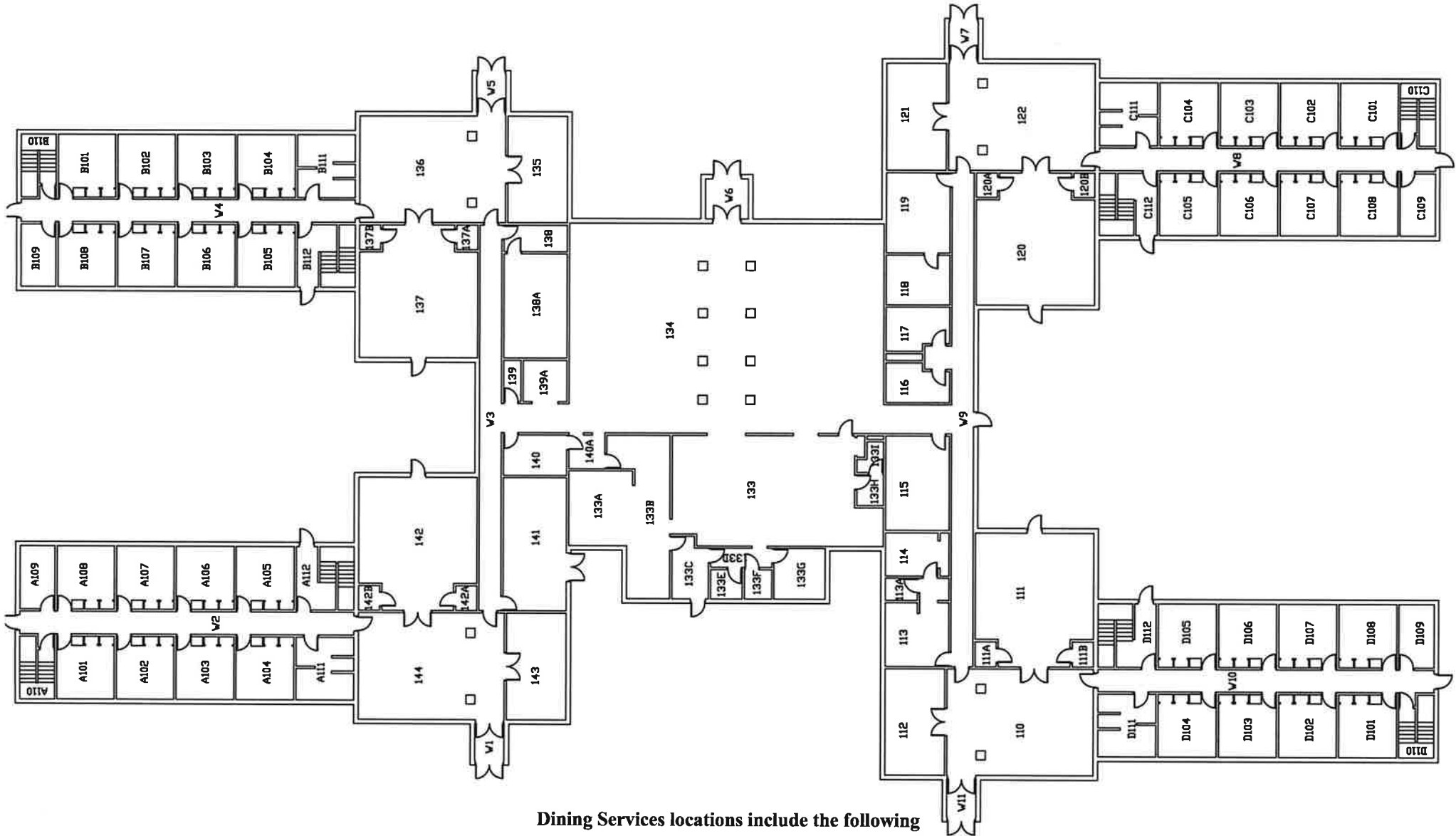
Exhibit C
Residential and Retail Dining Locations
Fine Arts Building - Floor 1

**Dining Services locations include the following
rooms:**

219C



Exhibit C
Residential and Retail Dining Locations
URS - Floor 1

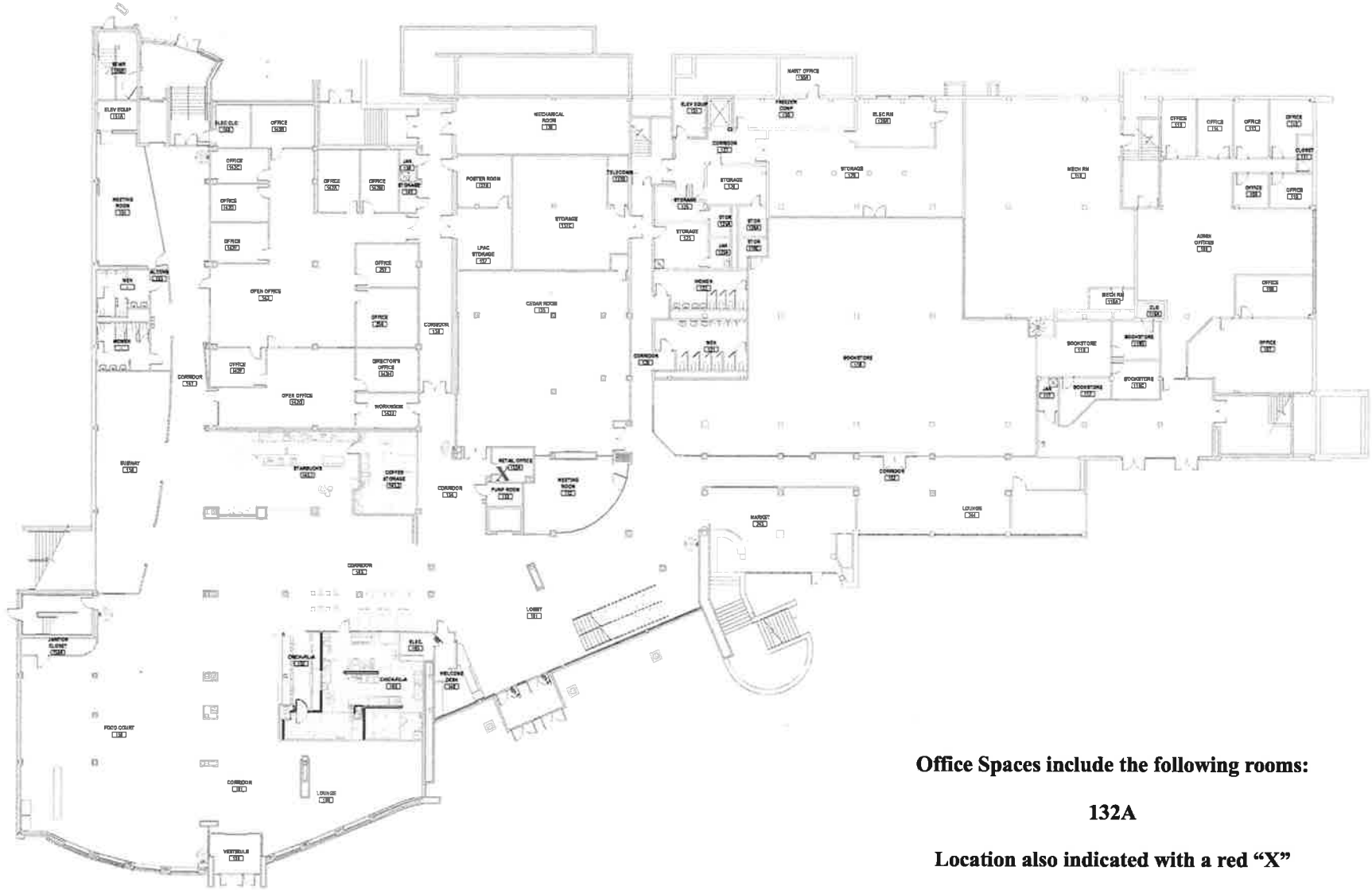


Dining Services locations include the following rooms:

133, 133A, 133B, 133C, 133D, 133F, 133G, 133H, 133I, 140A

Additional location on the north side of 134 is also included but not visible in this floor plan

Exhibit D
Office Space
Nebraskan Student Union - Floor 1

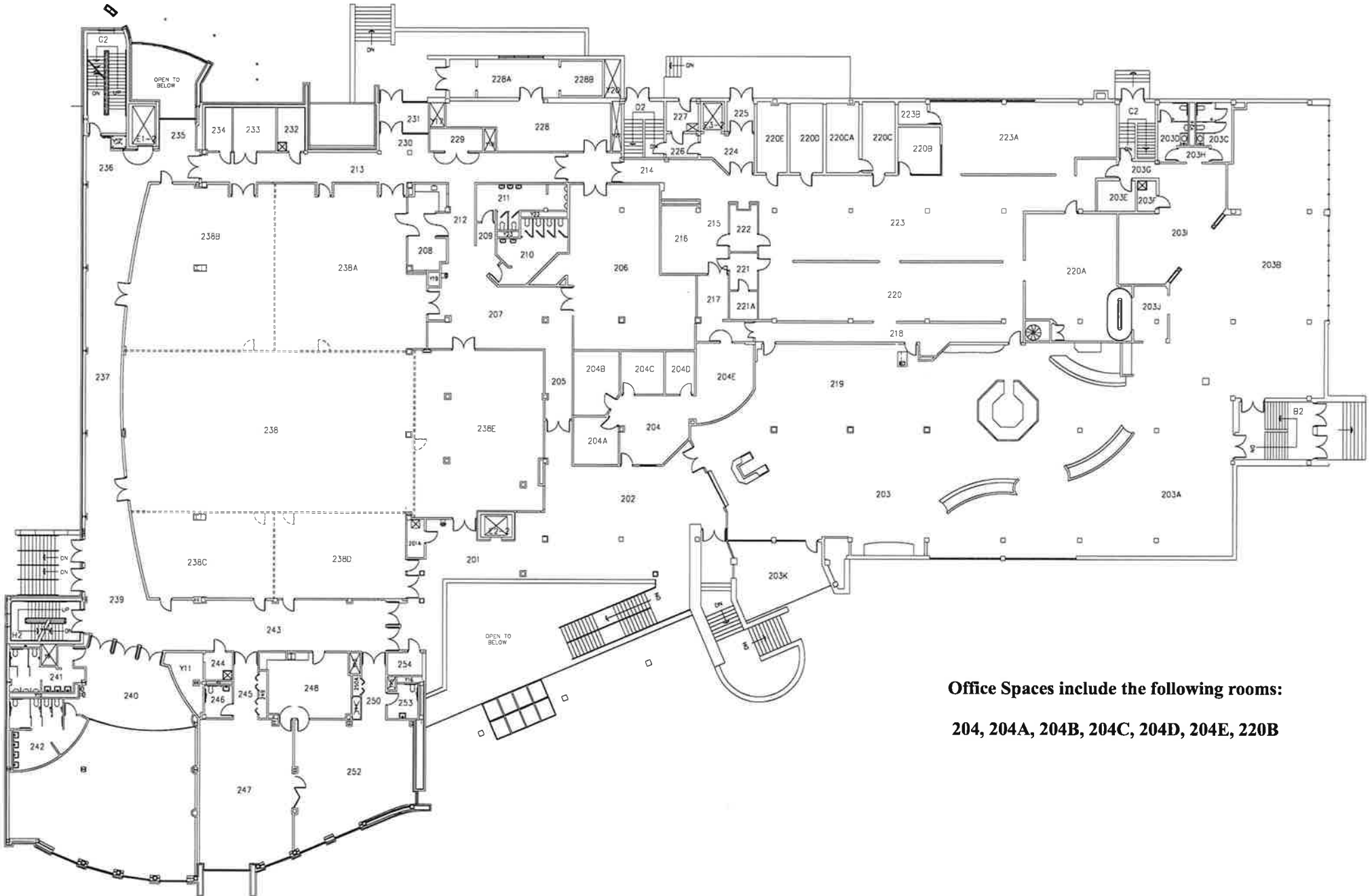


Office Spaces include the following rooms:

132A

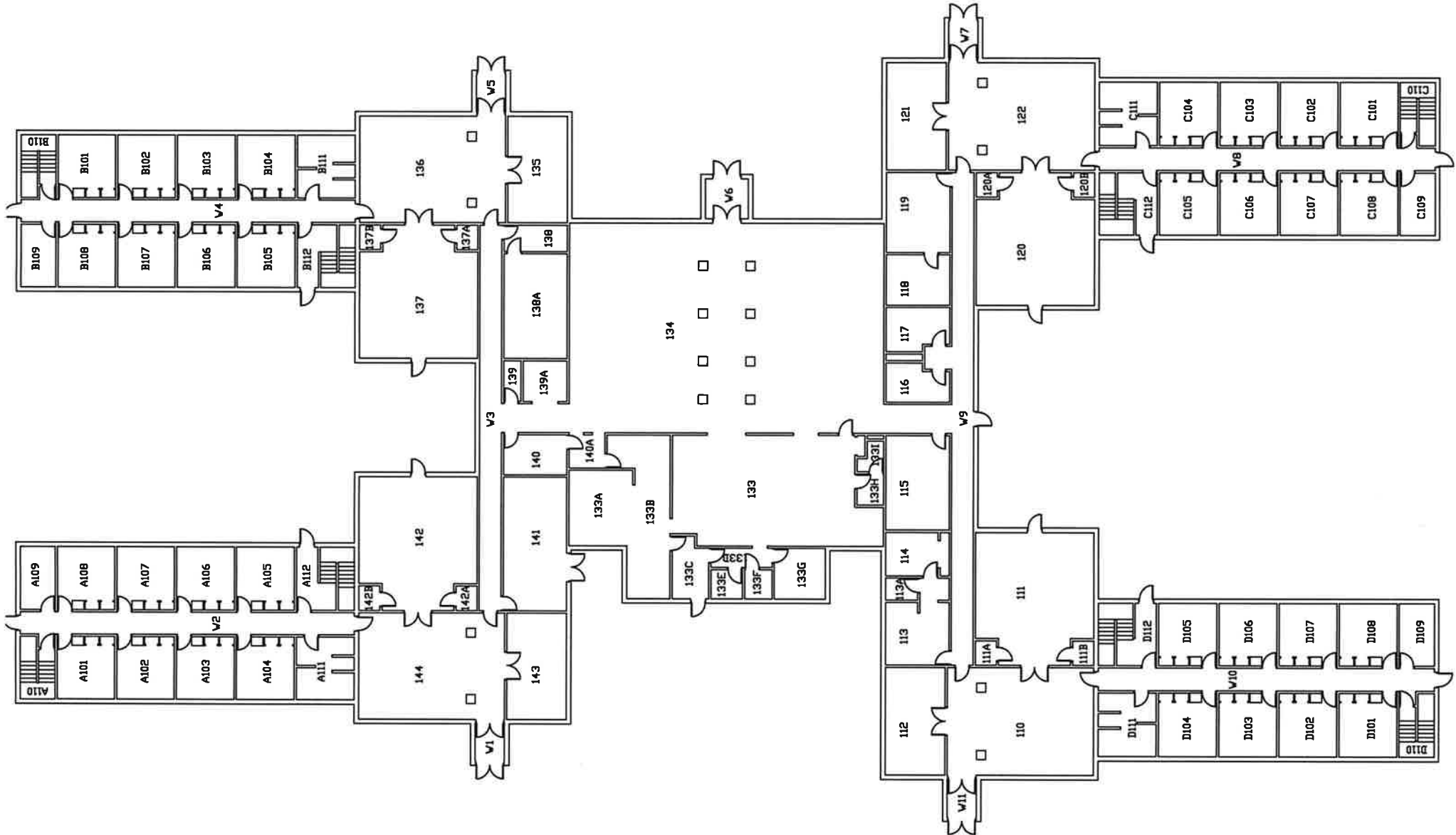
Location also indicated with a red "X"

Exhibit D
Office Space
Nebraskan Student Union - Floor 2



Office Spaces include the following rooms:
204, 204A, 204B, 204C, 204D, 204E, 220B

Exhibit D
Office Space
URS - Floor 1



Office Space includes the following room:

133E

Exhibit E

Loper Dollars Stored Value Account Terms and Conditions

UNK ID Card and Loper Dollars Stored Value Account Terms and Conditions

Cardholder's Consent: By adding money to your Loper Dollars account, the cardholder agrees to these terms and conditions.

Eligibility: A registered UNK student or employee is eligible to receive a UNK ID Card and may open an optional Loper Dollars Stored Value Account ("Loper Dollars Account") by making a deposit at the Finance Office, one of the two Deposit Stations located on campus, or on-line at <http://www.unk.edu/loperdollars>. The UNK Card and its Loper Dollars Account are to be used only by the person to whom the card is issued (hereafter referred to as Cardholder). The UNK Card may be confiscated if: (1) it is presented by someone other than the Cardholder; or (2) the Cardholder fails to comply with these Terms and Conditions.

Lost or stolen cards: The Cardholder is responsible for immediately reporting a lost or stolen card. Reports can be made in person at the UNK Card Office or by calling the UNK Card Office 308-865-8154 during regular business hours Monday – Friday, 8:00 AM – 5:00 PM, or by calling UNK Police at 308-627-4811 during non-business hours. The University of Nebraska at Kearney (hereafter referred to as University) is not responsible for any unauthorized purchases made using the Loper Dollars Account, regardless of whether the purchase is made with a lost card, a stolen card, or otherwise. The replacement fee for a lost, stolen or damaged card is \$10.00.

Building access: The UNK ID Card may be used for building access by either magnetic stripe swipe or by contactless smart card readers. It is important to care for your card and prevent any punctures, cracks, and/or creases which could render the access control feature of your card useless. Building access is authorized by the building supervisor of each building on campus.

Deposits: Deposits to your Loper Dollars Account can be made in a variety of ways:

- **On-line** at <http://www.unk.edu/loperdollars> using check card or credit card (Visa or MasterCard).
- **At the Finance Office** located in Warner Hall during regular business hours, Monday – Friday, 8:00 AM – 5:00 PM. Accepted forms of payment are cash, check, Visa and MasterCard.
- **At the Nebraskan Student Union Card Deposit Station** located next to the Wells Fargo ATM. Accepted form of payment is cash only. Simply insert your card and cash into the machine, choose the Loper Dollars plan and the value will be transferred immediately to your Loper Dollars Account.
- **At the Calvin T. Ryan Library Deposit Station** located in the Internet Cafe. Accepted form of payment is cash only. Simply insert your card and cash into the machine, choose the Loper Dollars plan and the value will be transferred immediately to your Loper Dollars Account.

Deposits can also be made via mail or fax (see *Loper Dollars Deposit Form* which can be found at <http://www.unk.edu/loperdollars>). Do NOT send cash in the mail. Do NOT send credit card information by email. Checks must be made payable to University of Nebraska at Kearney. Cardholder is liable to the University should a check or credit card deposit be returned unpaid. A \$30 returned check fee will be assessed to the Cardholder by the University. In the event the University must retain a collection agency to collect any amounts due from the Cardholder, the Cardholder may be assessed collection fees in addition to the amount due.

Purchases and/or transfers: Your Loper Dollars Account may be used for purchases at locations participating in the Loper Dollars program. All participating locations offering merchandise or services have the option of setting minimum or maximum purchase amounts for purchases using Loper Dollars. Loper Dollars are restricted to use on the University of Nebraska at Kearney campus only. Funds deposited in your Loper Dollars Account are non-transferable. If you attempt to use your Loper Dollars when there are insufficient funds available in your account, the transaction will be denied. For a complete list of current merchants and service providers that accept Loper Dollars, see <http://www.unk.edu/loperdollars>.

Dining Points/Dining Dollars: Food service account questions and deposits should be addressed to Dining Services located on the second floor of the Nebraskan Student Union near the Commons Food Court. Your Meal

Plan and Dining Points/Dining Dollars debit account is separate from your Loper Dollars Account. Funds may not be transferred between the two accounts.

Cash withdrawals and cash refunds: Cash withdrawals are not permitted and cash refunds will not be made for returned merchandise or service credits. The merchant or service provider may allow for a credit back to your Loper Dollars Account. Merchandise must be returned to the location where the goods were purchased and are subject to the return policy of the merchant.

Error resolution procedures: Errors regarding deposits or deductions to your Loper Dollars Account should be first addressed with the merchant or service provider. For self-service operations, a sign will be posted near the point of sale device with information regarding who should be contacted in case of equipment malfunction or questions. If Cardholder is unable to resolve error with the merchant or service provider, report the error to the Finance Office within 30 days of the transaction date.

Statements: Account history for the last twelve months can be viewed on-line at:
<http://www.unk.edu/loperdollars>.

Accounts: Loper Dollars Accounts will remain active and account balances will carry forward from semester to semester or term to term, as long as the Cardholder is enrolled or employed by the University. No interest is paid on Loper Dollars Account balances.

Account closures and balance refunds: Accounts may be closed through written request by the Cardholder (see *Loper Dollars Account Closure/Refund Form* which can be found at <http://www.unk.edu/loperdollars>). Refunds from closed accounts will be paid through the Finance Office and subject to a \$10.00 administrative fee. Debts owed to the University by the Cardholder may also be charged against any balance of the Loper Dollars Account prior to computing any refund. No refund will be issued if the Loper Dollars Account balance is \$10.00 or less. Refunds will be made payable to the Cardholder and available within two weeks of receipt of request. Refunds can be picked up at the Finance Office in person by the Cardholder or mailed at the Cardholder's request. Non-refundable and unclaimed amounts will be forfeited to the University 12 months after you are no longer a student or employee of the University.

Account information disclosure: The University will not disclose your account information to third parties, unless: (1) the information is provided in accordance with the law for purposes of collection of amounts due University; (2) disclosure of the information is required by law; or (3) disclosure is given with the written permission of the Cardholder.

Change to terms and conditions: The University reserves the right to amend the terms of the UNK ID Card and Loper Dollars Account program by posting or displaying such amendments on the UNK ID Card web site (<http://www.unk.edu/loperdollars>) or by other reasonable means of notice, and Cardholder shall be bound by such amendments from the date they become effective.

Cessation of the Loper Dollars Account Program: The University may, for any reason, decide to discontinue the Loper Dollars Account program or transfer its administration to a third party the University deems qualified to manage the program. In such an instance, you will be given a refund of any account balance remaining on the date of discontinuation or be permitted to transfer your balance, if any, to the new administrator. Any funds not claimed or transferred within 12 months of the cessation of the Loper Dollars Account program shall be forfeited to and become the property of the University.

Governing Law: These Terms and Conditions are governed in accordance with the laws of the State of Nebraska.

Exhibit F
Exclusive Rights Agreements

Beverages Rights Licensing Agreement: Pepsi Beverages Company

Term: January 1, 2010 to December 31, 2019

Agreement for Lease and Operation of Antelope Bookstore: Barnes & Noble College
Booksellers, LLC

Term: July 1, 2015 to June 30, 2025

Concessions Agreement: Runza Restaurants

Term: July 1, 2017 to June 30, 2022

Vending Services: First Choice Vending

Term: July 1, 2007 to June 30, 2019

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Personnel Reports

RECOMMENDED ACTION: Report

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

EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the 4th quarter of 2018 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:



Susan M. Fritz
Executive Vice President and Provost

DATE: June 3, 2019

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA AT KEARNEY

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Hart, Douglas	Calvin T. Ryan Library	Coordinator for Access Services and Assistant Professor	Specific	12/1/2018		78,000 FY	1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Dai, Jun	Chemistry	Research Assistant Professor	Special	11/1/2018	10/31/2019	41,000 FY	1.00
Molfese, Dennis	Psychology	Research Professor	Special	11/15/2018	12/5/2018	9,105 FY	0.49
Su, Qing	Mechanical and Materials Engineering	Research Assistant Professor	Special	10/1/2018	9/30/2019	72,000 FY	1.00
Yost, Andrew	Physics and Astronomy	Research Assistant Professor	Special	12/1/2018	11/30/2019	42,000 FY	1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN IANR

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Bartels, Melissa	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	10/15/2018		69,000 FY	1.00
Reil, Molly	College of Agricultural Sciences and Natural Resources	Assistant Professor of Practice	Special	10/15/2018	10/14/2021	62,500 FY	1.00
Vecchio, Alex	Biochemistry	Assistant Professor	Specific Term	11/1/2018		82,000 AY	1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Aron, Rebecca	Anesthesiology	Associate Professor	Health Prof	10/15/2018	6/30/2020	100,000 FY	1.00
Attebery, Jonah	Pediatrics	Assistant Professor	Health Prof	12/1/2018	6/30/2020	45,000 FY	1.00
Barton, David	Internal Medicine	Assistant Professor	Health Prof	11/1/2018	6/30/2020	45,000 FY	1.00
Christiansen, Hannah	Family Medicine	Assistant Professor	Special	10/1/2018		36,000 FY	0.80
Downey, Ryan	Radiology	Assistant Professor	Special	10/1/2018		45,000 FY	1.00
Fisher, Sara	Allied Health Services Administration	Assistant Professor	Special	11/1/2018		92,000 FY	1.00
		Assistant Program Director (Stipend)	Special	11/1/2018		5,000 FY	0.00
Harp, Kimberly	Library of Medicine	Assistant Professor	Special	12/1/2018		60,000 FY	1.00
Harrison, Prince	Pediatrics	Assistant Professor	Health Prof	11/1/2018	6/30/2020	55,000 FY	1.00
Jaber, Randa	Internal Medicine	Assistant Professor	Special	11/1/2018		45,000 FY	1.00
Kemp, Kevin	Surgery	Assistant Professor	Health Prof	10/1/2018	6/30/2020	45,000 FY	1.00
Kim, So-Youn	Obstetrics and Gynecology	Assistant Professor	Health Prof	10/1/2018	6/30/2020	100,000 FY	1.00
Krusen, Nancy	Physical Therapy	Associate Professor	Health Prof	11/1/2018	6/30/2020	108,000 FY	1.00
		Program Director Occupational Therapy (Stipend)	Special	11/1/2018		14,000 FY	0.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Mehla, Kamiya	Eppley Institute	Assistant Professor	Special	10/1/2018		85,000 FY	1.00
Miles, Elizabeth	Internal Medicine	Assistant Professor	Special	10/5/2018		27,000 FY	0.60
Miller, Kerry	Munroe-Meyer Institute	Assistant Professor	Special	10/15/2018		69,500 FY	1.00
Mohr, Ashley	Biochemistry and Molecular Biology	Assistant Professor	Special	10/1/2018		48,000 FY	0.80
		Research Scientist (Stipend)	Special	10/1/2018		27,000 FY	0.00
Moussa, Sara	Pediatrics	Assistant Professor	Special	10/1/2018		22,500 FY	0.50
Richards, Alan	Genetics, Cell Biology and Anatomy	Associate Professor	Special	12/1/2018		32,500 FY	0.25
Ronshaugen, Natalie	Pediatrics	Assistant Professor	Health Prof	10/1/2018	6/30/2019	45,000 FY	1.00
Starlin, Richard	Internal Medicine	Assistant Professor	Health Prof	12/26/2018	6/30/2020	45,000 FY	1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA AT OMAHA

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Maher, Monica	Criss Library	Assistant Professor	Specific	11/1/2018		50,000 FY	1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA ADMINISTRATION

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Polt, Audrey	Office of the Vice President and General	Associate General Counsel	Special	10/29/2018		107,000	FY 1.00

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Anaya, Toni	University Libraries	Associate Professor	Continuous			71,377 FY	1.00
		Associate Professor	Continuous			71,377 FY	1.00
		User Experience Coordinator (Stipend)	Special	11/1/2018	10/31/2020	5,000 FY	0.00
		N/A	N/A			0 FY	0.00
¹ Asgarpoor, Sohrab	College of Engineering	Associate Dean (Includes stipend)	Special	10/1/2018		191,953 FY	1.00
		Associate Dean (Includes stipend)	Special		9/30/2018	183,608 FY	1.00
Balasubramanian, Balamurugan	Nebraska Center for Materials and Nanoscience	Research Assistant Professor	Special	11/15/2018	6/30/2019	60,000 FY	1.00
		Senior Research Associate	Special		11/14/2018	52,680 FY	1.00
Barlow, Steven	Special Education and Communication Disorders	Professor	Continuous			252,460 FY	1.00
		Professor	Continuous			252,460 FY	1.00
	Center for Brain, Biology and Behavior	Associate Director (Stipend)	Special	10/1/2018	9/30/2019	15,000 FY	0.00
		Associate Director (Stipend)	Special		9/30/2018	15,000 FY	0.00

¹ Increase in administrative stipend to bring in line with other Associate Deans

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
2 Jackson, Jimmy	Facilities Management and Planning Building Systems Maintenance	Assistant Vice Chancellor	Special	12/1/2018		195,000 FY	1.00
		Assistant Vice Chancellor	Special		11/30/2018	176,402 FY	1.00
	Methodology and Evaluation Research Core Facility	Associate Director (Stipend)	Special	11/1/2018	8/15/2019	3,600 FY	0.00
		N/A	N/A			0 FY	0.00
Kumar, Alok	Marketing	Associate Professor	Continuous			172,490 FY	1.00
		Associate Professor	Continuous			172,490 FY	1.00
		W.W. Marshall College Professor	Special	9/1/2018	5/12/2023	10,000 FY	0.00
		N/A	N/A			0 FY	0.00

2 Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Linzell, Daniel	College of Engineering	Associate Dean (Includes stipend)	Special	10/1/2018		219,616 FY	1.00
	Civil Engineering-Lincoln	Chairperson (Includes stipend)	Special		9/30/2018	131,721 FY	0.60
	Civil Engineering-Lincoln	N/A	N/A	10/1/2018		0 FY	0.00
	Professor	Continuous			9/30/2018	75,270 FY	0.40
		N/A	N/A	10/1/2018		0 FY	0.00
		Donald R. Voelte Jr. and Nancy A. Keegan Endowed Chair in Engineering	Special		9/30/2018	15,000 FY	0.00
Lipatov, Alexey	Chemistry	Research Assistant Professor	Special	12/19/2018	12/18/2019	48,307 FY	1.00
		Research Assistant Professor	Special		12/18/2018	48,307 FY	1.00
Lorang, Elizabeth	University Libraries	Associate Professor	Continuous			75,704 FY	1.00
		Associate Professor	Continuous			75,704 FY	1.00
		Interim Associate Dean (Stipend)	Special	10/1/2018	9/30/2020	15,000 FY	0.00
		N/A	N/A			0 FY	0.00

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Maxey-Harris, Charlene	University Libraries	Associate Professor	Continuous			78,500 FY	1.00
		Associate Professor	Continuous			31,400 FY	0.40
		Chairperson (Stipend)	Special			6,500 FY	0.00
		Chairperson (Includes stipend)	Special			53,600 FY	0.60
		Interim Associate Dean (Stipend)	Special	10/1/2018	9/30/2020	15,000 FY	0.00
		N/A	N/A			0 FY	0.00
Spiegel, Amy	Social and Behavioral Sciences Research Consortium	Research Associate Professor	Special	10/1/2018	6/30/2019	40,379 FY	0.50
		Research Associate Professor	Special		9/30/2018	52,493 FY	0.65
^{3,4} Straub, William	Athletics	Head Coach-Women's Bowling	Special	9/1/2018		88,554 FY	1.00
		Head Coach-Women's Bowling	Special		8/31/2018	82,286 FY	1.00

³ Performance adjustment

⁴ Delay in reporting by department

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
⁵ Wang, Lily	College of Engineering	Associate Dean (Includes stipend)	Special	10/1/2018		174,535 FY	1.00
		Associate Dean (Includes stipend)	Special		9/30/2018	88,503 FY	0.60
	Durham School of Architectural Engineering and Construction	Professor	Continuous	10/1/2018		0 FY	0.00
		Professor	Continuous		9/30/2018	73,739 FY	0.40
⁶ Whitbeck, Leslie	Sociology	Research Professor	Special	12/1/2018	2/28/2019	15,719 FY	0.10
		Research Professor	Special		11/30/2018	29,900 FY	0.10
⁷ Witte, Amanda	Nebraska Center for Research on Youth, Family and Schools	Research Assistant Professor	Special	10/15/2018	6/30/2019	75,000 FY	1.00
		Research Assistant Professor	Special		10/14/2018	69,020 FY	1.00
⁸ Wonch Hill, Patricia	Social and Behavioral Sciences Research Consortium	Research Assistant Professor (Includes stipend)	Special	12/1/2018	6/30/2019	74,391 FY	1.00
		Research Assistant Professor (Includes stipend)	Special		11/30/2018	70,791 FY	1.00

⁵ Appointment moved to Dean's office; increase in salary to make it comparable to other Associate Deans

⁶ Grant support was decreased

⁷ New letter of offer

⁸ Increase in stipend

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Andrade, Jose	Agronomy and Horticulture	Research Assistant Professor	Special	11/1/2018	10/31/2019	55,000 FY	1.00
		Post Doc Research Associate	Other		10/31/2018	48,950 FY	1.00
Dobesh, Ann	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	12/1/2018		62,900 FY	1.00
		Managerial/Professional	Other		11/30/2018	30,300 FY	0.75
Koehler-Cole, Katja	Agronomy and Horticulture	Research Assistant Professor	Special	12/1/2018	11/30/2019	60,000 FY	1.00
		Post Doc Research Associate	Other		11/30/2018	43,365 FY	1.00
Kreuser, Katherine	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	10/1/2018		57,400 FY	1.00
		Managerial/Professional	Other		9/30/2018	38,155 FY	1.00
⁹ Luck, Lena	Animal Science	Assistant Professor	Specific Term	12/1/2018		91,500 FY	1.00
		Assistant Professor	Specific Term		11/30/2018	88,480 FY	1.00
Meadro, Cole	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	12/1/2018		55,000 FY	1.00
		Managerial/Professional	Other		11/30/2018	41,449 FY	1.00

⁹ Equity Adjustment

Reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Angle, Bryan	Ophthalmology and Visual Sciences	Assistant Professor	Special	10/1/2018		15,034 FY	0.33
		Assistant Professor	Health Prof		9/30/2018	45,100 FY	1.00
Campbell, Walter	Pathology and Microbiology	Associate Professor	Continuous			132,035 FY	1.00
		Associate Professor	Continuous			132,035 FY	1.00
		Director of Public Health and Pathology (Stipend)	Special			10,000 FY	0.00
		Director of Public Health and Pathology (Stipend)	Special			10,000 FY	0.00
		Senior Director for Research Information and Technology (Stipend)	Special	10/1/2018		14,200 FY	0.00
		N/A	N/A			0 FY	0.00
Cohen, Samuel	Pathology and Microbiology	Professor	Continuous			186,925 FY	0.91
		Professor	Continuous			186,925 FY	0.91
		Havlik-Wall Professor of Oncology	Special	10/1/2018	9/30/2023	19,364 FY	0.09
		Havlik-Wall Professor of Oncology	Special		9/30/2018	19,364 FY	0.09

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
¹⁰ Dhawan, Punita	Biochemistry and Molecular Biology	Associate Professor	Health Prof	10/1/2018		52,518 FY	0.49
		Associate Professor	Health Prof		9/30/2018	94,330 FY	0.88
¹⁰ Fisher, Alfred	Internal Medicine	Associate Professor	Health Prof	12/1/2018		57,143 FY	1.00
		Associate Professor	Health Prof		11/30/2018	50,000 FY	0.88
		Neumann M. and Mildred E. Harris Professor of Geriatrics (Stipend)	Special			28,000 FY	0.00
		Neumann M. and Mildred E. Harris Professor of Geriatrics (Stipend)	Special			28,000 FY	0.00
Fleck, Margaret Ofc	College of Nursing-Omaha Division	Assistant Professor	Special			77,247 FY	1.00
		Assistant Professor	Special			77,247 FY	1.00
		Faculty Affairs Liaison (Stipend)	Special	10/15/2018		1,500 FY	0.00
		N/A	N/A			0 FY	0.00

¹⁰ Remaining salary defrayed by VA Nebraska-Western Iowa Healthcare System

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Goeller, Jessica	Anesthesiology	Assistant Professor	Health Prof			40,400 FY	1.00
		Assistant Professor	Health Prof			40,400 FY	1.00
		Research Scientist (Stipend)	Special	11/1/2018		47,884 FY	0.00
		N/A	N/A			0 FY	0.00
Holmes, LeAnn	College of Nursing-Lincoln Division	Clinical Assistant Professor	Special			106,838 FY	1.00
		Clinical Assistant Professor	Special			106,838 FY	1.00
	College of Nursing-Omaha Division	Director, Morehead Center for Nursing Practice (Stipend)	Special	10/1/2018		3,000 FY	0.00
		N/A	N/A			0 FY	0.00
Johnson, Daniel	Anesthesiology	Associate Professor	Health Prof	10/1/2018	6/30/2020	101,000 FY	1.00
		Associate Professor	Special		9/30/2018	101,000 FY	1.00

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Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
¹¹ Keeler, Heidi	College of Nursing-Omaha Division	Assistant Professor	Health Prof			70,600 FY	0.70	
		Assistant Professor	Health Prof			70,600 FY	0.70	
	College of Nursing-Continuing	Director (Stipend)	Special			3,000 FY	0.00	
		Director (Stipend)	Special			3,000 FY	0.00	
	Academic Affairs	Director, Office of Community Engagement (Includes stipend)	Special	8/1/2018			34,610 FY	0.30
		Interim Director, Office of Community Engagement (Includes stipend)	Special		7/31/2018		34,610 FY	0.30
Kharbanda, Kusum	Internal Medicine	Professor	Special	11/1/2018		53,379 FY	0.50	
		Professor	Special		10/31/2018	80,069 FY	0.75	
¹² Mikuls, Ted	Internal Medicine	Professor	Continuous			72,413 FY	0.60	
		Professor	Continuous			72,413 FY	0.60	
	Umbach Professor of Rheumatology	Special	12/1/2018	11/30/2023	0 FY	0.00		
	Umbach Professor of Rheumatology	Special		11/30/2018	0 FY	0.00		

¹¹ Delay in reporting due to entries not made in SAP until after reporting deadline

¹² Remaining salary defrayed by VA Nebraska-Western Iowa Healthcare System

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Nicholas, Thomas	Anesthesiology	Associate Professor	Health Prof	10/1/2018	6/30/2020	101,000 FY	1.00
		Associate Professor	Special		9/30/2018	101,000 FY	1.00
Patel, Kaushik	Cellular and Integrative Physiology	Professor	Continuous			185,849 FY	1.00
		Professor	Continuous			185,849 FY	1.00
		A. Ross McIntyre Professor of Physiology	Special	10/1/2018	9/30/2023	5,000 FY	0.00
		A. Ross McIntyre Professor of Physiology	Special		9/30/2018	5,000 FY	0.00
Rennard, Stephen	Internal Medicine	Professor	Special			42,035 FY	0.22
		Professor	Special			42,035 FY	0.22
		Margaret A. Larson Professor of Respiratory Diseases	Special	10/1/2018	9/30/2023	0 FY	0.00
		Margaret A. Larson Professor of Respiratory Diseases	Special		9/30/2018	0 FY	0.00

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
13 Shope, Ronald	Health Promotion, Social, and Behavioral Health	Professor	Special			23,318 FY	0.25
		Professor	Special			23,318 FY	0.25
	Interprofessional Academy of Educators	Education Researcher	Special	11/1/2018		23,322 FY	0.25
		Education Researcher (Includes stipend)	Special		10/31/2018	73,961 FY	0.75
Sisson, Joseph	Internal Medicine	Professor	Continuous			112,038 FY	0.90
		Professor	Continuous			112,038 FY	0.90
	Margaret R. Larson Chair of Pulmonary Medicine	Special	Special	10/1/2018	9/30/2023	12,378 FY	0.10
		Special	Special		9/30/2018	12,378 FY	0.10

13 \$4,000 stipend for Education Researcher ended

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Talmon, Geoffrey	Pathology and Microbiology	Professor	Health Prof			96,257 FY	1.00
		Professor	Health Prof			96,257 FY	1.00
		Linder Pathology Residency Director Distinguished Chair	Special	11/1/2018	10/31/2023	0 FY	0.00
		Linder Pathology Residency Director Distinguished Chair	Special		10/31/2018	0 FY	0.00
	Academic Affairs	N/A	N/A	12/1/2018		0 FY	0.00
		Director, Interprofessional Academy of Educators (Stipend)	Special		11/30/2018	10,000 FY	0.00
	College of Medicine	Assistant Dean, Medical Education	Special			0 FY	0.00
		Assistant Dean, Medical Education	Special			0 FY	0.00
Xie, Jingwei	Surgery	Associate Professor	Continuous			80,000 FY	1.00
		Associate Professor	Continuous			80,000 FY	1.00
	Research Scientist (Stipend)	Special	10/1/2018		68,000 FY	0.00	
	N/A	N/A			0 FY	0.00	

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Beldin, Kerry	Grace Abbott School of Social Work	Associate Professor	Continuous			66,848 AY	1.00
		Associate Professor	Continuous			66,848 AY	1.00
		N/A		10/01/18		N/A AY	0.00
		Coordinator, Master of Social Work Degree Programs	Special		9/30/2018	3,500 AY	0.00
Berke, Melissa	College of Communication, Fine Arts and Media	Associate Dean (Includes stipend)	Special	11/1/2018		129,233 FY	1.00
		Assistant Dean (Includes stipend)	Special		10/31/2018	115,914 FY	1.00

Shaded reflects new or ongoing appointment
Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2018 - 12/31/2018
UNIVERSITY OF NEBRASKA ADMINISTRATION

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Kirchner, Carol	Office of the Vice President for Business and Finance	Associate Vice President and Director of Budget and Financial Administration	Special	11/19/2018		200,000	FY 1.00
	Office of the Vice Chancellor for Business and Finance, University of Nebraska at Omaha	Associate Vice Chancellor	Special		11/16/2018	167,938	FY 1.00
Schlichting, Brian	Office of the Vice President for Business and Finance	Assistant Vice President for Business and Finance and Director of Benefits	Special	10/1/2018		150,000	FY 1.00
		Assistant Director of Benefits	Special		9/30/2018	101,681	FY 1.00

Reflects new or ongoing appointment

Un-shaded reflects old appointment

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Personnel Reports

RECOMMENDED ACTION: Report

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

EXPLANATION: A series of reports of campus personnel actions approved by each Chancellor during the 1st quarter of 2019 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED:



Susan M. Fritz
Executive Vice President and Provost

DATE: June 3, 2019

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Bao, Wei	Electrical and Computer Engineering	Assistant Professor	Specific Term	3/1/2019		90,000 AY	1.00
Habecker, Patrick	Bureau of Sociological Research	Research Assistant Professor	Special	2/15/2019	2/14/2022	75,000 FY	1.00
Li, Dawei	Physics and Astronomy	Research Assistant Professor	Special	1/20/2019	1/19/2020	46,800 FY	1.00
¹ Malek, Kristin	Nutrition and Health Sciences	Assistant Professor	Specific Term	12/31/2018		96,000 AY	1.00
Rennerfeldt, Heather	Athletics	Head Coach, Women's Gymnastics	Special	2/1/2019		145,000 FY	1.00
¹ Richter, Kaci	College of Journalism and Mass Communications	Assistant Professor of Practice	Special	12/31/2018	5/14/2021	65,000 AY	1.00
¹ Sheppard, Jennifer	College of Journalism and Mass Communications	Assistant Professor of Practice	Special	12/31/2018	5/14/2021	65,000 AY	1.00

¹ Begin date congruent with letter of offer

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Brown-Brandl, Tami	Biological Systems Engineering	Professor	Continuous	1/1/2019		150,000 AY	1.00
		William E. Splinter and Eleanor I. Splinter Professorship	Special	1/1/2019	12/31/2023	20,000 AY	0.00
Centner, Terence	Agricultural Economics	Professor of Practice	Special	1/1/2019		70,000 FY	0.50
Haynes, DaVonti'	4-H and Youth Development	Assistant Extension Educator	Special	1/22/2019		57,000 FY	1.00
Lynch-O'Brien, Louise	Entomology	Assistant Professor	Specific Term	1/1/2019		84,000 FY	1.00
Martinez Tellez, Bismarck	Food Processing Center	Assistant Professor, Scholarly Service	Special	1/1/2019	12/31/2021	77,250 FY	1.00
Ruberson, John	Entomology	Department Head (Includes stipend)	Special	1/1/2019		180,000 FY	1.00
Smart, Matthew	Entomology	Research Assistant Professor	Special	1/1/2019	12/31/2022	83,000 FY	1.00
Spieker, Brittany	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	2/1/2019		55,500 FY	1.00
Yin, Yanbin	Food Science and Technology	Associate Professor	Continuous	1/1/2019		105,000 AY	1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Abrahams, Jennifer	Dermatology	Assistant Professor	Health Prof	1/1/2019	6/30/2020	45,000	FY 1.00
Abresch, Chad	Pediatrics	Assistant Professor	Special	2/1/2019		125,000	FY 1.00
Aksamit, Mark	Physician Assistant Education	Assistant Professor	Special	3/1/2019		10,000	FY 0.10
Bennett, Gregory	Adult Restorative Dentistry	Assistant Professor	Health Prof	2/1/2019	6/30/2022	110,000	FY 1.00
Blasé, Terri	Munroe-Meyer Institute	Assistant Professor	Special	2/1/2019		88,111	FY 1.00
Byers, Mandy	Internal Medicine	Assistant Professor	Health Prof	3/1/2019	6/30/2020	45,000	FY 1.00
Casper, Andrew	Pediatrics	Assistant Professor	Special	1/1/2019		45,000	FY 1.00
Castleberry, Anthony	Surgery	Assistant Professor	Health Prof	1/1/2019	6/30/2020	45,000	FY 1.00
Conover, Elizabeth	Munroe-Meyer Institute	Assistant Professor	Health Prof	2/1/2019	6/30/2020	103,217	FY 1.00
Cratsenberg, Drew	Munroe-Meyer Institute	Assistant Professor	Special	2/1/2019		73,957	FY 1.00
Drummond, Danielle	Library of Medicine	Assistant Professor	Special	3/1/2019		50,000	FY 1.00
Fields, Julie	Pathology and Microbiology	Associate Professor	Special	1/1/2019		56,000	FY 1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Halanski, Matthew	Orthopaedic Surgery	Associate Professor	Health Prof	2/18/2019	6/30/2020	45,000	FY 1.00
Haskett, Steven	Pediatrics	Assistant Professor	Special	1/1/2019		45,000	FY 1.00
Hemsath, DiAnna	Library of Medicine	Assistant Professor	Special	1/1/2019		62,000	FY 1.00
Kendall, K. Meghan	Pediatrics	Assistant Professor	Health Prof	1/14/2019	6/30/2020	45,000	FY 1.00
Kratochvil-Stava, Angela	Pediatrics	Assistant Professor	Special	1/1/2019		45,000	FY 1.00
Krueger, Ronald	Ophthalmology and Visual Sciences	Professor	Special	2/1/2019		40,000	FY 0.50
		Chairperson (Stipend)	Special	2/1/2019		70,000	FY 0.00
Li, Tieshi	Pediatrics	Assistant Professor	Health Prof	2/18/2019	6/30/2020	60,000	FY 1.00
		Research Scientist (Stipend)	Special	2/18/2019		40,000	FY 0.00
Lindsey, Merry	Cellular and Integrative Physiology	Professor	Continuous	2/1/2019		80,000	FY 1.00
		Chairperson (Stipend)	Special	2/1/2019		60,000	FY 0.00
		Research Scientist (Stipend)	Special	2/1/2019		160,000	FY 0.00
		Director, Cardiovascular Research (Stipend)	Special	2/1/2019		100,000	FY 0.00
		Stokes-Shackleford Professor of Cellular and Integrative Physiology	Special	2/1/2019		0	FY 0.00
Oliveira-Haas, Luana	Adult Restorative Dentistry	Associate Professor	Health Prof	2/1/2019	6/30/2022	118,000	FY 1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Olsen, Keith	College of Pharmacy	Dean	Special	1/7/2019	1/6/2022	300,000	FY 1.00
	Pharmacy Practice and Science	Professor	Continuous	1/7/2019		0	FY 0.00
Psota, DeAnn	Pediatrics	Assistant Professor	Special	1/1/2019		45,000	FY 1.00
Ray, Rachel	Munroe-Meyer Institute	Assistant Professor	Special	1/1/2019		65,230	FY 1.00
Reiser, Gwendolyn	Munroe-Meyer Institute	Assistant Professor	Special	2/1/2019		92,373	FY 1.00
Spagnoli, Anna	Pediatrics	Professor	Continuous	2/1/2019		72,000	FY 0.90
		Chairperson (Stipend)	Special	2/1/2019		100,000	FY 0.00
	Child Health Research Institute	Carol Remmers Angle, M.D. Presidential Chair in Pediatrics	Special	2/1/2019	1/31/2024	8,000	FY 0.10
		Executive Director (Stipend)	Special	2/1/2019		100,000	FY 0.00
Swanson, Sarah	Munroe-Meyer Institute	Assistant Professor	Special	1/1/2019		69,200	FY 1.00
Welsh, Melonie	Munroe-Meyer Institute	Associate Professor	Special	3/1/2019		108,792	FY 1.00
		Director, Community Engagement (Stipend)	Special	3/1/2019	6/30/2022	16,000	FY 0.00
Zhao, Siwei	Surgery	Assistant Professor	Health Prof	3/1/2019	6/30/2020	60,000	FY 1.00
		Research Scientist (Stipend)	Special	3/1/2019		28,000	FY 0.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA AT OMAHA

NEW APPOINTMENT

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Mwarumba, Njoki	Emergency Management and Disaster Science	Assistant Professor	Specific	1/2/2019		61,000 AY	1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN NCTA

NEW APPOINTMENT

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Fraser, Elizabeth	Nebraska College Technical Agriculture	Assistant Professor	Special	1/2/2019		62,000 AY	1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN NCTA

NEW APPOINTMENT

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Jeyaram, Preetham	Vice President for Business and Finance	Chief Compliance Officer	Special	2/18/2019		120,000 FY	1.00

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
Bender, John	Journalism and Mass Communications	Professor	Continuous			99,368 AY	1.00	
		Professor	Continuous			99,368 AY	1.00	
		William H. Kearns Distinguished Chair of Journalism	Special	1/1/2019	5/31/2022	10,000 AY	0.00	
		N/A	N/A			0 AY	0.00	
² Capuano, Peter	English	Associate Professor	Continuous	12/31/2018		85,000 AY	1.00	
		Associate Professor	Continuous		12/30/2018	80,000 AY	1.00	
Davis, Joshua	Office of the Executive Vice Chancellor	Interim Associate Vice Chancellor	Special	1/2/2019		175,703 FY	1.00	
	Global Engagement	Assistant Vice Chancellor	Special		1/1/2019	139,703 FY	1.00	
² Dombrowski, Kirk	Sociology	Professor	Continuous	12/31/2018		79,900 AY	0.50	
		Professor	Continuous		12/30/2018	74,900 AY	0.50	
	College of Arts and Sciences	Associate Dean (Includes stipend)	Special	12/31/2018		87,890 AY	0.50	
		N/A	N/A			0 AY	0.00	
			Bruhn/Othmer Professorship				10,000 AY	0.00
			Bruhn/Othmer Professorship	Special			10,000 AY	0.00

² Retention offer

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
³ Grouverman, Alexei	Physics and Astronomy	Professor	Continuous	12/31/2018		147,500	AY	1.00
		Professor	Continuous		12/30/2018	110,367	AY	1.00
		Bessey Professorship	Special			5,000	AY	0.00
		Bessey Professorship	Special			5,000	AY	0.00
Hardy, Steven	Architecture	Associate Professor	Continuous			90,146	AY	1.00
		Associate Professor	Continuous			90,146	AY	1.00
		N/A	N/A	1/1/2019		0	AY	0.00
		College Professorship	Special		12/31/2018	10,007	AY	0.00
Hind, Wendy	School of Accountancy	Professor of Practice	Special	1/1/2019	5/15/2020	40,000	AY	0.50
	University Affairs	Vice President	Special		12/31/2018	247,253	FY	1.00
Horst, Cheryl	NUtech Ventures	Associate Director	Special	1/1/2019		128,000	FY	1.00
		Assistant Director	Special		12/31/2018	114,278	FY	1.00

³ Retention offer

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PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Jewell, Andrew	University Libraries	Professor	Continuous			79,852 FY	1.00
		Professor	Continuous			79,852 FY	1.00
		Interim Coordinator, Archives and Special Collections (Stipend)	Special	2/1/2019	1/31/2021	8,000 FY	0.00
		N/A	N/A			0 FY	0.00
⁴ Koziol, Natalie	Nebraska Center for Research on Youth, Families and Schools	Research Assistant Professor	Special	1/1/2019	6/30/2021	73,852 FY	1.00
		Research Assistant Professor	Special		12/31/2018	69,020 FY	1.00
Leeper Miller, Jennifer	Child, Youth and Family Studies	Director, Ruth Staples Child Development Lab	Special	1/1/2019		73,000 FY	1.00
		Director, Ruth Staples Child Development Lab (Stipend)	Special		12/31/2018	10,000 FY	0.00
		Lecturer	Special	1/1/2019		0 FY	0.00
⁵ Moos, William	Athletics	Athletic Director	Special	1/1/2019		1,050,000 FY	1.00
		Athletic Director	Special		12/31/2018	1,000,000 FY	1.00

⁴ New offer letter to extend appointment

⁵ Salary increase per contract

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
6 Neta, Maital	Psychology	Assistant Professor	Specific Term	12/31/2018		84,626	AY	1.00
		Assistant Professor	Specific Term		12/30/2018	79,626	AY	1.00
Quinlan, Mary Kay	Journalism and Mass Communications	Associate Dean	Special			104,345	FY	1.00
		Associate Dean	Special			104,345	FY	1.00
		William H. Kearns Distinguished Chair of Journalism	Special	1/1/2019	5/31/2022	15,000	AY	0.00
		N/A	N/A			0	AY	0.00
Saini, Amit	Marketing	Associate Professor	Continuous			169,354	AY	1.00
		Associate Professor	Continuous			169,354	AY	1.00
		W. W. Marshall College Professorship	Special	1/1/2019	12/31/2023	10,000	AY	0.00
		W. W. Marshall College Professorship	Special		12/31/2018	10,000	AY	0.00
6 Savaiano, Mackenzie	Special Education and Communication Disorders	Assistant Professor of Practice	Special	12/31/2018		100,000	AY	0.50
		Assistant Professor of Practice	Special		12/30/2018	81,921	AY	0.65
7 Schmidt, Jennifer	Midwest Roadside Safety Facility	Research Assistant Professor	Special	2/9/2019	2/8/2022	94,717	FY	1.00
		Research Assistant Professor	Special		2/8/2019	90,207	FY	1.00

6 Retention offer

7 New offer letter to extend appointment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Shenefelt, Lloyd	Architecture	Assistant Professor	Specific Term			66,000	AY	1.00
		Assistant Professor	Specific Term			66,000	AY	1.00
		Bachman Professorship	Special	3/1/2019	6/30/2019	10,000	FY	0.00
		N/A	N/A			0	FY	0.00
⁸ Stolle, Cody	Midwest Roadside Safety Facility	Research Assistant Professor	Special	2/9/2019	2/8/2022	94,718	FY	1.00
		Research Assistant Professor	Special		2/8/2019	90,207	FY	1.00
Velazquez, Maria	Modern Languages and Literatures	Associate Professor	Continuous			67,114	AY	1.00
		Associate Professor	Continuous			67,114	AY	1.00
		Harold Spencer Professorship	Special	3/1/2019	12/31/2023	5,000	AY	0.00
		N/A	N/A			0	AY	0.00
⁸ Wheeler, Lorey	Nebraska Center for Research on Youth, Families and Schools	Research Assistant Professor	Special	1/1/2019	6/30/2021	79,367	FY	1.00
		Research Assistant Professor	Special		12/31/2018	77,055	FY	1.00

⁸ New offer letter to extend appointment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
⁹ Abts, Angela	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		68,165 FY	1.00
		Associate Extension Educator	Special		12/31/2018	67,448 FY	1.00
⁹ Anderson, Tracy	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		62,886 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	61,315 FY	1.00
¹⁰ Aufdenkamp, Brenda	West Central Research and Extension Center	Extension Educator	Special	1/1/2019		75,400 FY	1.00
		Extension Educator	Special		12/31/2018	71,800 FY	1.00
⁹ Bearnese, Kim	Eastern Nebraska Research and Extension Center	Extension Educator	Special	1/1/2019		70,814 FY	1.00
		Extension Educator	Special		12/31/2018	70,125 FY	1.00
⁹ Black, Karly	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		56,632 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	56,076 FY	1.00
Brewer, Gary	Entomology	N/A	N/A	1/1/2019		0 FY	0.00
		Department Head (Includes stipend)	Special		12/31/2018	124,821 FY	0.60
		Professor	Continuous	1/1/2019		175,528 FY	1.00
		Professor	Continuous		12/31/2018	70,210 FY	0.40

⁹ Equity Adjustment

¹⁰ Change of duties

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019- 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Brodersen, Bruce	School of Veterinary Medicine and Biomedical Sciences	Director	Special	2/1/2019		162,500 FY	1.00
		Associate Professor	Continuous		1/31/2019	124,557 FY	1.00
¹¹ Burda, Megan	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		59,230 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	55,686 FY	1.00
¹¹ Burr, Kathy	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		58,149 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	53,065 FY	1.00
¹¹ Crandall, Julie	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		58,422 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	53,424 FY	1.00
¹¹ Dannehl, Linda	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2019		60,810 FY	1.00
		Associate Extension Educator	Special		12/31/2018	57,192 FY	1.00
Dunker, Tara	Eastern Nebraska Research and Extension Center 4-H and Youth Development	Assistant Extension Educator	Special	2/1/2019		57,500 FY	1.00
		Managerial/Professional	Other		1/31/2019	45,140 FY	1.00

¹¹ Equity Adjustment

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PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Elmore, Roger	Agronomy and Horticulture	Professor	Continuous			150,154 FY	1.00
		Professor	Continuous			150,154 FY	1.00
		Heuermann Professorship	Special	1/12/2019	1/12/2024	15,000 FY	0.00
		Heuermann Professorship	Special		1/11/2019	15,000 FY	0.00
¹² Elsen, Kerry	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		59,535 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	56,573 FY	1.00
¹² Epp, Jennifer	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		60,055 FY	1.00
		Associate Extension Educator	Special		12/31/2018	59,954 FY	1.00
¹² Eskelson, Michael	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		57,523 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	53,165 FY	1.00
Ferguson, Richard	Agronomy and Horticulture	N/A	N/A	1/1/2019		0 FY	0.00
		Interim Department Head (Includes stipend)	Special		12/31/2018	127,743 FY	0.60
		Professor	Continuous	1/1/2019		157,000 FY	1.00
		Professor	Continuous		12/31/2018	60,494 FY	0.60

¹² Equity Adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA-LINCOLN IANR

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Giannakas, Konstantinos	Agricultural Economics	Professor	Continuous			136,086 FY	1.00
		Professor	Continuous			136,086 FY	1.00
		Eberhard Professorship	Special	1/1/2019	12/31/2023	15,000 FY	0.00
		Eberhard Professorship	Special		12/31/2018	15,000 FY	0.00
¹³ Goedeken, Jill	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		36,139 FY	0.60
		Associate Extension Educator	Special		12/31/2018	36,087 FY	0.60
		Assistant Coordinator	Special	1/1/2019	6/30/2020	26,502 FY	0.40
		Assistant Coordinator	Special		12/31/2018	26,464 FY	0.40
¹³ Hansen, Jennifer	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		63,055 FY	1.00
		Associate Extension Educator	Special		12/31/2018	61,002 FY	1.00
Hernandez Jarquin, Juan Diego	Agronomy and Horticulture	Research Assistant Professor	Special	1/3/2019	1/2/2020	80,000 FY	1.00
		Research Assistant Professor	Special		1/2/2019	80,000 FY	1.00
¹³ Herrick, Rhonda	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2019		63,734 FY	1.00
		Associate Extension Educator	Special		12/31/2018	61,039 FY	1.00

¹³ Equity Adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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14 Janning, Elizabeth	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2019		62,206 FY	1.00
		Associate Extension Educator	Special		12/31/2018	59,255 FY	1.00
14 Jennings, Euwanda	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		56,009 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	55,342 FY	1.00
14 Kennedy, Kaytlyn	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		58,792 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	55,208 FY	1.00
15 Kreifels, Brent	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		62,500 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	51,542 FY	1.00
14 Kreikemeier, Julia	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		58,331 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	53,320 FY	1.00
14 Kuenning, Deborah	West Central Research and Extension Center	Associate Extension Educator	Special	1/1/2019		48,435 FY	0.80
		Associate Extension Educator	Special		12/31/2018	47,929 FY	0.80

14 Equity Adjustment

15 Change of duties

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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16 Lingard, Jill	4-H and Youth Development	Extension Professor	Special	3/1/2019		91,550 FY	1.00
		Extension Professor	Special		2/28/2019	77,718 FY	1.00
Mamo, Martha	Agronomy and Horticulture	Department Head (Includes stipend)	Special	1/1/2019	12/31/2021	190,004 FY	1.00
		Professor	Continuous		12/31/2018	120,023 FY	1.00
		N/A	N/A	1/1/2019		0 FY	0.00
		John E. Weaver Professorship	Special		12/31/2018	5,000 FY	0.00
McMechan, Anthony	Eastern Nebraska Research and Extension Center	Assistant Professor	Specific Term	1/1/2019		82,690 FY	1.00
		Extension Assistant Professor	Special		12/31/2018	82,690 FY	1.00
16 Merrick, Elena	West Central Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		55,614 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	50,875 FY	1.00
16 Milius, Jacie	Eastern Nebraska Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		59,330 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	55,000 FY	1.00

16 Equity Adjustment

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Un-shaded reflects old appointment

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17 Paisley, Sarah	Panhandle Research and Extension Center	Assistant Extension Educator	Special	1/1/2019		58,619 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	55,120 FY	1.00
17 Pesek, Darci	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		63,556 FY	1.00
		Associate Extension Educator	Special		12/31/2018	61,389 FY	1.00
17 Pleskac, Katelyn	4-H and Youth Development	Associate Extension Educator	Special	1/1/2019		62,867 FY	1.00
		Associate Extension Educator	Special		12/31/2018	60,637 FY	1.00
17 Steffen, Jackie	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		63,474 FY	1.00
		Associate Extension Educator	Special		12/31/2018	61,670 FY	1.00
Stiles, Crystal	School of Natural Resources	Assistant Geoscientist	Special	2/1/2019	1/31/2020	61,244 FY	1.00
		Assistant Geoscientist	Special		1/31/2019	61,244 FY	1.00

17 Equity Adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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18 Stuhr, Tammy	Eastern Nebraska Research and Extension Center	Associate Extension Educator	Special	1/1/2019		62,933 FY	1.00
		Associate Extension Educator	Special		12/31/2018	59,744 FY	1.00
Ulferts, David	Cooperative Extension Division Eastern Nebraska Research and Extension Center	Director	Special	1/1/2019		132,253 FY	1.00
		Interim Associate Director (Includes stipend)	Special		12/31/2018	145,478 FY	1.00
18 Valentine, Dagen	4-H and Youth Development	Assistant Extension Educator	Special	1/1/2019		57,058 FY	1.00
		Assistant Extension Educator	Special		12/31/2018	51,884 FY	1.00

18 Equity Adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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19 Alnouti, Yazen	Pharmaceutical Sciences	Associate Professor	Continuous	2/1/2019		129,148 FY	1.00
		Associate Professor	Continuous		1/31/2019	121,867 FY	1.00
Ameku, Yoshiharu	Adult Restorative Dentistry	Clinical Assistant Professor	Special	1/1/2019		97,339 FY	0.70
		Clinical Assistant Professor	Special		12/31/2018	83,434 FY	0.60
20 Becker, Betsy	Physical Therapy Education	Assistant Professor	Health Prof	1/1/2019		104,000 FY	1.00
		Assistant Professor	Health Prof		12/31/2018	92,220 FY	1.00
		Director	Special	1/1/2019		25,000 FY	0.00
		Associate Director	Special		12/31/2018	5,000 FY	0.00
Boerner, Brian	Internal Medicine	Assistant Professor	Health Prof			40,500 FY	1.00
		Assistant Professor	Health Prof			40,500 FY	1.00
	Academic Affairs	Director, Interprofessional Academy of Educators	Special	1/1/2019		10,000 FY	0.00
		N/A	N/A			0 FY	0.00

19 Market adjustment

20 Equity adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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Bridge, Julia	Pathology and Microbiology	Professor	Special	3/1/2019		11,789 FY	0.10	
		Professor	Continuous		2/28/2019	106,104 FY	0.90	
		N/A	N/A	3/1/2019		0 FY	0.00	
		Amelia and Austin L. Vickery Chair in Pathology and Microbiology	Special		2/28/2019	25,000 FY	0.00	
	Pediatrics	N/A	N/A	3/1/2019		0 FY	0.00	
		Professor	Special		2/28/2019	11,789 FY	0.10	
	²¹ Bronich, Tatiana	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		172,780 FY	1.00
			Professor	Continuous		1/31/2019	164,355 FY	1.00
Parke Davis Professor (Stipend)			Special			10,000 FY	0.00	
Parke Davis Professor (Stipend)			Special			10,000 FY	0.00	
Center for Drug Delivery		Associate Director	Special			0 FY	0.00	
		Associate Director	Special			0 FY	0.00	
Burt, Jennifer		Munroe-Meyer Institute	Assistant Professor	Special			88,843 FY	1.00
			Assistant Professor	Special			88,843 FY	1.00
	Fellowship Coordinator (Stipend)	Special	1/1/2019		2,500 FY	0.00		
	N/A	N/A			0 FY	0.00		

²¹ Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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22 Casey, Carol	Internal Medicine	Professor	Health Prof	1/1/2019		73,410 FY	0.50
		Professor	Health Prof		12/31/2018	61,664 FY	0.42
Chaperon, Claudia	College of Nursing-Omaha Division	Associate Professor	Health Prof			98,253 FY	1.00
		Associate Professor	Health Prof			98,253 FY	1.00
		N/A	N/A	1/1/2019		0 FY	0.00
		Coordinator (Stipend)	Special		12/31/2018	1,500 FY	0.00
23 Cochran, Gary	Pharmacy Practice and Science	Associate Professor	Health Prof	2/1/2019		128,500 FY	1.00
		Associate Professor	Health Prof		1/31/2019	121,866 FY	1.00
23 Collier, Dean	Pharmacy Practice and Science	Clinical Associate Professor	Special	2/1/2019		125,500 FY	1.00
		Clinical Associate Professor	Special		1/31/2019	121,268 FY	1.00
23 Conda Sheridan, Martin	Pharmaceutical Sciences	Assistant Professor	Health Prof	2/1/2019		117,389 FY	1.00
		Assistant Professor	Health Prof		1/31/2019	111,384 FY	1.00

22 Remaining salary defrayed by VA Nebraska-Western Iowa Healthcare System

23 Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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24 Cook, Kristen	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		120,000 FY	1.00
		Clinical Assistant Professor	Special		1/31/2019	113,924 FY	1.00
		Pharmacotherapy Laboratory Coordinator (Stipend)	Special			5,000 FY	0.00
		Pharmacotherapy Laboratory Coordinator (Stipend)	Special			5,000 FY	0.00
24 Dering-Anderson, Allison	Pharmacy Practice and Science	Clinical Associate Professor	Special	2/1/2019		128,000 FY	1.00
		Clinical Associate Professor	Special		1/31/2019	123,256 FY	1.00
25 Desouza, Cyrus	Internal Medicine	Professor	Continuous			76,295 FY	0.65
		Professor	Continuous			76,295 FY	0.65
		Ervin and Dorothy Schulz Medical Professor for Diabetes Research	Special	2/1/2019	1/31/2022	0 FY	0.00
		Ervin and Dorothy Schulz Medical Professor for Diabetes Research	Special		1/31/2019	0 FY	0.00
24 Dobesh, Paul	Pharmacy Practice and Science	Professor	Health Prof	2/1/2019		169,358 FY	1.00
		Professor	Health Prof		1/31/2019	153,978 FY	1.00

24 Market adjustment

25 Remaining salary defrayed by VA Nebraska-Western Iowa Healthcare System

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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²⁶ Downes, Jessica	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		118,000 FY	1.00
		Clinical Assistant Professor	Special		1/31/2019	113,924 FY	1.00
Fletcher, Courtney	Pharmacy Practice and Science College of Pharmacy	Professor	Continuous	1/7/2019		296,602 FY	1.00
		Dean (Includes stipend)	Special		1/6/2019	306,602 FY	1.00
Ford, Amy	College of Nursing-Omaha Division	Assistant Professor	Special			76,654 AY	1.00
		Assistant Professor	Special			76,654 AY	1.00
		Coordinator (Stipend)	Special	1/2/2019		1,500 FY	0.00
		N/A	N/A			0 FY	0.00
²⁶ Foster, Jennifer	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		117,000 FY	1.00
		Clinical Assistant Professor	Special		1/31/2019	113,365 FY	1.00
²⁶ Franck, Logan	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		115,500 FY	1.00
		Clinical Assistant Professor	Special		1/31/2019	109,500 FY	1.00
Gangahar, Kiran	Internal Medicine	Assistant Professor	Special	1/1/2019		68,550 FY	0.75
		Assistant Professor	Health Prof		12/31/2018	91,400 FY	1.00
²⁶ Garrison, Jered	Pharmaceutical Sciences	Associate Professor	Continuous	2/1/2019		129,148 FY	1.00
		Associate Professor	Continuous		1/31/2019	124,329 FY	1.00

²⁶ Market adjustment

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Un-shaded reflects old appointment

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Glenn, Emily	Library of Medicine	Associate Professor	Special			60,574 FY	1.00
		Associate Professor	Special			60,574 FY	1.00
		Interim Associate Director (Stipend)	Special	1/1/2019		15,000 FY	0.00
		Technology Coordinator (Stipend)	Special		12/31/2018	5,000 FY	0.00
Grennan, Allison	Munroe-Meyer Institute	Assistant Professor	Special			79,465 FY	1.00
		Assistant Professor	Special			79,465 FY	1.00
		Internship Coordinator (Stipend)	Special	1/1/2019		2,500 FY	0.00
		N/A	N/A			0 FY	0.00
Hammel, James	Surgery	Associate Professor	Health Prof			85,417 FY	1.00
		Associate Professor	Health Prof			85,417 FY	1.00
	Pediatrics	Fleming Chair in Pediatric Cardiothoracic Surgery	Special	1/1/2019	12/31/2023	0 FY	0.00
		Fleming Chair in Pediatric Cardiothoracic Surgery	Special		12/31/2018	0 FY	0.00

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Un-shaded reflects old appointment

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Hansen, Jay	Adult Restorative Dentistry Growth and Development	Assistant Professor	Health Prof	2/1/2019	6/30/2021	121,800 FY	1.00
		Assistant Professor	Health Prof		1/31/2019	121,800 FY	1.00
	Adult Restorative Dentistry Growth and Development	Director, Advanced Education in General Dentistry (Stipend)	Special	2/1/2019		10,000 FY	0.00
		Co-Director, General Practice Residency (Stipend)	Special		1/31/2019	6,000 FY	0.00
Hembree, Kristen	Munroe-Meyer Institute	Assistant Professor	Special			72,265 FY	1.00
		Assistant Professor	Special			72,265 FY	1.00
		Compliance Coordinator (Stipend)	Special	1/1/2019		1,500 FY	0.00
		N/A	N/A			0 FY	0.00
²⁷ Hopkins, Corey	Pharmaceutical Sciences	Associate Professor	Health Prof	2/1/2019		130,710 FY	1.00
		Associate Professor	Health Prof		1/31/2019	128,779 FY	1.00
Kappen, James	Neurological Sciences	Assistant Professor	Special	1/1/2019		30,585 FY	0.60
		Assistant Professor	Special		12/31/2018	50,975 FY	1.00
²⁸ Killeen, Amy	Surgical Specialties	Assistant Professor	Health Prof	1/1/2019	6/30/2022	122,000 FY	1.00
		Assistant Professor	Special		12/31/2018	67,015 FY	0.60

²⁷ Market adjustment

²⁸ Includes salary increase

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Un-shaded reflects old appointment

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29 Klepser, Donald	Pharmacy Practice and Science	Associate Professor	Continuous	2/1/2019		130,000 FY	1.00
		Associate Professor	Continuous		1/31/2019	125,572 FY	1.00
		Vice Chair (Stipend)	Special			5,000 FY	0.00
		Vice Chair (Stipend)	Special			5,000 FY	0.00
Kortepeter, Mark	Epidemiology	Professor	Special	1/1/2019		135,385 FY	0.60
		Professor	Special		12/31/2018	83,488 FY	0.37
30 Linder, James	Pathology and Microbiology	Professor	Special			1,960 FY	0.10
		Professor	Special			1,960 FY	0.10
	College of Medicine	Senior Associate Dean for the Health System	Special	8/7/2018		0 FY	0.00
		N/A	N/A			0 FY	0.00
Liu, Howard	Psychiatry	Associate Professor	Health Prof	1/1/2019		94,000 FY	1.00
		Associate Professor	Special		12/31/2018	93,268 FY	1.00
		Chairperson (Stipend)	Special	1/1/2019		46,000 FY	0.00
		Interim Chairperson (Stipend)	Special		12/31/2018	70,000 FY	0.00

29 Market adjustment

30 Delay in reporting due to oversight

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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31 Lowe, John-Martin	Environmental, Agricultural and Occupational Health	Associate Professor	Health Prof			131,988 FY	1.00
		Associate Professor	Health Prof			131,988 FY	1.00
	Academic Affairs	Assistant Vice Chancellor-Interprofessional Health Security Training and Education (Stipend)	Special	1/1/2019		55,000 FY	0.00
		Assistant Vice Chancellor-Interprofessional Health Security Training and Education (Stipend)	Special		12/31/2018	10,000 FY	0.00
32 Lyubchenko, Yuri	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		172,780 FY	1.00
		Professor	Continuous		1/31/2019	164,355 FY	1.00
32 Marky, Luis	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		171,136 FY	1.00
		Professor	Continuous		1/31/2019	161,176 FY	1.00
Maurer, Harold	Pediatrics	Professor	Special	1/1/2019		48,900 FY	0.25
		Professor	Special		12/31/2018	97,800 FY	0.50

31 Equity adjustment

32 Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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33 McGuire, Timothy	Pharmacy Practice and Science	Associate Professor	Health Prof	2/1/2019		130,000 FY	1.00
		Associate Professor	Health Prof		1/31/2019	125,300 FY	1.00
McVicker, Benita	Internal Medicine	Associate Professor	Special	1/1/2019		19,078 FY	0.25
		Associate Professor	Special		12/31/2018	76,312 FY	1.00
		Research Scientist (Stipend)	Special			34,300 FY	0.00
		Research Scientist (Stipend)	Special			34,300 FY	0.00
34 Michael, Kimberly	Medical Imaging and Therapeutic Sciences	Associate Professor	Continuous			15,205 FY	0.20
		Associate Professor	Continuous			15,205 FY	0.20
		Anderson Professor	Special			0 FY	0.00
		Anderson Professor	Special			0 FY	0.00
	Diagnostic Medical Sonography	Program Director	Special			57,636 FY	0.50
		Program Director	Special			57,636 FY	0.50
	Academic Affairs	Associate Director, Interprofessional Academy of Educators (Includes stipend)	Special	12/1/2018	11/30/2021	34,854 FY	0.30
		Associate Director (Includes stipend)	Special		11/30/2018	34,854 FY	0.30

33 Market adjustment

34 Delay in reporting due to department not processing the documentation in SAP

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

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Minter, Christian	Library of Medicine	Assistant Professor	Special			74,825 FY	1.00
		Assistant Professor	Special			74,825 FY	1.00
		Coordinator (Stipend)	Special	1/1/2019		5,000 FY	0.00
		N/A	N/A			0 FY	0.00
³⁵ Mohs, Aaron	Pharmaceutical Sciences	Associate Professor	Continuous	2/1/2019		129,188 FY	1.00
		Associate Professor	Continuous		1/31/2019	125,875 FY	1.00
³⁵ Moore, Tiffany	College of Nursing-Omaha Division	Assistant Professor	Health Prof	1/1/2019		105,000 FY	1.00
		Assistant Professor	Health Prof		12/31/2018	101,200 FY	1.00
³⁵ Murry, Daryl	Pharmacy Practice and Science	Associate Professor	Continuous	2/1/2019		140,000 FY	1.00
		Associate Professor	Continuous		1/31/2019	137,618 FY	1.00
³⁵ Norman, Joseph	Physical Therapy Education	Professor	Continuous	1/1/2019		135,911 FY	1.00
		Professor	Continuous		12/31/2018	123,611 FY	1.00
		N/A	N/A	1/1/2019		0 FY	0.00
		Program Director (Stipend)	Special		12/31/2018	29,939 FY	1.00

³⁵ Market adjustment

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Un-shaded reflects old appointment

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³⁶ Oupicky, David	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		173,614 FY	1.00
		Professor	Continuous		1/31/2019	165,165 FY	1.00
		Parke-Davis Chair in Pharmaceutics (Stipend)	Special			20,000 FY	0.00
		Parke-Davis Chair in Pharmaceutics (Stipend)	Special			20,000 FY	0.00
Pendyala, Gurudutt	Anesthesiology	Assistant Professor	Health Prof	3/1/2019	6/30/2020	88,002 FY	1.00
		Assistant Professor	Special		2/28/2019	88,002 FY	1.00
³⁶ Podany, Anthony	Pharmacy Practice and Science	Associate Professor	Health Prof	2/1/2019		119,000 FY	1.00
		Associate Professor	Health Prof		1/31/2019	114,205 FY	1.00
Porter, Thomas	Internal Medicine	Professor	Health Prof			88,023 FY	1.00
		Professor	Health Prof			88,023 FY	1.00
		Hubbard Chair of Cardiology	Special	1/1/2019	12/31/2023	0 FY	0.00
		Hubbard Chair of Cardiology	Special		12/31/2018	0 FY	0.00
Pozehl, Bunny	College of Nursing-Omaha Division	Professor	Continuous			156,811 FY	1.00
		Professor	Continuous			156,811 FY	1.00
		Dorothy Hodges Olson Chair in Nursing	Special			5,000 FY	0.00
		Dorothy Hodges Olson Chair in Nursing	Special			5,000 FY	0.00
		Interim Coordinator (Stipend)	Special	1/1/2019		1,500 FY	0.00
		N/A	N/A			0 FY	0.00

³⁶ Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
37 Prescott, Drew	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		115,500 FY	1.00
		Clinical Assistant Professor	Special		1/31/2019	109,500 FY	1.00
Raikes, Hilary	Health Promotion	Associate Professor	Special	1/1/2019		132,189 FY	1.00
		Associate Professor	Special		12/31/2018	112,361 FY	0.85
Roberts, Holly	Munroe-Meyer Institute	Associate Professor	Special			95,039 FY	1.00
		Associate Professor	Special			95,039 FY	1.00
		Liaison Coordinator (Stipend)	Special	1/1/2019		1,500 FY	0.00
		N/A	N/A			0 FY	0.00
37 Scarsi, Kimberly	Pharmacy Practice and Science	Associate Professor	Continuous	2/1/2019		138,032 FY	1.00
		Associate Professor	Continuous		1/31/2019	136,740 FY	1.00
37 Shaffer, Christopher	Pharmacy Practice and Science	Assistant Professor	Health Prof	2/1/2019		133,434 FY	1.00
		Assistant Professor	Health Prof		1/31/2019	129,414 FY	1.00
	Student Affairs	Associate Dean (Stipend)	Special			20,000 FY	0.00
		Associate Dean (Stipend)	Special			20,000 FY	0.00

37 Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
38 Shriver, Mark	Munroe-Meyer Institute	Professor	Continuous			61,716 FY	0.50
		Professor	Continuous			61,716 FY	0.50
		Associate Director of Education (Stipend)	Special	1/1/2019		5,000 FY	0.00
		Associate Director of Education (Stipend)	Special		12/31/2018	3,500 FY	0.00
	Psychology, University of Nebraska at Omaha	Professor	Special			59,803 FY	0.50
		Professor	Special			59,803 FY	0.50
Silva, Fabiana	Health Promotion	Research Assistant Professor	Special	1/1/2019		56,160 FY	0.78
		Research Assistant Professor	Special		12/31/2018	50,400 FY	0.70
39 Smith, Lynette	Biostatistics	Assistant Professor	Health Prof	1/1/2019		113,475 FY	1.00
		Assistant Professor	Health Prof		12/31/2018	106,499 FY	1.00
	College of Medicine	Director, Graduate Medical Education (Stipend)	Special			10,000 FY	0.00
		Director, Graduate Medical Education (Stipend)	Special			10,000 FY	0.00

38 Additional responsibilities

39 Equity adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>	
40 Sobeski, Linda	Pharmacy Practice and Science	Clinical Assistant Professor	Special	2/1/2019		118,000 FY	1.00	
		Clinical Assistant Professor	Special		1/31/2019	112,809 FY	1.00	
41 Solheim, Joyce	Eppley Institute	Professor	Continuous			128,319 FY	1.00	
		Professor	Continuous			128,319 FY	1.00	
		Director, Graduate Program (Stipend)	Special			25,000 FY	0.00	
		Director, Graduate Program (Stipend)	Special			15,500 FY	0.00	
42 Sparks, John	Pediatrics	Professor	Continuous	2/1/2019		226,421 FY	1.00	
		Professor	Continuous		1/31/2019	45,558 FY	0.20	
		N/A	N/A	2/1/2019		0 FY	0.00	
		Chairperson (Includes stipend)	Special		1/31/2019	145,893 FY	0.60	
	College of Medicine		N/A	N/A	2/1/2019		0 FY	0.00
			Carol Remmer Angle, MD, Presidential Chair in Pediatrics	Special		1/31/2019	44,970 FY	0.20
			N/A	N/A	2/1/2019		0 FY	0.00
			Associate Dean for Pediatric Affairs	Special		1/31/2019	0 FY	0.00

¹⁰ Market adjustment

⁴¹ Additional responsibilities

⁴² Salary redistributed to professor appointment, less the \$10,000 stipend

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
43 Tompkins, Janice	Allied Health Services Administration	Assistant Professor	Health Prof	1/1/2019		30,300 FY	0.30
		Assistant Professor	Health Prof		12/31/2018	28,975 FY	0.30
		Assistant Dean (Includes stipend)	Special	1/1/2019		77,973 FY	0.70
		Assistant Dean (Includes stipend)	Special		12/31/2018	79,299 FY	0.70
		Director, Distance Education (Stipend)	Special	1/1/2019		5,000 FY	0.00
		N/A	N/A			0 FY	0.00
44 Vennerstrom, Jonathan	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		171,136 FY	1.00
		Professor	Continuous		1/31/2019	162,742 FY	1.00
44 Vetro, Joseph	Pharmaceutical Sciences	Associate Professor	Continuous	2/1/2019		127,929 FY	1.00
		Associate Professor	Continuous		1/31/2019	121,722 FY	1.00
Waltman, Nancy	College of Nursing-Lincoln Division	Associate Professor	Health Prof			75,870 FY	1.00
		Associate Professor	Health Prof			75,870 FY	1.00
		Coordinator (Stipend)	Special	1/1/2019		1,500 FY	0.00
		N/A	N/A			0 FY	0.00

43 Salary redistribution with additional appointment

44 Market adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA MEDICAL CENTER

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
45 Wang, Dong	Pharmaceutical Sciences	Professor	Continuous	2/1/2019		172,780 FY	1.00
		Professor	Continuous		1/31/2019	164,353 FY	1.00
46 Wichman, Christopher	Biostatistics	Assistant Professor	Special	1/1/2019		113,475 FY	1.00
		Assistant Professor	Special		12/31/2018	106,499 FY	1.00
45 Yee, Gary	Pharmacy Practice and Science	Professor	Continuous	2/1/2019		171,543 FY	1.00
		Professor	Continuous		1/31/2019	163,951 FY	1.00
	College of Pharmacy	Associate Dean for Academic Affairs (Stipend)	Special			20,000 FY	0.00
		Associate Dean for Academic Affairs (Stipend)	Special			20,000 FY	0.00
Zucker, Irving	Cellular and Integrative Physiology	Professor	Continuous	2/1/2019		222,363 FY	0.96
		Professor	Continuous		1/31/2019	139,008 FY	0.60
	N/A	N/A	2/1/2019		0 FY	0.00	
	Chairperson (Includes stipend)	Special		1/31/2019	127,271 FY	0.36	
	Theodore Hubbard Chair of Cardiovascular Research	Special			9,261 FY	0.04	
	Theodore Hubbard Chair of Cardiovascular Research	Special			9,261 FY	0.04	

45 Market adjustment

46 Equity adjustment

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>		
Cammarano, Kristina	Division of Student Success	Assistant Vice Chancellor	Special	1/1/2019		129,850 FY	1.00		
		Interim Assistant Vice Chancellor (Stipend)	Special		12/31/2018	34,170 FY	0.00		
		N/A	N/A	1/1/2019		0 FY	0.00		
		Director, New Student and Family Programs	Special		12/31/2018	80,680 FY	1.00		
		N/A	N/A	1/1/2019		0 FY	0.00		
		Senior Director, Student Success (Stipend)	Special		12/31/2018	15,000 FY	0.00		
		Ligon, Ginamarie	Management	Associate Professor	Continuous			139,353 AY	1.00
				Associate Professor	Continuous			139,353 AY	1.00
Jack and Stephanie Koraleski Professor of Collaboration Science	Special			1/1/2019	8/31/2022	10,000 AY	0.00		
N/A	N/A					0 AY	0.00		
Nix, Justin	School of Criminology and Criminal Justice	Assistant Professor	Specific			76,524 AY	1.00		
		Assistant Professor	Specific			76,524 AY	1.00		
		Master of Arts Program Coordinator (Stipend)	Special	2/1/2019	8/31/2020	5,000 AY	0.00		
		N/A	N/A			0 AY	0.00		

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019 - 3/31/2019
UNIVERSITY OF NEBRASKA AT OMAHA

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>	<u>FTE</u>
Pettit, Darren	School of Music	Assistant Professor	Specific			51,636 AY	1.00
		Assistant Professor	Specific			51,636 AY	1.00
		China Curriculum Coordinator (Stipend)	Special	1/1/2019		3,000 AY	0.00
		N/A	N/A			0 AY	0.00
Subramaniam, Mahadevan	Computer Science	Professor	Continuous	1/1/2019		130,494 AY	1.00
		Professor	Continuous		12/31/2018	52,197 AY	0.40
		N/A	N/A	1/1/2019		0 AY	0.00
		Chairperson (Includes stipend)	Special		12/31/2018	81,897 AY	0.60
Youn, Jong-Hoon	Computer Science	Acting Chairperson (Includes stipend)	Special	1/1/2019		78,685 AY	0.60
		N/A	N/A			0 AY	0.00
		Professor	Continuous	1/1/2019		50,056 AY	0.40
		Professor	Continuous		12/31/2018	125,141 AY	1.00
		Union Pacific Chair of Information Science and Technology	Special			10,000 AY	0.00
		Union Pacific Chair of Information Science and Technology	Special			10,000 AY	0.00

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
1/1/2019-3/31/2019
UNIVERSITY OF NEBRASKA ADMINISTRATION

ADJUSTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Buker, Andrew	Information Technology Services	Assistant Vice President, Infrastructure Services	Special	1/1/2019		150,949	FY	1.00
		Director, Infrastructure Services and Research Computing	Special		12/31/2018	124,751	FY	1.00
Owen, Brenda	Office of the Vice President for Business and Finance	Assistant Vice President and Controller	Special	1/1/2019		170,000	FY	1.00
		Director, Accounting Services	Special		12/31/2018	132,405	FY	1.00

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

MEETING DATE: June 28, 2019

SUBJECT: Laboratory, Student, and Miscellaneous Fees for 2019-2020

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 28, 2018 – The Board of Regents approved amendments to RP-5.9 of the *Policies of the Board of Regents* (the “*Policies*”) related to student fees:

Following an audit in 2017 of student fees, it was recommended by the Board of Regents Audit Committee that the language of *Regents Policy* 5.9 be modified to include the following: (1) student fees must be expended for the purpose for which they were collected; (2) student fees revenues must be expended for purposes that directly benefit students from whom they were collected; and (3) a definition of mandatory fees, including the understanding that students paying the fee must have the opportunity to benefit from the activity supported by the fee.

Additionally, the President requested that the Executive Vice President and Provost and the Campus Chief Academic Officers review *Regents Policy* 5.9. Recommended revisions include that all fees be reviewed no less than once every four years.

EXPLANATION: Earlier this year, the President requested the Chancellors closely scrutinize fee increase requests to insure they reflect increases in costs passed through to students. The changes approved by the President for the University of Nebraska for the 2019-2020 academic year are listed on the attached reports by campus.

This report includes information on all categories of fees requested by the Board and all changes to fees that would affect the campus student body. On several campuses, a screening committee, often with student representatives, has reviewed proposed changes. Each item on the report has been reviewed and approved by campus administration.

PROGRAM COST: None

SOURCE OF FUNDS: None

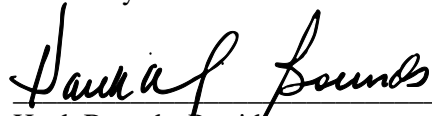
RECOMMENDED: Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

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

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center
University of Nebraska at Omaha

APPROVED:



Hank Bounds, President
University of Nebraska

DATE:

May 17, 2019

University of Nebraska at Kearney
Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020

Department	Course Number	Current Fee 2018-2019	Proposed Fee 2019-2020	
College of Arts and Sciences				
Chemistry	CHEM 145 – Introduction to Chemistry Lab	\$ 20.00	\$ 25.00	(1)
Chemistry	CHEM 160L – General Chemistry I Lab	\$ 20.00	\$ 30.00	(2)
Chemistry	CHEM 161L – General Chemistry II Lab	\$ 20.00	\$ 30.00	(3)
Chemistry	CHEM 250L – Elementary Organic Chemistry Lab	\$ 35.00	\$ 40.00	(4)
Chemistry	CHEM 301L – Analytical Chemistry Lab	\$ 40.00	\$ 45.00	(5)
Chemistry	CHEM 360L – Organic Chemistry I Lab	\$ 40.00	\$ 50.00	(6)
Chemistry	CHEM 361L – Organic Chemistry II Lab	\$ 40.00	\$ 50.00	(7)
Journalism and Mass Communications	JMC 215 – News Writing & Photography	\$ 25.00	\$ -	(8)
Journalism and Mass Communications	JMC 220 – Photojournalism	\$ 25.00	\$ -	(8)
Journalism and Mass Communications	JMC 226 – Audio Production & Announcing	\$ 10.00	\$ -	(8)
Journalism and Mass Communications	JMC 265 – Video Production	\$ 20.00	\$ -	(8)
Journalism and Mass Communications	JMC 302 – Digital Storytelling	\$ 25.00	\$ -	(8)
Journalism and Mass Communications	JMC 329 – Print Advertising Design	\$ 20.00	\$ -	(8)
Journalism and Mass Communications	JMC 330 – Publication Design	\$ 20.00	\$ -	(8)
Journalism and Mass Communications	JMC 420 – Advertising Campaigns	\$ 20.00	\$ -	(8)
Psychology	PSY 270 – Experimental Psychology	\$ 5.00	\$ -	(9)
Psychology	PSY 312L – Sensation and Perception Lab	\$ 20.00	\$ 10.00	(10)
Psychology	PSY 313L – Physiological Psychology Lab	\$ 25.00	\$ 45.00	(11)
Psychology	PSY 317L - Biopsychology Lab	\$ 10.00	\$ -	(12)
Psychology	PSY 318L – Experimental Social Psychology Lab	\$ 15.00	\$ -	(9)
Psychology	PSY 400L – Advanced Psychology Lab	\$ 15.00	\$ -	(9)
Psychology	PSY 407L – Psychopathology Lab	\$ 20.00	\$ -	(9)
Psychology	PSY 430L – Memory & Cognition Lab	\$ 20.00	\$ 10.00	(13)
Psychology	PSY 453L – Developmental Psychology Lab	\$ 10.00	\$ -	(9)
Psychology	PSY 477L – Psychology and Law Lab	\$ 10.00	\$ -	(9)
College of Business and Technology				
Cyber Systems	CYBR 223 – IT Infrastructure	\$ 129.00	\$ 75.00	(14)
Cyber Systems	CYBR 441 – Artificial Intelligence	\$ 24.00	\$ 75.00	(15)
Cyber Systems	CYBR 460 – Virtualization Essentials	\$ -	\$ 25.00	(16)
Industrial Technology	IPD 120 – Foundation Studio I	\$ -	\$ 40.00	(17)
Industrial Technology	IPD 125 – Design Drawing	\$ -	\$ 40.00	(18)
Industrial Technology	IPD 206 – Foundation Studio II	\$ -	\$ 40.00	(19)

**University of Nebraska at Kearney
Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020**

Department	Course Number	Current Fee 2018-2019	Proposed Fee 2019-2020	
College of Business and Technology (continued)				
Industrial Technology	IPD 208 - Interior Design Graphics	\$ 40.00	\$ -	(20)
Industrial Technology	IPD 307 – Furniture, Finishes, Materials and Components of Interior Architecture	\$ -	\$ 10.00	(21)
Industrial Technology	IPD 309 - Interior Design Studio I	\$ 40.00	\$ -	(20)
Industrial Technology	IPD 310 – Design Studio II	\$ -	\$ 40.00	(22)
Industrial Technology	IPD 316 – Design Studio II	\$ 40.00	\$ -	(20)
Industrial Technology	IPD 318 – Design Studio III	\$ -	\$ 40.00	(23)
Industrial Technology	IPD 325 – Design Technology Applications	\$ -	\$ 40.00	(24)
Industrial Technology	IPD 401 – Design Studio III	\$ 40.00	\$ -	(20)
Industrial Technology	IPD 403 – Design Studio IV	\$ -	\$ 40.00	(25)
College of Education				
Communication Disorders	CDIS 480A – Clinical Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 480B – Clinical Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 480C – Clinical Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 860 – Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 861 – Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 862 – Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Communication Disorders	CDIS 863 – Practicum in Speech/Language Pathology	\$ 20.00	\$ 40.00	(26)
Counseling and School Psychology	CSP 855 – Techniques of Counseling	\$ 20.00	\$ -	(27)
Counseling and School Psychology	CSP 875 – Career & Lifestyle Development	\$ 10.00	\$ -	(27)
Counseling and School Psychology	CSP 885 – Practicum in Counseling & Guidance	\$ 20.00	\$ -	(27)
Counseling and School Psychology	CSP 905 – Behavioral Problem Solving & Assessment	\$ 143.00	\$ -	(27)
Kinesiology and Sports Science	PE 808 – Therapeutic Modalities in Athletic Injury	\$ -	\$ 10.00	(28)
Kinesiology and Sports Science	PE 885 – Clinical I	\$ -	\$ 45.00	(29)
Kinesiology and Sports Science	PE 886 – Clinical II	\$ -	\$ 10.00	(30)
Kinesiology and Sports Science	PE 887 – Clinical III	\$ -	\$ 70.00	(31)
Kinesiology and Sports Science	PE 888 – Clinical IV	\$ -	\$ 45.00	(29)
Kinesiology and Sports Science	PE 889 – Clinical V	\$ -	\$ 10.00	(30)
Kinesiology and Sports Science	PE 890 – Clinical VI	\$ -	\$ 10.00	(30)

(1) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$5,581/year. Enrollment: 220/year. Proposed Fee: \$25. Total Revenue: \$5,500/year.

(2) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$8,424/year. Enrollment: 240/year. Proposed Fee: \$30. Total Revenue: \$7,200/year.

- (3) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$4,512/year. Enrollment: 140/year. Proposed Fee: \$30. Total Revenue: \$4,200/year.
- (4) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$2,270/year. Enrollment: 35/year. Proposed Fee: \$40. Total Revenue: \$1,400/year.
- (5) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$988/year. Enrollment: 20/year. Proposed Fee: \$45. Total Revenue: \$900/year.
- (6) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$4,948/year. Enrollment: 70/year. Proposed Fee: \$50. Total Revenue: \$3,500/year.
- (7) Fee increase will be used towards the costs of consumables used in labs; stockroom supplies such as instruments and manuals that students use for experiments; and experiment specific equipment such as lasers, detective, light sources, pH meters, data collection devices, etc. during the instruction of the lab each year. Total Expenses: \$2,542/year. Enrollment: 42/year. Proposed Fee: \$50. Total Revenue: \$2,100/year.
- (8) The course has changed since the fee was instituted. The department is able to cover the expenses related to the course. Fee is no longer needed.
- (9) The course has changed since the fee was instituted. Most class projects are done online, and any printing costs can be covered by the department. Fee is no longer needed.
- (10) Fee has been used to cover expenses related to consumables for testing and researching various senses (i.e., supertaster strips, jelly beans); equipment such as prism goggles; and the expense of printed materials. Due to changes in faculty teaching lab, there have been less relatable expenses. Total Expenses: \$88/year. Enrollment: 7/year. Proposed Fee: \$10. Total Revenue: \$70/year.
- (11) Laboratory will incorporate two weekly meetings in cadaver lab to extract and dissect human brain. Fee increase will cover time allotted to 16-20 lab students (previous 5-year total: 103 students, average 20.6 students per term) derived from the cost of each cadaver, and expendable materials (gloves and scalpel blades). Total Expenses: \$900/year. Enrollment: 20/year. Proposed Fee: \$45. Total Revenue: \$900/year.
- (12) The course is no longer being taught, but could be brought back. If the course is brought back, it likely will be structured differently and the need for a new fee will be reassessed then. Fee is no longer needed.
- (13) Fee is for consumables, equipment for activities (i.e. games, play-doh, mirror-drawing tasks), and testing protocols, specifically access to Luminosity.com. Total Expenses: \$179/year. Enrollment: 15/year. Proposed Fee: \$10. Total Revenue: \$150/year.
- (14) Previously students completed a semester project that included researching computer specifications, justifying the request for purchase, and then once the items were ordered, building the computers from kits, and installing operating system, user accounts and application software. Now, they do the same project, but students evaluate the current departmental inventory of computers that are available for new uses; justify new hardware/software to upgrade existing hardware; then building/install the new hardware and set up the operating system and application software. To complete the class project, we now purchase parts to upgrade existing computers, rather than purchase entire computer kits. These computers are then used for student projects and classes. Total Expenses: \$725/year. Enrollment: 10/year. Proposed Fee: \$75. Total Revenue: \$750/year.
- (15) This class competes in regional robotics competitions. The travel to these types of competition is funded in part with the course fees. The parts needed for the robotics projects are getting more expensive as well. Total Expenses: \$3,280/year. Enrollment: 20/year. Proposed Fee: \$75. Total Revenue: \$1,500/year.
- (16) This course fee will be used to cover the VMAP VMWare software subscription expenses. The subscription fee may vary but is currently \$250 per year. This software subscription is specific to this course and students gain experience by using it to complete homework and class projects. Yearly subscription for a set amount is purchased by the University, however each student has an account and can access the software on personal or lab computers. Total Expenses: \$250/year. Enrollment: 10/year. Proposed Fee: \$25. Total Revenue: \$250/year.
- (17) Fee will be used for course consumables such as art supplies and purchase of a drafting set for each student. Students will be able to keep drafting set at the end of the course. Total Expenses: \$800/year. Enrollment: 20/year. Proposed Fee: \$40. Total Revenue: \$800/year.
- (18) Fee will be used for student art supplies (pencils, sketch book, marker paper, and markers). Students will keep supplies at the end of the course. Total Expenses: \$800/year. Enrollment: 20/year. Proposed Fee: \$40. Total Revenue: \$800/year.
- (19) Fee will be used for student art supplies to be consumed during course. Art supplies include printing, water color paints, and brushes. Students will be able to keep the brushes. Total Expenses: \$600/year. Enrollment: 15/year. Proposed Fee: \$40. Total Revenue: \$600/year.
- (20) The course is no longer being taught due to a restructuring/renumbering of IPD courses. If the course is brought back, it will be restructured differently and the need for a new fee will be reassessed then. Fee is no longer needed.
- (21) The course fee will be used to purchase example products and materials for demonstrations which the students can then check out to use in their studio projects. Total Expenses: \$100/year. Enrollment: 10/year. Proposed Fee: \$10. Total Revenue: \$100/year.
- (22) This studio course requires students to use software to develop and display their work. Equipment includes high-resolution plotters and printers. This course also requires supplies such as sketch books and markers for sketching and hand-rendering. Students will keep the sketch books and markers at the end of the course. Total Expenses: \$400/year. Enrollment: 10/year. Proposed Fee: \$40. Total Revenue: \$400/year.

(23) Fee will be used for student art supplies to be consumed during course. Printing, specialty papers, rendering medium (ink and paint). Total Expenses: \$600/year. Enrollment: 15/year. Proposed Fee: \$40. Total Revenue: \$600/year.

(24) Fee is for model-making supplies for laser-cutting and 3-D printing. Fee covers equipment used such as the laser cutter, 3D printer, and virtual reality equipment. Students use software to develop and display their work. Total Expenses: \$400/year. Enrollment: 10/year. Proposed Fee: \$40. Total Revenue: \$400/year.

(25) Students are required to use equipment (high resolution plotters and printers) to develop and display their projects. The ink and paper for this equipment are paid for by student fees. Costs for materials for fabrication and models is also included in this fee. Total Expenses: \$600/year. Enrollment: 15/year. Proposed Fee: \$40. Total Revenue: \$600/year.

(26) Fee covers: test and protocols, supplies used to sanitize treatment rooms, printing supplies, lamination, toys, maintenance of Augmentative Alternative Communication equipment, replacement of craft supplies used during therapy sessions, story books used with clients during therapy sessions and other consumables such as construction paper, glue, Velcro, tape, highlighters, markers, expo markers, etc. Total Expenses: \$1,006/year. Enrollment: 18/year. Proposed Fee: \$40. Total Revenue: \$720/year.

(27) Student resources (assessments, student handbooks, manuals, etc.) for working with clients are now accessible online, in the library, or are no longer needed. Fee is no longer needed.

(28) This course requires students to conduct practice and skill development that utilizes expendable items used in the application of a variety of therapeutic modalities. Expendable items used include: ultrasound gel (5 liters), electrodes, and table cleaners. Total Expenses: \$140/year. Enrollment: 14/year. Proposed Fee: \$10. Total Revenue: \$140/year.

(29) Fee will be used to purchase common supplies: ultrasound gel, elastic wraps, cleaning supplies, flexi-wrap, electrical stimulation electrodes, hand sanitizer, massage lubricant, and tape. Additionally, students will be given an embroidered shirt with the UNK logo that is required to be worn at all clinical experience events. Total Expenses: \$669/year. Enrollment: 15/year. Proposed Fee: \$45. Total Revenue: \$675/year.

(30) Fee will be used to purchase: ultrasound gel, elastic wraps, cleaning supplies, flexi-wrap, electrical stimulation electrodes, hand sanitizer, massage lubricant, and tape. Total Expenses: \$144/year. Enrollment: 15/year. Proposed Fee: \$10. Total Revenue: \$150/year.

(31) Fee will be used to purchase: ultrasound gel, elastic wraps, cleaning supplies, flexi-wrap, electrical stimulation electrodes, hand sanitizer, massage lubricant, tape, and disposable casting and bracing supplies. Total Expenses: \$1,063/year. Enrollment: 15/year. Proposed Fee: \$70. Total Revenue: \$1,050/year.

University of Nebraska-Lincoln
Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020

Department	Course	Current Fee 2018-2019	Proposed Fee 2019-2020	
College of Agricultural Sciences and Natural Resources				
Agronomy and Horticulture	AGRO 134 (new course)	\$ -	\$ 20.00	(32)
Entomology	ENTO 403/803	\$ 50.00	\$ -	(33)
Entomology	ENTO 406/806	\$ 50.00	\$ -	(34)
Entomology	ENTO 810	\$ 50.00	\$ -	(35)
Natural Resources	NRES 108	\$ 25.00	\$ 15.00	(36)
Natural Resources	NRES 210 (new course)	\$ -	\$ 65.00	(37)
Natural Resources	NRES 233	\$ 200.00	\$ 220.00	(38)
Natural Resources	NRES 279	\$ -	\$ 40.00	(39)
Natural Resources	NRES 310	\$ 10.00	\$ 15.00	(40)
Natural Resources	NRES 311	\$ 25.00	\$ -	(41)
Natural Resources	NRES 348	\$ 75.00	\$ 35.00	(42)
Natural Resources	NRES 386	\$ 25.00	\$ 35.00	(43)
Natural Resources	NRES 438/838	\$ 10.00	\$ 30.00	(44)
Natural Resources	NRES 441 (new course)	\$ -	\$ 100.00	(45)
Natural Resources	NRES 463L/863L	\$ 200.00	\$ 150.00	(46)
Natural Resources	NRES 468/868	\$ 25.00	\$ 40.00	(47)
College of Architecture				
Interior Design Program	IDES 301	\$ -	\$ 60.00	(48)
College of Arts and Sciences				
Biological Sciences	BIOS 101L	\$ 40.00	\$ 60.00	(49)
Computer Science and Engineering	CSCE 478/878	\$ 10.00	\$ 50.00	(50)
Computer Science and Engineering	CSCE 479/879	\$ -	\$ 50.00	(51)
Earth and Atmospheric Sciences	GEOL 201	\$ -	\$ 50.00	(52)
Earth and Atmospheric Sciences	GEOL 446/846	\$ -	\$ 25.00	(53)
College of Business				
College of Business	BSAD 111S	\$ -	\$ 10.00	(54)
College of Engineering				
Mechanical and Materials Engineering	MECH 223	\$ 10.00	\$ -	(55)
Mechanical and Materials Engineering	MECH 324	\$ 10.00	\$ -	(56)
Mechanical and Materials Engineering	MECH 342	\$ 10.00	\$ 5.00	(57)
Mechanical and Materials Engineering	MECH 343	\$ 15.00	\$ -	(58)
Mechanical and Materials Engineering	MECH 373	\$ 10.00	\$ -	(59)
Mechanical and Materials Engineering	MECH 918	\$ 25.00	\$ -	(60)
Hixson-Lied College of Fine and Performing Arts				
Music	MUNM 171	\$ -	\$ 50.00	(61)
Miscellaneous Fees				
Academic Services and Enrollment Management	Late Enrollment Fee	\$ 25.00	\$ 100.00	(62)

(32) Plant Sciences Laboratory studies the structure and function of plants. This course will be offered completely online. Students are asked to collect plants samples from their surroundings for most experiments; however, instructors have chosen plant species known to be quick growing for the "germination" and "growth factors" experiment. Supplies will be sent to students to reduce experimental error. Seeds: \$100; Soil Media: \$400; Pots: \$200; Label materials: \$50; Image supplies: \$100; Lab supplies: \$100; Shipping: \$250; Total expenses: \$1200/year. Enrollment: 50 students/year. Proposed Fee: \$20. Total Revenue: \$1000/year

(33) Management of Horticultural Crop Insects focuses on identification, biology, ecology and management of insect pests of horticultural crops, including vegetables, deciduous fruits and nuts, trees and shrubs, greenhouse crops, turf and ornamentals. The fee was previously used for instructional DVDs that were copied and mailed to distance students. DVDs are no longer used for this course. Fee is no longer needed.

(34) Insect Ecology studies biotic and abiotic factors as they influence insect development, behavior, distribution, and abundance. The fee was previously used for instructional DVDs that were copied and mailed to distance students. DVDs are no longer used for this course. Fee is no longer needed.

(35) Insects as Educational Tools for the Classroom offers a general overview of insects and explores how they can be used in the classroom to enhance science education. Topics include insect diversity, classification of insects and other organisms, insect structure and function, insect behavior, and science inquiry. The fee was previously used for instructional DVDs that were copied and mailed to distance students. DVDs are no longer used for this course. Fee is no longer needed.

(36) Earth's Natural Resource Systems is an introduction course studying interactions between the geosphere and the hydrosphere along with the atmosphere and biosphere over many different spatial and temporal scales and the role of humans as part of the system. The fee is being reduced from \$25 to \$15 because the software that has been used in the course is now available for free and field trips have been reduced to one. Trip Insurance: \$5.50; Shuttle with driver: \$335; Total expenses: \$340.50/year. Enrollment: 22 students/year. Proposed Fee: \$15. Total Revenue: \$330/year.

(37) Applied Ornithology explores interactions between birds and people from economic and scientific perspectives. This course consists of 7 off-campus field trips, and several on-campus field trips. Through these, students will study societal conflicts between feral cats and birds, hazards birds present to aircraft, the economics of bird feeding, how commercial bird hunting clubs work, how populations are affected by collisions with vehicles, windows and towers, the taxidermy industry and museum science, and hunting organizations such as Pheasants Forever and Ducks Unlimited. Each field trip includes costs for van rental, fuel, and trip insurance. Van Rental: \$344/year; Fuel: \$304/year; Trip insurance: \$17.50/year; Total expenses: \$665.50/year. Enrollment: 10 students/year. Proposed fee: \$65. Total Revenue: \$650/year.

(38) Wildlife Field Techniques is conducted at Cedar Point Field Station and allows students to do activities that are not readily accessible on East Campus. Students are able to do remote camera activities, work with prairie dog habitat at a prairie dog colony, trap turtles in a pond near the center, and perform surveys on coots on the nearby lake. The format of the course is more efficient than on-campus or off-campus labs during the week as we would spend an hour of each 3-hour lab driving to our sites and back (30 min. each way). The course also fulfills a behavioral objective for the Fisheries and Wildlife major to provide real-world field experiences to our students and develop networks among our students that will help them as they pursue careers. Since the time when this fee was initially created, transportation and CPBS costs have increased. This change in fee will cover the increased costs. Lab Packets: \$172.50/year; peanut butter, waxed paper, sardines: \$35/year; rubber grommets: \$35/year; index cards: \$5/year; conduit, batteries: \$70/year; swabs, ziplock bags: \$35/year; chicken feed: \$35/year; Room and Board: \$12,032/year; van rental: \$1720/year; mileage: \$255.49; fuel: \$700; trip insurance: \$87.50; Total expenses: \$15,182.49/year. Enrollment: 69 students/year. Proposed fee: \$220. Total Revenue: \$15,180/year.

(39) Soil Evaluation provides students with direct field experience for developing skills to evaluate, assess, and recognize soils. These skills are developed by studying a variety of soils formed from a wide range of parent materials and vegetation in different topographic settings. Field trips, including the regional competition, are required. Students will learn about soils and their formations, and will apply that knowledge by identifying types of soils and associated landscape features, describing soil properties, and interpreting soil information for agriculture and other land uses. This course includes 4 field trips: 3 field trips are in the beginning of the semester before the regional soil judging contest. These field trips give students the opportunity to apply what they learned in lecture to what they will see in the field. This fee request will cover expenses of the 3 field trips and a portion of the travel costs for the regional competition, those costs are listed below. The cost of the Regional Soil Judging Contest is \$4503/year for Room, Board, Transportation, and Registration; CASNR, SNR, and Agro-Hort each contribute funds to cover the balance of the travel cost for the regional competition; the Soil Team RSO covers the regional competition food cost. Field book: \$18/year; Index cards: \$1.93/year; Flags: \$10/year; Paper towels: \$25/year; Van rental: \$486/year; Fuel: \$60/year; Trip insurance: \$26/year; Total expenses: \$626.93/year. Enrollment: 14 students/year. Proposed fee: \$40. Total Revenue: \$560/year.

(40) Introduction to Forest Management focuses on management of forests and provides hands-on experiences. Students meet natural resource professionals in the field and look at different forest management activities. The students then have to develop their own management strategies, which they will be expected to do in a future job. The course's 4 field trips meet one or more of the course's 5 objectives. Each field trip has individual and group activities that students must complete to show that they have mastered each objective. The increased fee will cover the increased price of supplies. Van rental: \$172/year; fuel \$62/year; insurance: \$15/year; mileage: \$72.50/year; maps, aerial photos, and charts \$30/year; tree markers: \$5/year; Total expenses: \$356.50/year. Enrollment: 15 students/year. Proposed fee: \$15. Total Revenue: \$225/year.

(41) Wildlife Ecology and Management covers applied ecology, conservation biology, population biology, and enhancement of vertebrate, non-domestic animal populations through management. Emphasis on policy, decision-making, and management options involving people, habitat, and wildlife. Enrollment for this course has grown significantly, making field trip planning difficult. As a result, the field trip component has been removed. Guest lecturers educate students and share their knowledge and experience. Fee is no longer needed.

(42) Wildlife Damage Management teaches students about damage caused by vertebrate pests, primarily birds and mammals, how to control population levels, and prepares them for the National Nuisance Wildlife Control Operator (NWCO) certification. Students visit multiple sites with a wildlife control officer and/or professional wildlife management program. After the site visits, students develop a site-specific management plan, which will be evaluated by the instructor and the wildlife professional associated with that specific site. The lab portion of this course is being eliminated, therefore reducing the fees necessary for the course. Field trips will supplement lectures. Van rental: \$258/year; Fuel: \$180/year; Insurance: \$11.25/year; Mileage: \$120/year; Workbook: \$75/year; Total expenses: \$644.25/year. Enrollment: 15 students/year. Proposed fee: \$35. Total Revenue: \$525/year.

(43) Vertebrate Zoology studies animals with backbones (e.g., fish, reptiles, birds, mammals). Students learn about evolution and adaptation and compare form and function of bone and muscle systems within vertebrate groups. Lecture, lab exercises, and field trips expose students to real world applications. Lab packet: \$200/year; brown frogs, pigeons, minks: \$800/year; consumable supplies: \$30/year; label maker tape: \$40/year; van rental: \$516/year; fuel: \$70/year; Trip insurance: \$37.50/year; mileage: \$75/year; Total expenses: \$1768.50/year. Enrollment: 50 students/year. Proposed fee: \$35. Total Revenue: \$1750/year.

(44) Grassland Conservation: Planning and Management teaches students to apply fundamental grassland ecology principles to grassland conservation and identify grassland establishment and management practices appropriate for different environmental and cultural situations. Field study improves student learning, so they are required to go into the field and critically analyze management options and outcomes for several grasslands and develop a management plan for a grassland resource. The class has 6 field trips - 3 in September, 3 in October. Each destination serves a different purpose, e.g., details of managing grasslands, prairie restoration, environmental issues. Students have quizzes at each location to apply what they have learned; and they develop a management location for sites they visit. When the previous fee was implemented, the course had fewer field trips. This increased fee will cover the additional field trips costs. Van rental: \$258/year; Trip insurance: \$22.50/year; Fuel: \$105/year; Mileage: \$51/year; Worksheets: \$18.75/year; Total expenses: \$455.25/year. Enrollment: 15 students/year. Proposed fee: \$30. Total Revenue: \$450/year

(45) Zoo Keeping and Management is the capstone course for students in the Zoo Animal Care option within the Fisheries and Wildlife major, designed to accomplish 7 of the 12 objectives identified for the course, which are best learned through hands-on applications. Students in this course build on knowledge from other courses and focus on skills needed to work in various capacities within in a zoo, including care of individual species, building and displaying collections, guest services, species conservation, and AZA accreditation. Students meet with zoo keepers/managers in-class and behind the scenes at the zoos. They learn about the biological, educational, ethical, and administrative challenges associated with zoo keeping and management, including how to work through them. This fee will be used for 5 field trips (3 to the Omaha Henry Doorly Zoo, 2 to the Lincoln Children's Zoo). During the field trips, students are given behind-the-scenes animal access as well as tours by senior Zoo staff. A regular behind-the-scenes tour by animal care staff is \$150/hour plus the regular cost of admission. The field trip cost for this course is \$100/hour (at 2.6 hours each field trip) plus admission. Supplies used during the zoo field trips include cardboard, yarn, dowel rods, paper bags, timothy hay, cardstock, markers. Students use these supplies to develop an interpretative education station. Cost for supplies is \$6/student (reduced from \$10). Van rental: \$215/year; trip insurance: \$12.50/year; fuel: \$85/year; zoo fees: \$720/year. Total expenses: \$1032.50/year. Enrollment: 10 students/year. Proposed fee: \$100. Total Revenue: \$1000/year.

(46) Fisheries Science Laboratory activities will be conducted over a 4-day period off-campus during the Fall Break. The ability to offer this lab in a field setting provides students a unique opportunity to work first-hand with applied topics discussed in the lectures in more in-depth understanding of field-related data collection activities and work under real conditions that they will experience as professionals. All experiences cannot be adequately simulated during on-campus lab sessions. Lab activities will give students hands-on experience with techniques used to collect fish, gather habitat data, assess fish populations, and apply data to fish management needs in freshwater systems. The course is taught at a 4-H camp instead of Cedar Point Biological Station, so travel costs and room/board have decreased since the \$200 fee was implemented in 2012. Rite in Rain Notebooks: \$340/year; lug sole waders: \$750/year; life jackets: \$120/year; first aid kit supplies: \$80/year; Sampling gloves: \$75/year; Sample bags/vials: \$100/year; Labels and pens: \$30/year; vehicle rental: \$435/year; Fuel: \$100/year; Mileage: \$80/year; Trip insurance: \$20/year; Room and board: \$900/year (\$11.25 student/day); Total expenses: \$3030/year. Enrollment: 20 students/year. Proposed fee: \$150. Total Revenue: \$3000/year.

(47) Wetlands teaches students all about the wetlands - what they are and why we care about them; the source and flow of water and the balance within wetlands; soils; vegetation; organisms; sampling techniques; birds and plants; wetland classification; human impacts and management; climate change impact; design, construction, and treatment; pollutants and removal modeling; cost and justification of management issues; regulation and policy. Field trips will focus on management techniques, restoration projects, wetland projects under the Nebraska Department of Transportation and wetlands that attract particular species. The proposed fee will cover lab and field trip costs. Lab notebook: \$20/ year; aluminum foil: \$5/ year; lead acetate strips: \$5/year; Nitrile Gloves: \$150/year; Kimwipe: \$5/year; Tyg Tub: \$50/year; nitrite/nitrate test strips: \$15/year; ferrous iron test strips: \$40/year; water quality samples (ammonia, phosphate, DOC): \$60/year; soil pH kits: \$20/year; Van rental: \$344/year; Trip insurance: \$20/year; Fuel: \$166/year. Total expenses: \$900/year. Enrollment: 20 students/year. Proposed fee: \$40. Total Revenue: \$800/year.

(48) Material Application has transitioned to focus on the fabrication of original interior materials designed and constructed by students, in addition to covering material application content. These projects demand the use of 3D printers, laser cutters, and wood and metal shop facilities. As a part of this transition, students are required to obtain a membership to Nebraska Innovation Studio (the makerspace). The class meets at makerspace during regular class time twice a week and use the makerspace outside of class approximately 4-6 hours each week. The implementation of this \$60 course fee would support a student's membership to NIS for the semester. Studio membership: \$60/semester for UNL undergraduate students. Total expenses: \$1800/year. Enrollment: 30 students/year. Proposed fee: \$60. Total Revenue: \$1800/year.

(49) General Biology Laboratory is a non-majors course taken mainly by pre-health students preparing for nursing and dental hygienist programs as well as students from several different colleges to meet their ACE 4 requirement. The laboratory course experience is based on hands-on experimentation, observation, manipulation of materials and data collection. Students participate in interactive, inquiry-based learning experiences that provides them with the skills to think through and solve problems independently and as part of a team. The current lab fee was last increased in 2013 and is no longer sufficient to cover the costs for supplies, routine equipment maintenance, and repair, and replacement of equipment that can no longer be repaired. The cost of most items for the course have increased from 15% to over 300% over the last six years. This equipment is used by the students for their hands-on experiments. Replacements needed include the compound and dissecting microscopes in both classrooms, the microscopes are 37-46 years old and parts are no longer available. Estimated costs are \$34,000 for the compound microscopes and \$40,000 for the dissecting microscopes. Other replacements include LabQuest with oxygen sensors, estimated cost \$8,500; and upgrade the 20 year old Vernier Logger Pro interface, which is no longer made or supported, with LabQuests and purchase replacement oxygen sensors. The increase in lab fees will make it possible to make sure that the students have timely access to the equipment that they need and that equipment remains in good condition to be able to meet the learning goals of this lab course. We are requesting an increase in the lab fee from \$40 per person to \$60 per person. Chemicals: \$900/year; Preserved materials: \$2300/year; Lab Specific Consumables: \$1850/year; Labware and lab consumables: \$4400/year; Living materials: \$5500/year; Educational website: \$45/year; General lab equipment maintenance: \$5000/year; Vernier oxygen sensors: \$800/year; Compound microscopes: \$3550/year; Dissecting microscopes with light source: \$4050/year; Vernier interface for use with various sensor, such as oxygen sensors: \$1300/year; Digital display monitors in lab rooms: \$2000/year; Mechanical equipment: 1500/year; Total expenses: \$33,195/year. Enrollment: 552 students/year. Proposed fee: \$60. Total Revenue: \$33,120/year.

(50) Machine Learning is an introduction to the fundamentals and current trends in machine learning. Graphics processing units (GPUs) are essential in machine learning and data analysis, due to their abilities to very quickly process large amounts of data. The Deep Learning (CSCE 479) and Machine Learning (CSCE 478) courses train students to utilize GPUs at the Holland Computing Center (HCC) in homework assignments and projects. To facilitate learning and ease of debugging, a number of GPUs are reserved for exclusive use of the class, to achieve a 1:1 ratio of students to GPUs. These courses are offered in alternate years and are not required but have become extremely popular. A GPUs lifespan is about three years, so each year about 10 processors that are reserved for the class must be replaced. The expected cost per GPU is easily maintained in this particular industry, performance of a hardware component tends to double every year or so for the same price point. Total yearly replacement cost is \$15,000 (10 units at \$1500 per unit). On average, that puts the cost at about \$500 per student per offering (30 students per offering). About \$330 of this cost can be charged to differentiated tuition, leaving \$170 uncovered. A lab fee of \$50 will help defray this remaining balance along with F and A budget covering the difference. Total expenses: \$15,000/every other year. Enrollment: 30 students/every other year. Proposed fee: \$50. Total Revenue: \$1500/every other year.

(51) Neural Networks is an introduction to the concepts, design, and application of connection-based computing. Graphics processing units (GPUs) are essential in machine learning and data analysis, due to their abilities to very quickly process large amounts of data. The Deep Learning (CSCE 479) and Machine Learning (CSCE 478) courses train students to utilize GPUs at the Holland Computing Center (HCC) in homework assignments and projects. To facilitate learning and ease of debugging, a number of GPUs are reserved for exclusive use of the class, to achieve a 1:1 ratio of students to GPUs. These courses are offered in alternate years and are not required but have become extremely popular. A GPUs lifespan is about three years, so each year about 10 processors that are reserved for the class must be replaced. The expected cost per GPU is easily maintained in this particular industry, performance of a hardware component tends to double every year or so for the same price point. Total yearly replacement cost is \$15,000 (10 units at \$1500 per unit). On average, that puts the cost at about \$500 per student per offering (30 students per offering). About \$330 of this cost can be charged to differentiated tuition, leaving \$170 uncovered. A lab fee of \$50 will help defray this remaining balance along with F and A budget covering the difference. Total expenses: \$15,000/every other year. Enrollment: 30 students/every other year. Proposed fee: \$50. Total Revenue: \$1500/every other year.

(52) Igneous and Metamorphic Petrology explores the study of igneous and metamorphic rocks, how they form on Earth, and how their origins can be interpreted to reveal information about our planet. There is no true educational or training substitute for time spent studying rocks and their relationships in the field, and as a core geology major requirement, it is especially important that students gain that experience in this class. The rocks of southern Minnesota are among the oldest in North America and offer a unique, relatively local glimpse into the igneous and metamorphic deep history of our planet. They are also very accessible from our location in a single weekend, and weather is almost always amenable for a short field trip in mid or late April. This class was new in Spring 2018 with current support from the College of Arts and Sciences through an instructional development award. Starting in 2020, the field trip will need to be funded through its own fees. Annually, laboratory supplies (rock microscope slides, microscope parts, etc.) must be replaced for this class to keep functioning. The class laboratories require particularly intense use of our teaching microscopes and rock sample collection. The balance of the fees after the field trip expenses will be used to cover replacement of lab supplies. Van rental: \$327/year; Fuel: \$400/year; Trip insurance: \$4; Mileage: \$50/year; Microscope slides: \$400/year. Total expenses: \$1181/year. Enrollment: 20 students/year. Proposed fee: \$50. Total Revenue: \$1000/year.

(53) Exploration Geophysics is the study of geophysical methods used for petroleum exploration: potential fields, seismology, electrical and electromagnetic surveying. The lab exercises for the course require the professional software (Geosoft) that has an annual subscription. The package price for 2018 was \$960; the similar amount is expected for 2019, which will be paid by the Department of Earth and Atmospheric Sciences. The requested lab fee is intended to partially cover the cost of the software license. Total expenses: \$960/year. Enrollment: 10 students/year. Proposed fee: \$25. Total Revenue: \$250/year.

(54) Investing in Strengths for Transfer Students is an online 0-credit seminar to help students transferring into the College of Business to gain understanding around their individual CliftonStrengths. The course fee will be used to purchase the CliftonStrengths Assessment code. The College purchases the codes in bulk for \$11.99 per code and then distributes the codes to students so that data can be collected in a single database. The course is modeled off of the first-year BSAD 111 that all incoming freshmen students take. Total expenses: \$4916/year. Enrollment 410 students/year. Proposed fee: \$10. Total Revenue: \$4100/year.

(55) Engineering Statics is the study of action of forces on engineering structures and machines. Demonstrations are now available to view online without previous associated costs. Fee is no longer needed.

(56) Strength of Materials studies stress and strain analysis in elastic materials. New instructor does not require materials for this lab. Fee is no longer needed.

(57) Kinematics and Dynamics of Machinery is the study of analysis of the motions, methods of design and determination of static and dynamic forces. Students use the 3D printers owned by the department and the fee covers the cost of various materials used to print things. New faculty are spending less for materials than previous instructors, prompting the request for a 50% fee reduction. Total expenses: 3D printing materials \$600/year. Enrollment: 120 students/year. Proposed fee: \$5. Total Revenue: \$600/year.

(58) Elements of Machine Design is the study of the design of machine elements under different conditions of loading. Design work includes a project of broader scope (done primarily out of class) requiring a breadth of knowledge. New instructor has changed the scope and content of the course. Fee is no longer needed.

(59) Engineering Dynamics is the study of force action related to displacement, velocity, and acceleration of rigid bodies. New instructor does not require materials for this lab. Fee is no longer needed.

(60) Fundamentals of Finite Elements studies derivation and implementation of the finite element method. The activities of this lab have changed from paper to online versions. Fee is no longer needed.

(61) Arts Alive at Nebraska explores the nature and function of the Arts in society, particularly our local community. One of the unique and primary components of this course is the attendance at multiple live events that occur in Kimball Recital Hall, Sheldon Museum, the Ross, and other venues in Lincoln. Having this "hands-on" experience gives the student a better opportunity to explore the creative process and the overall role and impact of the Arts. Ticket costs will vary each semester depending on what performances are available. Students will attend a minimum of 5 events. Tickets for 5 events each semester will likely total in excess of \$10,000. Total expenses: \$12,000/year. Enrollment: 150 students/year. Proposed fee: \$50. Total Revenue: \$7500/year.

(62) Each academic year, approximately 1,000 students enroll after the first day of classes at Nebraska. Students who enroll late are assessed a \$25 fee. Because the current late enrollment fee is minimal, many students accept the small penalty and delay enrolling. After reviewing Nebraska's late enrollment fee policy and those at our peer institutions, we propose increasing Nebraska's fee from \$25 to \$100. The goal of changing Nebraska's late enrollment fee policy is to deter students from enrolling late, allowing the university to support student success and successfully manage course demand. We have attempted to address the high number of late enrollments through increased communication. Each semester, Academic Services and Enrollment Management provides the academic advisors with a list of students who have not enrolled. The academic advisors personally contact each student through emails and phone calls -- multiple times in some cases, but student habits have not changed. We have determined it is necessary to update our late enrollment fee policy to more forcefully dis-incentivize late enrollment. Revenue is not the goal of this proposed fee increase; and for that reason, all revenues generated from the late enrollment fee will be directed to the central UNL budget. In the future (for instance as related to an RCM budget model), the revenue could be used to support student success initiatives in the Office of the Executive Vice Chancellor.

Nebraska College of Technical Agriculture Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020				
Department	Course	Current Fee 2018-2019	Proposed Fee 2019-2020	
AMS	ABM 1201 (Ag Business Foundation)	\$ -	\$ 20.00	(63)
APS	AGR 2103 (Building Construction)	\$ -	\$ 20.00	(64)
APS	ASI 1201 (Shooting Sports)	\$ -	\$ 50.00	(65)
APS	ASI 1241 (Ranch Horse Team I)	\$ -	\$ 10.00	(66)
APS	ASI 1341 (Ranch Horse Team II)	\$ -	\$ 10.00	(66)
APS	ASI 1031 (Rodeo Seminar)	\$ -	\$ 10.00	(67)
APS	ASI 2031 (Rodeo Seminar)	\$ -	\$ 10.00	(67)
APS	ASI 1222 (Livestock Evaluation/Judging)	\$ -	\$ 5.00	(68)
APS	ASI 1312 (Livestock Judging I)	\$ -	\$ 5.00	(68)
APS	ASI 2312 (Livestock Judging II)	\$ -	\$ 5.00	(68)
APS	ASI 2332 (Livestock Judging III)	\$ -	\$ 5.00	(68)
VTE	VTE 1111 (Stock Dog Seminar I)	\$ -	\$ 5.00	(69)
VTE	VTE 2111 (Stock Dog Seminar II)	\$ -	\$ 5.00	(69)
GenEd	AED 1023 (Interpersonal Skills for Leadership)	\$ -	\$ 15.00	(70)
GenEd	SCI 1204 (Technical Science)	\$ -	\$ 15.00	(71)

(63) The goal of this course is to help the student make a successful transition from high school to the College by providing the opportunity to explore the various Ag business disciplines and associated campus and career opportunities. The student will be asked to take an active involvement in academic issues and topics such as the facilities and offerings provided by AMS and NCTA, requirements for successful course and program completion, and the values and skills that lead to professional and personal success. Students will be given the opportunity to develop their "intercultural knowledge and competence" and "information literacy" skills and abilities. The materials for this class include the CliftonStrengths for Students: \$20. This is a one-hour credit course, offered in the Fall Semester, requiring availability of the material on the first day of class. Enrollment: 5 - 10 students/year. Total Revenue: \$100 - \$200/year.

(64) Materials for class projects and learning opportunities. Throughout the course, students utilize concrete, electricity, carpentry skills and measurement techniques. Fees offset project costs.

(65) Justification: Cost of clays and ammunition is above \$10,000/year. The number of students taking the course is increasing the cost of materials for the course.

(66) This course requires high Arena utilization. The added number of horses in the arena requires additional management with the needs of manure forks, wheelbarrows, soil management materials such as lime, and fly repellants for hotter class times, thus increasing costs. The proposed fee will cover the purchase of consumable items and annual replacement of wheel barrows that are used daily. Utilize the Arena 8-10 hours per week for 16 weeks per semester. Average class size of 8 generates \$160 per year.

(67) This course requires high Arena utilization. The added number of horses in the arena requires additional management with the needs of manure forks, wheelbarrows, soil management materials such as lime, and fly repellants for hotter class times, thus increasing costs. The proposed fee will cover the purchase of consumable items and annual replacement of wheel barrows that are used daily. Utilize the Arena 10-12 hours per week for 16 weeks per semester. Average class size of 6 generates \$120 per year.

(68) This course requires less Arena utilization than equine and rodeo. Utilize the Arena 6 days out of each semester, but during that time a large number of livestock are brought in for District Livestock Judging Competitions as well as Judging Clinics and Camps. The swine, sheep, goats and cattle leave a sizable mess, thus needing the additional fee for replacement of the manure forks, wheel barrows, soil management materials such as lime, and fly repellants for hotter class times, also increasing costs. The fee will cover the purchase of consumable items and annual replacement of wheel barrows. Average class size of 5 students generates \$25 per course.

(69) This fee will help reduce Arena cleanup and maintenance costs associated with stock dog training, practices and trials held once a month for two days usually on a weekend and 4 trials throughout the year. Practices and trials require bringing livestock to the Arena. Average class size of 8-10 students generates approx. \$50 per year.

(70) In this course, learning your own personality type is vital to learning how to understand yourself and others in such a way that encourages leadership and teamwork. The Real Colors personality test is a great visual way to help students understand a four-quadrant leadership system. Many 4-H and FFA programs in the state of Nebraska use this leadership tool, which makes it more readily understood by the majority of our students. In addition, the instructor is trained as a Real Colors facilitator. Course booklet (with shipping): \$15. Total expenses: \$1500/year. Enrollment: 75-100 students/ year. Total revenue: \$1125-1500/year.

(71) This lab fee will help assist with the cost of experiments as the General Education budget is quite small. The majority of supplies can be purchased in bulk, adding to some cost savings for the students. Most science courses with a lab require course fees to cover lab supplies and this modest fee will allow for greater learning opportunities. Examples of course lab materials include but are not limited to – glassware containers for lab experiments, chemicals for the creation of basic chemical reactions, general craft supplies for the 3D creation of plant and animal cells, DNA test kits, geologic and mineral samples for comparison, microscopes, supplies for testing the characteristics of physics through the building of bridges or with flying structures. Lab supplies: \$600; Total Expenses: \$600/year. Enrollment: 40 students/year. Total Revenue: \$600/year.

University of Nebraska Medical Center				
Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020				
Fee Type	Course	Current Fee 2018-2019	Proposed Fee 2019-2020	
College of Allied Health Professions				
Course Fees	Genetic Counseling			
	GC1 Fall Course Fee	\$ -	\$ 21.50	(72)
	GC1 Spring Course Fee	\$ -	\$ 21.50	(73)
	GC2 Fall Course Fee	\$ -	\$ 30.00	(74)
	GC2 Spring Course Fee	\$ -	\$ 185.00	(75)
Course Fees	Medical Nutrition			
	MMN1 Fall Course Fee	\$ 168.00	\$ 155.00	(76)
	MMN1 Spring Course Fee	\$ 328.00	\$ 315.00	(76)
	MMN1 Summer Course Fee	\$ 462.00	\$ 450.00	(77)
	MMN2 Fall Course Fee	\$ 75.00	\$ 150.00	(78)
	MMN2 Spring Course Fee	\$ 75.00	\$ -	(79)
Course Fees	Physical Therapy			
	PT1 Spring Course Fee	\$ 43.50	\$ 45.00	(80)
	PT1 Summer Course Fee	\$ 5.00	\$ 15.00	(81)
	PT2 Spring Course Fee	\$ 59.00	\$ 62.00	(82)
Course Fees	Physician Assistant			
	PA1 Summer Course Fee	\$ 645.00	\$ 655.00	(83)
College of Dentistry				
Course Fees	Dental Student Books & Instruments D3 Students	\$ 3,920.00	\$ 2,875.00	(84)
College of Medicine				
Course Fees	Pharmacology			
	PHARM 507 (PA, Clinical Perfusion)	\$ 30.00	\$ 35.00	(85)
	PHARM 470/570 (PT and Nursing)	\$ 30.00	\$ 35.00	(85)
	PHARM 680/682 (Pharmacy)	\$ 30.00	\$ 35.00	(85)
	M-ID 532 Acute Care Training	\$ -	\$ 40.00	(86)
	M-ID 635 Integrated Clinical Exp	\$ 40.00	\$ -	(87)
College of Nursing				
Course Fees	NRSG 386W	\$ 1,600.00	\$ -	(88)
College of Allied Health Professions				
Laboratory Fees	Medical Laboratory Science			
	MLS 302 Introduction to Hematology	\$ 20.00	\$ 20.00	(89)
	MLS 500 Application & Interpretation of Clinical Lab Data	\$ 25.00	\$ 25.00	(89)
	MLS Fall Laboratory Supplies Fee	\$ 280.00	\$ 280.00	(89)
Laboratory Fees	Physical Therapy			
	PT1 Fall Lab Fee	\$ 87.00	\$ 105.00	(90)
	PT1 Spring Lab Fee	\$ 45.00	\$ 20.00	(91)
	PT2 Spring Lab Fee	\$ 107.00	\$ 79.00	(92)

University of Nebraska Medical Center Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020			
Fee Type	Course	Current Fee 2018-2019	Proposed Fee 2019-2020
College of Medicine			
	Genetics, Cell Biology & Anatomy		
Laboratory Fees	GCBA Anatomy for PA	\$ 834.00	\$ 875.00 ⁽⁹³⁾
	GCBA Anatomy for PT	\$ 834.00	\$ 875.00 ⁽⁹³⁾
College of Medicine			
Miscellaneous Fees	COM Anatomy and Neuroanatomy Fee (First Year Only) 1st Semester	\$ 957.00	\$ 1,004.00 ⁽⁹⁴⁾
College of Nursing			
Miscellaneous Fees	CON ATI Learning System - Levels 01-05	\$ 27.00	\$ 30.00 ⁽⁹⁵⁾
College of Pharmacy			
Miscellaneous Fees	COP Technology Fee	\$ 250.00	\$ 275.00 ⁽⁹⁶⁾

(72) New flat fee for new program - Fee covers costs for fall standardized patient costs for GENC 610.

(73) New flat fee for new program - Fee covers costs for spring standardized patient costs for GENC 611.

(74) New flat fee for new program - Fee covers costs for fall strength assessment tool for GENC 710 course.

(75) New flat fee for new program - Fee covers costs for spring course fees for board practice exam in GENC 711 (\$55), LEND or project DOCC in GENC 718 (\$30), and research poster fee for GENC 722 (\$100).

(76) Removal of pager fees (\$35) and increase in standardized patient costs (from 2 hours equaling \$43 to 3 hours equaling \$65). Result is a net fee decrease of \$13.

(77) Fee reduction for removal of pager rental fees (\$12).

(78) Program moved from 5-term program to 4-term program. Curriculum changes created fee changes. Fee covers \$100 poster fee and \$50 abstract fee.

(79) Program moved from 5-term program to a 4-term program. There are no longer courses for the 5th term spring semester.

(80) Fee increased due to additional costs of standardized patients for medical interview simulation.

(81) Fee increase due to costs of printing supplemental materials and standardized patient costs for integrated simulation.

(82) Fee increased due to increased printing costs for student posters.

(83) Fee increased due to \$10 increase in costs of standardized patients for PHAS 637.

(84) Starting with the DDS Class of 2021, each class became responsible for purchasing their own textbooks. For 2019-20, the D1-D3 classes will purchase their own books. The College will continue to purchase books for the D4 class.

(85) Fee increased because revenue has not covered expenses (personnel and printing) the past two years for Pharmacology. Across the four associated courses, there is an annual gap of \$490. This increase of \$5 per student is projected to result in an ending balance of \$1092 dollars at the end of FY20.

(86) New fee to replace M-ID 635, which was eliminated in curriculum redesign. New fee will \$40 per student of medical supplies (gloves, mask, etc.) used in instruction of the J-Term program. Fee is same as was in place for the course being replaced. Project a zero balance at end of academic year.

(87) Fee no longer needed due to curriculum redesign for M1 and M2. Course replaced by M-ID 532.

(88) No longer a need to charge a portfolio fee as credits will no longer be attached to the student portfolio.

(89) No fee change, just shifting classification from course fee to lab fee.

(90) Increase due to additional costs of equipment and standardized patients used in educational simulation. Covers Fall lab fees for HMS I: range of motion measurement supplies (goniometer, inclinometer, tape measure- \$75), mobility (gait belts, equipment replacement/upkeep including wheelchairs, assistive devices for gait and devices to assist patients with transferring- \$20), and hourly salaries for standardized patients- (\$10).

(91) Decrease due to change in curriculum and supplies needed for labs.

(92) Decrease due to lower costs of supplies.

(93) Funds will be used to support the salaries (\$38,901), operating expenses (\$10,820), cadavers and memorial service expenses (\$38,940), supplies (\$16,720) and travel (\$6868) of the anatomy lab shared by the PA program and PT program.

(94) Funds will be used to support the salaries (\$38,901), operating expenses (\$10,720), cadavers and memorial service expenses (\$44,690), supplies (\$38,105) and travel (\$20,600) of the anatomy lab for Medical Students anatomy program.

(95) ATI product pricing increases about 6.5% annually. New rate is a result of dividing the average cost over the next two academic years (\$663,009) by the projected total student credit hours (22,072). A fee of \$30 is expected to cover expenses for each of the next 2 academic years.

(96) COP provides iPads to all students. Fees are also used for technology maintenance contracts, software, and supplies. Fee increase due to need to cover salary/benefits (\$33,948) for a .5 FTE Sim Lab technician that was previously funded by other temporary institutional funds.

University of Nebraska at Omaha Laboratory, Student, and Miscellaneous Fee Changes for 2019-2020				
Department	Course Number	Current Fee 2018-2019	Proposed Fee 2019-2020	
College of Arts and Sciences				
Geography/Geology	GEOL/GEOG 4260/GEOG 8266 Process Geomorphology (per student) (new lab fee)	\$ -	\$ 10.00	(97)
Geography/Geology	GEOL/GEOG 4330/GEOG 8336 Soil Genesis, Morphology and Classification (per student) (new lab fee)	\$ -	\$ 10.00	(98)
Geography/Geology	GEOL/GEOG 4640/GEOG 8646 Critical Zone Science (per student) (new lab fee)	\$ -	\$ 10.00	(99)
College of Communication, Fine Arts and Media				
Art	ART 3140 Computer Generated Imagery (per student) (new lab fee)	\$ -	\$ 100.00	(100)
Art	ART 3160 Game Design as Art (per student) (new lab fee)	\$ -	\$ 100.00	(101)
Art	ART 4190 Game Design Studio (per student) (new lab fee)	\$ -	\$ 100.00	(102)
College of Education				
Teacher Education	TED 2800 Science Methods and Design (per student) (new lab fee)	\$ -	\$ 20.00	(103)
College of Public Affairs and Community Service				
Aviation	AVN 3050 Unmanned Aircraft System Design, Development, and Maintenance (per student) (new lab fee)	\$ -	\$ 350.00	(104)
Miscellaneous Fees				
Academic Affairs and Enrollment Management/ Student Affairs	Access and Success Fee (per student)	\$ 98.05	\$ 104.15	(105)
Graduate Studies	Graduate Application Fee (degree)	\$ 45.00	\$ 50.00	(106)
Graduate Studies	Graduate Application Fee (certificate, nondegree, unclassified)	\$ 45.00	\$ 25.00	(106)
International Programs	International Student Fee (per student)	\$ 27.56	\$ 75.00	(107)

(97) The addition of a lab section allows students to engage in field experiences; student fees will help cover cost of transport to the field sites and/or replacement of field equipment such as clinometers, flow meters, compasses, and measuring tapes. The course is taught once every other year in the spring semester. Estimated enrollment per semester: 20 students; approximated cost per student per semester: \$10.

(98) The addition of a lab section and a focus on field and laboratory skills in the course require the use of consumable lab materials and field equipment. Currently, lab equipment and consumables are provided largely by the instructor's research lab materials, but will need replacement annually. Additionally, field experiences require transportation. The course is taught once per year in the fall. Estimated enrollment per semester: 12 students; approximated cost per student per semester: \$10.

(99) The addition of a lab section allows students to engage in field experiences; student fees will help cover cost of transport to the Intensively Managed Landscapes Critical Zone Observatory (IML CZO) in eastern Iowa. The course is taught once every other year in the spring semester. Estimated enrollment per semester: 14 students; approximated cost per student per semester: \$10.

(100) Art 3140 is a required course for media arts/game design students, in which they study and create interactive virtual art as contemporary art within a 3D virtual world platform. The costs incurred per semester include: 1) virtual server hosting and technical support (\$1000 per year) and 2) current/trending/emerging technology expense (\$800 per year). The virtual server is the "must" technology to host these virtual world/ virtual maker spaces for students' virtual art creation. Also, to keep up with the current, trending, and emerging technology, the expense to upgrade or update the current technology (hardware, software, online services, and accessories) for this course will be covered by the lab fee per year. Estimated enrollment per semester: 18 students; approximated cost per student per semester: \$100.

(101) Art 3160 is the entry-level course for beginning student game designers or any students (studio art, graphic design, or computer science) who would like to apply art and design skills, as well as game design and creative ideas, in traditional and contemporary gaming/art forms—either physical games, board games, or video games. The costs incurred per semester include: 1) current/trending/emerging technology upgrade/update (\$800 per year); 2) exemplars of art games, video games, and virtual reality (VR) games (\$300 per year); and 3) VR headsets, VR ready computers, and gaming accessories (\$900 per year). To keep up with the current, trending, and innovative gaming industry and prepare students for the competitive job market, access to current and innovative game titles (board games, video games, and VR games) as well emerging VR technology are extremely crucial. Since the future of gaming will have a strong connection to VR, the expense to upgrade or update the current gaming technology (hardware, software, online services, and accessories) for this course will be covered by the lab fee per semester. Estimated enrollment per semester: 20 students; approximated cost per student per semester: \$100.

(102) Art 4190 presents advanced student game designers with rewarding service-learning experiences. By working with real clients and teams, students apply their game design skills and specialties over the entire game development process in a real-world project. The costs incurred per semester include: 1) virtual server hosting and technical support (\$1000 per year), and 2) current/trending/emerging technology expense (\$800 per year). The virtual server will be the environment where students can work and test on their game prototypes — either mobile, online, or virtual world platforms—for their real-world projects. Also, to keep up with the current, trending, and emerging technology, the expense to upgrade or update the current technology (hardware, software, online services, and accessories) for this course will be covered by the lab fee per semester. Estimated enrollment per semester: 18 students; approximated cost per student per semester: \$100.

(103) Laboratory equipment, materials, and consumables costs for each semester of TED 2800 are required to successfully conduct high-altitude balloon (HAB) near-space experiments (NSEs) developed by enrolled students. A HAB launch requires a weather balloon, lifting gas, and GPS (global positioning system) tracking (monthly subscription). Student-developed NSEs require payload modules, single-board microprocessors, and appropriate experiment components (e.g., sensors and dependent variable platforms). HAB NSEs require materials such as payload security (e.g., tape, Velcro, and nylon cable ties), payload harnesses (e.g., paracord, tape, and carabiners), and batteries (i.e., AA and AAA). Estimated enrollment per semester: 24 students; approximated cost per student per semester: \$20.

(104) AVN 3050 will focus on the design, development, and maintenance of small unmanned aircraft systems. Students will learn UAS design, development, and maintenance principles. In addition, students will learn and practice necessary UAS assembly and maintenance skills, and apply the skillset to build small UAS from parts and conduct experimental flight in a simulated environment. A total of \$350 operating costs will be incurred in this course for purchasing the UAS parts, consumable supplies, and tools replacement. Those costs will be covered by charging a Lab fee from enrolled students in this course. The self-built small UAS by students will be given to the builder as a personal property. All other equipment, tools, and supplies are UAS lab properties of the Aviation Institute. Estimated enrollment per semester: 10 students; approximated cost per student per semester: \$350.

(105) The Student Access and Success Fee funds direct services to students in admissions, registration, and other campus support services. Through these programs, students are provided resources to assist them in being successful in their educational endeavors. An increase of approximately 6.2% (\$98.05 to \$104.15) is requested. The proposed increase breakdown is: \$47,986 (2% plus associated benefits on existing base); \$64,658 (needed to continue funding SASF at the 2018-19 level); \$40,000 (Accessibility Services Operating); and \$74,880 (salary and benefits for Title IX Investigator/Education Coordinator position.)

(106) With the implementation of CollegeNet as the graduate application system for UNO, UNL, and UNK, the fee structure needs to be changed to accommodate the fees associated with CollegeNet for ALL applications and have stable incoming revenue for UNO. The fee for degrees is increased \$5 to \$50 while the fee for certificates, non-degree, and unclassifieds is reduced to \$25. With these changes, we have the least impact on students and the anticipated revenue.

(107) The International Student Fee supports the International Student Advising team and activities for international students. The fee currently supports one International Student Advisor and a work study annually, but the fee increase would add support for the Assistant Director of International Advising. This position currently is funded by the Intensive English at UNO (ILUNO) Program. However, student enrollment for the program has dropped significantly over the past three years and the program can no longer continue to support this expense. The budgeted annual expense for all personal services, including benefits, is \$156,633. In addition, International Student Advisors must maintain their membership with NAFSA to receive the required training as Designated School Officials. This expense is \$500 annually for each advisor, totaling \$1,000. Also, International Advisors plan and administer events each semester to support international student success at UNO. This includes international student orientation, cultural visits across the community, and international picnics. The annual expense for the bus transport, food supplies, and building rentals for events and activities is \$10,500. Estimated enrollment per semester: 1,000 (fall), 1,000 (spring), 242 (summer); approximated cost per student per semester: \$75.

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Renaming the Bachelor of Science (BS) degree in Environmental Restoration Science to Environmental Science in the College of Agricultural Sciences and Natural Resources (CASNR) at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: January 19, 2007 – The renaming of the Environmental Soil Science major to the Environmental Restoration Science major within the School of Natural Resources was approved by President Milliken and reported to the Board.

EXPLANATION: The Environmental Restoration Science (ENRS) degree program began at UNL in the fall of 2006. Since its beginning, the ENRS degree was dedicated to training scientists who could solve environmental problems plaguing the planet (e.g. soil and water contamination, lake and stream eutrophication, and soil erosion).

The proposed name change was recommended as part of the Environmental Studies academic program review. This new name more accurately reflects the degree's emphasis as an interdisciplinary academic field.

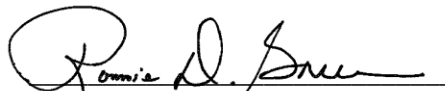
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.


PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

APPROVED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln


Hank M. Bounds, President
University of Nebraska

DATE: May 17, 2019

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Renaming the Department of Civil Engineering to the Department of Civil and Environmental Engineering in the College of Engineering at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: The UNL Department of Civil Engineering was established prior to modern records of Board approvals.

EXPLANATION: The proposed name change more accurately reflects the work of the department, will help improve the ability to recruit and retain high-quality students and faculty, and aligns the department with its peers across the Big Ten and similar institutions nationwide.

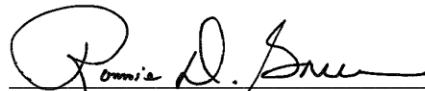
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: May 17, 2019

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

Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Renaming the PhD in Psychological Studies in Education to the PhD in Educational Psychology in the Department of Educational Psychology in the College of Education and Human Sciences at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: The PhD in Psychological Studies in Education at UNL was established prior to modern records of Board approvals.

EXPLANATION: UNL currently offers an Educational Specialist and Master of Arts in Educational Psychology. The proposed name change for the PhD in Psychological Studies in Education to the PhD in Educational Psychology would more accurately align all three degrees offered by the Department of Educational Psychology and reduce confusion among students applying to the program.

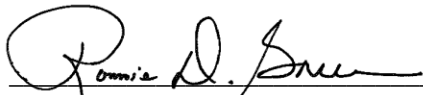
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.


PROGRAM COST: \$0 (No new faculty, staff, or additional expenses will be required.)

SOURCE OF FUNDS: Not applicable

SPONSOR: Donde Plowman
Executive Vice Chancellor and Chief Academic Officer

APPROVED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln


Hank M. Bounds, President
University of Nebraska

DATE: May 17, 2019

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

Business Affairs

MEETING DATE: June 28, 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 April 5, 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: June 3, 2019

University of Nebraska
 Business Affairs Report – Bids and Contracts

Period Ending: April 5, 2019
 Meeting Date: June 28, 2019

Type of Action	Campus	Description	Funding Source	Approved Budget Amount	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Contract Services	UNL	HVAC Controls/Services-UNL Housing	Auxiliaries and Services Funds	\$1,100,574.70	\$1,100,574.70	Control Management, Inc.	Sole Source
Consultant	UNL	City Campus (multiple) Scott Engineering Center Renovation and Link Replacement (LB957)	Bond	\$5,651,000	\$5,651,000	RDG Schutte Wilscam Birge Inc.	A/E Consultant
Construction	UNMC	Wittson hall renovation	Cash	\$ 20,000,000	\$ 19,730,000	Hausmann	Lowest responsible bidder
Construction	UNMC	DOC Adult Dentistry Renovation	Cash	\$ 1,100,000	\$ 1,015,400	Myers Leapley Construction (MCL)	Lowest responsible bidder
Construction	UNMC	2019 Campus parking lot repair	Cash	\$2,500,000	\$ 2,434,582.00	Core Construction and Byrne & Jones Construction	Lowest responsible bidder

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter January 1, 2019 through March 31, 2019

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/18-9/30/2018	\$599,578	\$58,716,677	\$1,000,000	\$9,376,687	\$69,692,942
10/1/18-12/31/2018	\$299,924	\$26,911,927	0	\$8,031,127	\$35,242,978
1/1/19-3/31/2019	\$440,226	\$38,854,656	0	\$8,861,847	\$48,156,729
4/1/19-6/30/2019	0	0	0	0	0
Fiscal YTD Totals	<u>\$1,339,728</u>	<u>\$124,483,260</u>	<u>\$1,000,000</u>	<u>\$26,269,661</u>	<u>\$153,092,649</u>
2017-18 Totals	<u>\$2,228,251</u>	<u>\$206,899,073</u>	<u>\$0</u>	<u>\$55,539,475</u>	<u>\$264,666,799</u>
2016-17 Totals	<u>\$2,446,250</u>	<u>\$217,726,700</u>	<u>\$0</u>	<u>\$27,241,529</u>	<u>\$247,414,479</u>

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

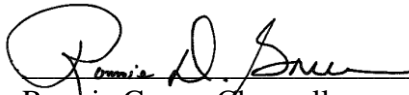
B - Grants of \$1,000,000 and more are itemized on the attached pages

C - All bequests are itemized on the attached pages

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

SPONSOR: Bob Wilhelm
Vice Chancellor for Research and Economic Development

APPROVED:



Ronnie Green, Chancellor
University of Nebraska-Lincoln

DATE: April 26, 2019

**UNIVERSITY OF NEBRASKA-LINCOLN
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER JANUARY 1, 2019 – MARCH 31, 2019**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>\$440,226</u>
	Total Gifts for the Quarter	<u>\$440,226</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Justin Chase Brown Vice Chancellor for Student Affairs	Undergraduate Scholarships FY 18-19	\$6,826,841
Dept of Transportation	Laurence Rilett Department of Civil Engineering	University Transportation Centers Open Competition 2016	\$2,574,300
Dept of Agriculture-ARS	Archie Clutter Dean's Office for Agricultural Research Division	U.S. Meat Animal Research Center	\$2,000,000
Ne Dept of Transportation	Karla Lechtenberg Midwest Roadside Safety	NYS DOT-MASH-1: MASH 2016 Safety Hardware Evaluations - Phase I System C1 and C3	\$1,239,301
	Subtotal		\$12,640,442
	Total amount of all Grants under \$1,000,000		<u>\$26,214,214</u>
	Total Grants for the Quarter		<u>\$38,854,656</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Industry Sponsor	Wallace Buchholz Biological Process Development Facility	Tech Transfer, Development, & Manufacturing of rhMG53	\$1,012,320
Industry Sponsor	Wallace Buchholz Biological Process Development Facility	Tech Transfer, Development, & Manufacturing of rhMG53	\$925,000

Ne Game & Parks Commission	John Benson School of Natural Resources	Assessment of Adult Female and Neonatal Mule Deer (<i>Odocoileus hemionus</i>) Survival, Movements, and Habitat Use in Nebraska	\$656,650
DOD-Defense Threat Reduction Agency	Sina Balkir Department of Electrical and Computer Engineering	Low-Power Signal-Processing Electronics for Unattended Radiation Monitoring Sensors	\$557,135
Florida Dept of Education	Kurt Geisinger Department of Educational Psychology	2017-2018 Audit of the Florida State Testing Program	\$473,363
		Subtotal	\$3,624,468
		Total amount of all Contracts under \$400,000	<u>\$5,237,379</u>
		Total Contracts for the Quarter	<u>\$8,861,847</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter January 1, 2019 through March 31, 2019

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/2018-9/30/2018	\$179,011	\$43,907,312	\$0	\$10,591,147	\$54,677,470
10/1/18-12/31/2018	\$318,081	\$21,475,261	\$0	\$13,348,681	\$35,142,023
1/1/2019-3/31/2019	\$359,705	\$13,848,870	\$0	\$12,156,274	\$26,364,849
4/1/2019-6/30/2019	\$0	\$0	\$0	\$0	\$0
Fiscal YTD Totals	<u>\$856,797</u>	<u>\$79,231,443</u>	<u>\$0</u>	<u>\$36,098,102</u>	<u>\$116,184,342</u>
2017-18 Totals	<u>\$635,866</u>	<u>\$102,621,022</u>	<u>\$0</u>	<u>\$54,744,727</u>	<u>\$158,001,615</u>
2016-17 Totals	<u>\$729,072</u>	<u>\$93,642,966</u>	<u>\$0</u>	<u>\$69,671,631</u>	<u>\$164,043,669</u>

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

SPONSOR: Jennifer L. Larsen, M.D.
Vice Chancellor of Research

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

DATE: June 11, 2019

**UNIVERSITY OF NEBRASKA MEDICAL CENTER
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER JANUARY 1, 2019 – MARCH 31, 2019**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Team Jack Foundation	Pediatric brain cancer research	\$250,000
	Subtotal	\$250,000
	Total amount of gifts under \$100,000	<u>\$109,705</u>
	Total Gifts for the Quarter	<u>\$359,705</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$0
		Total amount of all Grants under \$1,000,000	<u>\$13,848,870</u>
		Total Grants for the Quarter	<u>\$13,848,870</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	---New---		
NE DHHS	COPH Biosecurity & Biopreparedness	The Nebraska Center for Bioterrorism Education	\$610,406
	---New---		
Emory University	COPH Environ, Agri & Occ Health	National Ebola Training and Education Center (NETEC) Supplement	\$1,329,399
	---New---		
Mayo Clinic	Pathology/Microbiology	Molecular Pathogenesis and genetic etiology of newly defined subgroups of PTCL-NOS	\$440,974
	---New---		
NE DHHS	Int Med Infectious Diseases	NEBRASKA ANTIMICROBIAL STEWARDSHIP ASSESSMENT AND PROMOTION (NEBRASKA ASAP) SUBAWARD	\$957,815
	---New---		
Juno Therapeutics, Inc.	Int Med Oncology/Hematology	An Open-Label, Phase 1 Safety and Phase 2 Randomized Study of JCAR017 in Subjects with Relapsed or Refractory	\$449,823

		Chronic Lymphocytic Leukemia or Small Lymphocytic Lymphoma (CLL) Phase 2 Study Comparing Efficacy and Safety of ABT- 165 plus FOLFIRI vs Bevacizumab plus FOLFIRI in Metastatic Colorectal Cancer Previously Treated with Fluoropyrimidine/Oxaliplatin and Bevacizumab (ACCRU)	
Mayo Clinic	---New--- Int Med Oncology/Hematology	A Phase 2, Multi-Cohort, Open-Label, Multicenter Study to Determine the Efficacy and Safety of bb2121 in Subjects wth Relapsed and Refractory Multiple Myeloma and in Subjects with High-Risk Multiple Myeloma Having Progressed Within...	\$664,833
Celgene Corporation	---New--- Int Med Oncology/Hematology	(KarMMa-2)	\$652,945
	Subtotal		\$5,106,195
	Total amount of all Contracts under \$400,000		<u>\$7,050,079</u>
	Total Contracts for the Quarter		<u>\$12,156,274</u>

TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter January 1, 2019 through March 31, 2019

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/18-9/30/2018	\$1,511,782	\$14,305,848	\$0	\$522,996	\$16,340,626
10/1/18-12/31/2018	\$1,579,435	\$5,819,625	\$0	\$499,702	\$7,898,762
1/1/19-3/31/2019	\$4,267,420	\$10,526,224	\$0	\$218,691	\$15,012,335
4/1/19-6/30/2019					
Fiscal YTD Totals	<u>\$7,358,637</u>	<u>\$30,651,697</u>	<u>\$0</u>	<u>\$1,241,389</u>	<u>\$39,251,723</u>
2017-2018 Totals	\$10,379,869	\$40,438,396	\$314,925	\$1,603,259	\$52,736,449
2016-2017 Totals	\$8,846,128	\$31,331,365	\$69,260	\$1,603,925	\$41,850,678

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

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

APPROVED: 

Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE: May 1, 2019

**UNIVERSITY OF NEBRASKA AT OMAHA
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER JANUARY 1 – MARCH 31, 2019**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Fall, 2018 Scholarships	1,928,095
NU Foundation	Sherwood Service Learning Academy Year One	107,364
NU Foundation	Service Learning Academy Fund	104,440
NU Foundation	Spring, 2019 Scholarships	1,340,835
	Subtotal	\$3,480,734
	Total amount of gifts under \$100,000	<u>\$786,686</u>
	Total Gifts for the Quarter	<u>\$4,267,420</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
U.S. Dept Education	Financial Aid	Student Aid/Traineeship	\$7,276,511
		Subtotal	\$7,276,511
		Total amount of all Grants under \$1,000,000	<u>\$3,249,713</u>
		Total Grants for the Quarter	<u>\$10,526,224</u>

Bequests

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

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$0
		Total amount of all Contracts under \$400,000	\$218,691
		Total Contracts for the Quarter	<u>\$218,691</u>

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Quarterly Status of Capital Construction Projects

RECOMMENDED ACTION: Report

EXPLANATION: This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends one year following substantial completion.

The report fulfills the requirements of RP-6.3.6.2.e and RP-6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending March 31, 2019.

The report is available at: <http://nebraska.edu/docs/facilities/2019-03-31QuarterlyStatusOfCapitalConstructionProjects.pdf>

SPONSOR: Mark Miller
Associate Vice President for Facilities Management

RECOMMENDED: Chris Kabourek
Vice President for Business and Finance | CFO

DATE: May 1, 2019

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of March 31, 2019

KEARNEY

Nebraskan Student Union Remodel

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
3/31/2017									\$4,889,700	
Construction Start:	12/15/2017		Schemmer Associates, Inc.	5/30/2017	\$392,900	1	\$57,400	A/E Four Year Consultant	Non Construction:	\$1,110,300
Construction Complete:	8/1/2018	9/6/2018	Hausmann Construction	8/16/2017	\$4,648,490	3	\$30,485	CM at Risk	Total Project Cost:	\$6,000,000
Phase:	Warranty								% funds expended:	88%
									Funding Source	
									Auxiliary	\$1,000,000
									Revenue Bonds	\$5,000,000
									Total Funding	\$6,000,000

Otto Olsen Replacement Building (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/27/2017									\$24,276,500	
Construction Start:	5/30/2018		BCDM Architects	4/18/2017	\$1,458,000			A/E Consultant Selection	Non Construction:	\$5,723,500
Construction Complete:	10/31/2019	3/23/2020	Hausmann Construction	6/22/2018	\$24,229,898	1	\$0	CM at Risk	Total Project Cost:	\$30,000,000
Phase:	Construction								% funds expended:	23%
									Funding Source	
									State Appropriations	\$30,000,000
									Total Funding	\$30,000,000

Plambeck Early Childhood Education Center (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/27/2017									\$6,305,000	
Construction Start:	8/28/2018		RDG Planning & Design	2/8/2017	\$545,000	1	\$92,600	A/E Four Year Consultant	Non Construction:	\$1,495,000
Construction Complete:	10/30/2019	9/13/2019	Hampton Enterprises	8/28/2018	\$5,088,365	1	\$39,360	Low Responsible Bid	Total Project Cost:	\$7,800,000
Phase:	Construction								% funds expended:	40%
									Funding Source	
									Private/Trust	\$1,000,000
									Revolving	\$4,800,000
									State Appropriations	\$2,000,000
									Total Funding	\$7,800,000

Storm & Sanitary Sewer Replacement

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017										
Construction Start:	5/15/2018		Olsson Associates	8/25/2017	\$105,500			A/E Four Year Consultant	Non Construction:	\$3,000,000
Construction Complete:	5/15/2019	9/17/2018	Midlands Contracting, Inc.	6/13/2018	\$1,162,710	4	(\$17,389)	Low Responsible Bid	Total Project Cost:	\$3,000,000
Phase:	Warranty								% funds expended:	48%
									Funding Source	
									Campus Funds	\$3,000,000
									Total Funding	\$3,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of March 31, 2019

KEARNEY

Village Flats (Student Housing)

BoR Schedule Dates

Project Approved: 4/10/2015

Construction Start: 1/11/2017

Construction Complete: 7/1/2018

Phase: Warranty

Contracts

Sub. Comp. Provider

Date

Amount

CO No.

CO Amt.

Contracting Method

Approved Budget

Construction: \$14,000,000

Non Construction: \$2,000,000

Total Project Cost: \$16,000,000

% funds expended: 100%

Funding Source

Revenue Bonds \$4,000,000

Revenue Bonds \$12,000,000

Total Funding \$16,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of March 31, 2019

LINCOLN

C.Y. Thompson Learning Commons

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
9/19/2014									\$16,877,000	
Construction Start:	7/1/2019		DLR Group Inc	2/11/2015	\$1,260,000	1	\$78,500	A/E Consultant Selection	Non Construction:	\$5,623,000
Construction Complete:	11/30/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$22,500,000
Phase:	Design								% funds expended:	4%
									Funding Source	
									Private/Trust	\$20,000,000
									Campus Funds	\$2,500,000
									Total Funding	\$22,500,000

Carson Center for Emerging Media Arts

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/5/2017									\$5,953,000	
Construction Start:	8/8/2018		HDR Architecture, Inc.	10/20/2017	\$600,000			A/E Four Year Consultant	Non Construction:	\$3,047,000
Construction Complete:	7/31/2019	7/31/2019	Hampton Enterprises	8/21/2018	\$1,012,324	1	\$119,948	Low Responsible Bid	Total Project Cost:	\$9,000,000
Phase:	Construction								% funds expended:	28%
									Funding Source	
									Private/Trust	\$9,000,000
									Total Funding	\$9,000,000

Cather and Pound Halls and Dining Demolition

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
11/18/2016									\$6,633,900	
Construction Start:	6/5/2017		Olsson Associates	9/20/2016	\$47,000	5	\$52,733	A/E Four Year Consultant	Non Construction:	\$666,100
Construction Complete:	5/15/2018	5/1/2018	Ark Wrecking	6/5/2017	\$3,234,000	1	\$49,320	Low Responsible Bid	Total Project Cost:	\$7,300,000
Phase:	Warranty								% funds expended:	77%
									Funding Source	
									Revenue Bonds	\$7,300,000
									Total Funding	\$7,300,000

Devaney Sports Center Gymnastics Training Facility

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$11,583,000	
Construction Start:	8/1/2018		The Clark Enersen Partners	10/23/2017	\$896,000			A/E Consultant Selection	Non Construction:	\$2,493,000
Construction Complete:	12/1/2019	12/2/2019	Hausmann Construction	7/31/2018	\$11,059,000	1	(\$184,377)	Low Responsible Bid	Total Project Cost:	\$14,076,000
Phase:	Construction								% funds expended:	29%
									Funding Source	
									Auxiliary	\$14,076,000
									Total Funding	\$14,076,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of March 31, 2019

LINCOLN

Hamilton Hall 3rd Floor North Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
12/4/2018									\$2,838,000	
Construction Start:	12/30/2019		Consultant TBD					A/E Four Year Consultant	Non Construction:	\$562,000
Construction Complete:	8/31/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$3,400,000
Phase:	Design								% funds expended:	0%
									Funding Source	
									Campus Funds	\$3,400,000
									Total Funding	\$3,400,000

Health Center & College of Nursing (UNMC/UNL)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/12/2015									\$32,797,000	
Construction Start:	11/10/2016		Alley Poyner Macchietto Architectu	11/23/2015	\$2,538,000	2	\$68,750	A/E Consultant Selection	Non Construction:	\$11,102,000
Construction Complete:	5/4/2018	5/25/2018	Hausmann Construction	11/10/2016	\$21,115,900	24	\$1,089,107	Low Responsible Bid	Total Project Cost:	\$43,899,000
Phase:	Warranty								% funds expended:	77%
									Funding Source	
									State Appropriations	\$8,400,000
									Auxiliary	\$6,000,000
									Facilities Corp	\$17,999,000
									Other	\$11,500,000
									Total Funding	\$43,899,000

Life Sciences Annex Gnotobiotic Vivarium Addition

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
12/4/2018									\$4,106,000	
Construction Start:	8/30/2019		The Clark Enersen Partners	12/10/2018	\$289,000			A/E Four Year Consultant	Non Construction:	\$894,000
Construction Complete:	7/30/2020		Contractor TBD					Low Responsible Bid	Total Project Cost:	\$5,000,000
Phase:	Design								% funds expended:	2%
									Funding Source	
									Private/Trust	\$5,000,000
									Total Funding	\$5,000,000

Loop Road Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/11/2017									\$2,685,000	
Construction Start:	5/1/2018		Olsson Associates	11/21/2017	\$149,125			A/E Four Year Consultant	Non Construction:	\$2,685,000
Construction Complete:	11/30/2018	8/17/2018	K2 Construction	5/18/2018	\$2,045,674	1	(\$153,092)	Low Responsible Bid	Total Project Cost:	\$2,685,000
Phase:	Warranty								% funds expended:	98%
									Funding Source	
									Auxiliary	\$2,685,000
									Total Funding	\$2,685,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of March 31, 2019

LINCOLN

Mabel Lee Hall Replacement Building (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/1/2017									\$33,460,000	
10/1/2019			Sinclair Hille Architects	10/11/2017	\$2,450,000	1	\$307,846	A/E Consultant Selection	Non Construction:	\$12,540,000
5/1/2021			Contractor TBD					Low Responsible Bid	Total Project Cost:	\$46,000,000
Phase: Design									% funds expended:	3%
									Funding Source	
									State Appropriations	\$40,000,000
									Private/Trust	\$6,000,000
									Total Funding	\$46,000,000

Morrill Hall 4th Floor Redevelopment

BoR Schedule Dates		Contracts						Approved Budget										
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:									
6/12/2015									\$8,246,000									
9/29/2017			Kenneth Hahn Architects	7/29/2016	\$1,150,000	4	\$150,205	A/E Consultant Selection	Non Construction:	\$3,187,000								
6/29/2018		9/26/2018	Sampson Construction Company	9/23/2017	\$2,897,500	12	\$301,356	Low Responsible Bid	Total Project Cost:	\$11,433,000								
Phase: Warranty									% funds expended:	87%								
									1/28/2019	Pacific Studio, Inc.	4/16/2018	\$4,407,184	5	\$158,556	Low Responsible Bid			
									Funding Source									
									Private/Trust	\$11,433,000								
									Total Funding	\$11,433,000								

Nebraska East Union Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/5/2017									\$24,086,000	
10/1/2018			RDG Planning & Design	3/20/2018	\$1,510,000	1	\$206,000	A/E Consultant Selection	Non Construction:	\$4,509,000
8/1/2020		6/5/2020	Hausmann Construction	10/17/2018	\$15,000	1	\$21,565,881	CM at Risk	Total Project Cost:	\$28,595,000
Phase: Construction									% funds expended:	10%
									Funding Source	
									Campus Funds	\$1,995,000
									Campus Funds	\$7,100,000
									Auxiliary	\$1,100,000
									Revenue Bonds	\$18,400,000
									Total Funding	\$28,595,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of March 31, 2019

LINCOLN

Scott Engineering Center Renovation & Link Replacement (LB957)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	8/3/2018	Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	\$64,226,000
Construction Start:	6/17/2019		RDG Planning & Design	11/30/2018	\$5,651,000			A/E Consultant Selection	Non Construction:	\$11,230,000
Construction Complete:	9/16/2022		Contractor TBD					CM at Risk	Total Project Cost:	\$75,456,000
Phase: Design									% funds expended:	1%
									Funding Source	
									Private/Trust	\$5,456,000
									State Appropriations	\$70,000,000
									Total Funding	\$75,456,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

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MEDICAL CENTER

2016 Utility Energy Infrastructure Upgrade

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
1/29/2016									\$13,694,000	
Construction Start:	3/30/2016		Morrissey Engineering	1/26/2017	\$220,000			A/E Four Year Consultant	Non Construction:	\$1,306,000
Construction Complete:	5/15/2017	5/15/2017	Midwest Mechanical Contractors of	9/26/2016	\$1,313,600	2	\$17,802	Low Responsible Bid	Total Project Cost:	\$15,000,000
Phase: Warranty		8/31/2016	Trane US Inc	3/30/2016	\$1,011,937	1	\$105,337	Low Responsible Bid	% funds expended:	100%
		11/15/2018	Sampson Construction Company	9/11/2017	\$1,500,000			Low Responsible Bid		
		8/31/2016	Trane US Inc	4/6/2016	\$425,000			Low Responsible Bid		
									Funding Source	
									Facilities Corp	\$15,000,000
									Total Funding	\$15,000,000

Davis Global Center for Advanced Interprofessional Learning

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/9/2015									\$76,093,898	
Construction Start:	1/10/2017		The Clark Enersen Partners	3/7/2016	\$4,480,000	6	\$1,583,611	A/E Consultant Selection	Non Construction:	\$45,707,102
Construction Complete:	11/25/2018	7/21/2019	Sampson Construction Company	5/24/2017	\$60,633,000	26	\$7,415,994	Low Responsible Bid	Total Project Cost:	\$121,801,000
Phase: Construction		4/28/2017	Hausmann Construction	1/10/2017	\$1,794,000	4	\$323,394	Low Responsible Bid	% funds expended:	62%
									Funding Source	
									Private/Trust	\$79,870,000
									Federal	\$16,931,000
									State Appropriations	\$25,000,000
									Total Funding	\$121,801,000

Durham Outpatient Center Dentistry Clinic Expansion

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
8/3/2018									\$1,639,000	
Construction Start:			Schemmer Associates, Inc.	1/9/2018	\$82,560			A/E Four Year Consultant	Non Construction:	\$986,574
Construction Complete:			Patterson Dental Supply, Inc.	11/6/2018	\$631,275			Sole Source	Total Project Cost:	\$2,625,574
Phase: Construction									% funds expended:	4%
									Funding Source	
									Campus Funds	\$2,625,574
									Total Funding	\$2,625,574

**University of Nebraska Quarterly Status Report
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As of March 31, 2019

MEDICAL CENTER

Williams Science Hall Renovation (LB957)

BoR Schedule Dates		Contracts					Contracting Method		Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.		Construction:	
6/1/2017								A/E Consultant Selection	\$10,462,000	
Construction Start:	10/1/2018		RDG Planning & Design	10/2/2017	\$602,000			Low Responsible Bid	\$2,211,000	
Construction Complete:	5/31/2020		Contractor TBD						Total Project Cost:	\$12,673,000
Phase: Design									% funds expended:	8%
									Funding Source	
									Private/Trust	\$2,673,000
									State Appropriations	\$10,000,000
									Total Funding	\$12,673,000

Wittson Hall Renovation & Wigton Heritage Center (LB957)

BoR Schedule Dates		Contracts					Contracting Method		Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.		Construction:	
8/11/2017								A/E Consultant Selection	\$21,844,000	
Construction Start:	11/1/2018		HDR Architecture, Inc.	10/13/2017	\$1,018,500			Low Responsible Bid	\$4,156,000	
Construction Complete:	7/1/2021		Contractor TBD						Total Project Cost:	\$26,000,000
Phase: Design									% funds expended:	7%
									Funding Source	
									State Appropriations	\$18,000,000
									Private/Trust	\$8,000,000
									Total Funding	\$26,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of March 31, 2019

OMAHA

Arts & Sciences Hall Renovation (LB957)

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
10/5/2017									\$10,184,729		
Construction Start:	7/15/2018		Farris Engineering	2/13/2018	\$649,000			A/E Four Year Consultant	Non Construction:	\$1,815,271	
Construction Complete:	8/1/2020	8/19/2020	Meco-Henne Contractors, Inc.	10/9/2018	\$6,020,000			Low Responsible Bid	Total Project Cost:	\$12,000,000	
Phase:	Construction									% funds expended:	13%
										Funding Source	
										Revenue Bonds	\$12,000,000
										Total Funding	\$12,000,000

Biomechanics Research Building Addition

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
8/11/2017									\$9,751,800		
Construction Start:	5/1/2018		Schemmer Associates, Inc.	8/14/2017	\$648,000	2	\$31,469	A/E Four Year Consultant	Non Construction:	\$1,858,200	
Construction Complete:	9/1/2019	8/8/2019	Meyers-Carlisle-Leapley Constructi	1/22/2018	\$24,380	1	\$9,505,428	CM at Risk	Total Project Cost:	\$11,610,000	
Phase:	Construction									% funds expended:	46%
										Funding Source	
										Private/Trust	\$11,610,000
										Total Funding	\$11,610,000

Durham Science Center Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
12/4/2018									\$14,364,000		
Construction Start:	5/31/2020		Consultant TBD					A/E Consultant Selection	Non Construction:	\$5,636,000	
Construction Complete:	8/30/2022		Contractor TBD					CM at Risk	Total Project Cost:	\$20,000,000	
Phase:	Planning									% funds expended:	1%
										Funding Source	
										Private/Trust	\$20,000,000
										Total Funding	\$20,000,000

Mammel Hall Addition

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
10/3/2018									\$12,849,000		
Construction Start:	9/1/2019		Contractor TBD					Design-Build	Non Construction:	\$4,151,000	
Construction Complete:	4/1/2021								Total Project Cost:	\$17,000,000	
Phase:	Planning									% funds expended:	3%
										Funding Source	
										Private/Trust	\$17,000,000
										Total Funding	\$17,000,000

University of Nebraska Quarterly Status Report
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OMAHA

Munroe-Meyer Institute Facility Replacement (LB957)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
3/29/2019									\$38,221,000	
Construction Start:	6/1/2019		Altus Architectural Studios	9/14/2018	\$2,389,932			A/E Consultant Selection	Non Construction:	\$46,864,210
Construction Complete:	6/1/2020		Contractor TBD					CM at Risk	Total Project Cost:	\$85,085,210
Phase: Design									% funds expended:	1%
									Funding Source	
									State Appropriations	\$10,000,000
									Auxiliary	\$5,000,000
									Campus Funds	\$2,500,000
									Private/Trust	\$67,585,210
									Total Funding	\$85,085,210

Strauss Performing Arts Center Addition & Renovation (LB957)

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
7/22/2016									\$14,083,000	
Construction Start:	6/23/2017		HDR Architecture, Inc.	9/7/2016	\$1,200,000	3	\$13,060	A/E Consultant Selection	Non Construction:	\$4,217,000
Construction Complete:	12/31/2018	12/31/2018	Weitz Company, LLC	4/1/2015	\$13,724,000	3	\$359,000	CM at Risk	Total Project Cost:	\$18,300,000
Phase: Construction									% funds expended:	89%
									Funding Source	
									State Appropriations	\$9,000,000
									Campus Funds	\$300,000
									Private/Trust	\$9,000,000
									Total Funding	\$18,300,000

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

MEETING DATE: June 28, 2019

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: On June 1, 2017, the Board of Regents approved the Program Statement for the Mabel Lee Hall Renovation at the University of Nebraska-Lincoln.

March 29, 2018, the Board of Regents accepted the program verification report approving the replacement of Mabel Lee Hall instead of renovation.


On January 25, 2019, the Board of Regents approved a budget increase of \$6 million for the Mabel Lee Hall Replacement.

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

UNL – Mabel Lee Hall Replacement

	<i>Program Verification</i>	<i>Intermediate Design</i>
Total Project Budget:	\$40,000,000	\$46,000,000
Construction Budget:	\$33,550,000	\$36,450,000
Non Construction Budget:	\$6,450,000	\$9,550,000
NSF:	110,092	117,855
GSF:	117,800	126,590
Substantial Completion:	May 2021	November 2021

SPONSOR: T. Mark Miller
Associate Vice President for Facilities Management

APPROVED: 
Chris J. Kabourek
Vice President | CFO

DATE: June 3, 2019

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

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Business Affairs Committee Approval of Intermediate Design Report

RECOMMENDED ACTION: Report


PREVIOUS ACTION: On December 4, 2018, the Board of Regents approved the Program Statement for the Gnotobiotic Mouse Vivarium at the University of Nebraska-Lincoln.

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

UNL – Gnotobiotic Mouse Vivarium

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget:	\$5,000,000	\$5,000,000
Construction Budget:	\$4,106,000	\$4,159,000
Non Construction Budget:	\$894,000	\$841,000
NSF:	11,285	12,910
GSF:	12,490	15,776
Substantial Completion:	July 2020	July 2020

SPONSOR: T. Mark Miller
Associate Vice President for Facilities Management

APPROVED: 
Chris J. Kabourek
Vice President | CFO

DATE: June 3, 2019

TO: The Board of Regents Addendum IX-D-13
Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Renaming several rooms located in the Nebraska Unions at the University of Nebraska-Lincoln (UNL), pursuant to *Board of Regents Policy* RP-6.2.7.3.a

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Bounds and Chancellor Green have approved the renaming of the following rooms located in UNL's City and East Campus Unions:

City Union:

- Colonial Room A & B, renamed Platte River Room North & South
- Georgian Room, renamed Chimney Rock
- Room 212, renamed Seven Generations
- Room 213, renamed Four Winds

East Union:


- Arbor Suite, renamed Arbor Suite A
- Cottonwood Room and Sycamore Room, renamed Arbor Suite B
- Prairie Suite (Columbine Room, Goldenrod Room, and Sunflower Room), renamed Prairie Suite A, B and C
- Room 301, renamed Legacy A
- Room 302, renamed Legacy B

Nebraska Unions administrative staff, Advisory Board, and ASUN Diversity and Inclusion Committee members submitted these recommendations to replace outdated names. The names pay homage to the history of the state through recognizable landmarks and contributions of Native Nebraskans and, in two cases, connect to the East Campus history and Legacy Plaza.

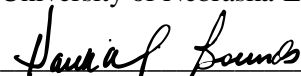
The proposal was reviewed and recommended for approval by the Business Affairs Committee.

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Hank M. Bounds, President
University of Nebraska

DATE: June 15, 2019

TO: The Board of Regents Addendum IX-D-14

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Naming of selected rooms within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning at the University of Nebraska Medical Center, pursuant to *Board of Regents Policy* RP-6.2.7.3

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 1, 2017 - Name the Global Center for Advanced Interprofessional Learning the "Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning".

October 9, 2015 - The Board of Regents approved the program statement and budget for the Global Center for Advanced Interprofessional Learning to be constructed on the University of Nebraska Medical Center campus in Omaha.

EXPLANATION: President Bounds and Chancellor Gold have approved the naming of the following areas within the Dr. Edwin Davis and Dorothy Balbach Davis Global Center for Advanced Interprofessional Learning:

Donor: Clarkson Regional Health Services
Description: Holographic Theater – Level 1
Naming: Clarkson Regional Health Services Holographic Theater

Donor: Dr. Edward and Sally Malashock
Description: Atrium – Level 1
Naming: Dr. Edward & Sally Malashock Atrium

Donor: Nebraska Medicine
Description: Surgical Care 2050 – Level 3
Naming: Nebraska Medicine Surgical Care 2050

Donor: D. David and Martha Slosburg
Description: 3D Curved CAD Wall Room – Level 1
Naming: 3D Curved CAD Wall in Memory of Ali Slosburg,
given by Martha and David Slosburg

Donor: Dorothy and Stanley M. Truhlsen M.D.
Description: Global Conference Room – Level 1
Naming: Dorothy and Stanley M. Truhlsen M.D. Global
Conference Room

Donor: Hawkins Sisters Foundation
Description: Pediatric Care Unit – Level 2
Naming: Aspen Drake Seemann Pediatric Care

Donor: Dr. Dennis & Ann Ross
Description: Procedural Skills Lab – Level 2
Naming: Dr. Dennis and Ann Ross Procedural Skills Lab

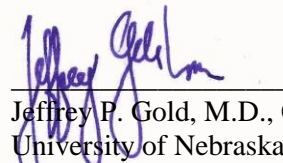
Donor: Gilbert M. & Martha H. Hitchcock Foundation
Description: Pre-Briefing Room – Level 2
Naming: The Gilbert M. and Martha H. Hitchcock Foundation
Pre-Briefing Room

With the naming of this area as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors' generous support to the University of Nebraska and UNMC.

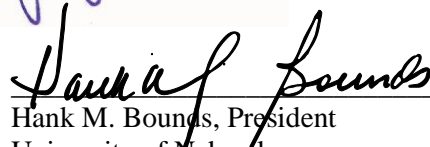
SPONSOR:

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

APPROVED:



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



Hank M. Bounds, President
University of Nebraska

DATE:

June 4, 2019

TO: The Board of Regents Addendum IX-D-15
Academic Affairs

MEETING DATE: June 28, 2019

SUBJECT: Revisions to rules and regulations for faculty and student self-government organizations: Revisions to the Constitution of the College of Arts and Sciences at the University of Nebraska at Kearney

RECOMMENDED ACTION: Report

PREVIOUS ACTION: January 10, 2010 – The Board approved an amendment of Section 1.2 paragraph three of the *Bylaws of the Board of Regents of the University of Nebraska* to revise the process for approval of rules and regulations for faculty and student self-government organizations.


EXPLANATION: The *Bylaws of the Board of Regents* Section 1.2 as amended on January 10, 2010 state, “In any case where any officer, group or agency has been authorized by these *Bylaws* to adopt rules or regulations, such rules or regulations, before they may be effective, shall be:

- (1) considered by the officer, group or agency at a public hearing held after giving reasonable advance public notice thereof;
- (2) reviewed and approved by the General Counsel for consistency with these *Bylaws* and applicable policies, laws and regulations; and
- (3) filed with the Corporation Secretary for report to the Board. The President and cognizant Chancellor are to be timely provided with a courtesy copy of any public hearing notice.”

Consistent with these *Bylaws* and operating procedures, the following changes have been filed with the Corporation Secretary since the last meeting of the Board:

- Revisions to the Constitution of the College of Arts and Sciences at the University of Nebraska at Kearney

REPORTED BY:


Carmen K. Maurer
Corporation Secretary

DATE: April 24, 2019

47 The individual must hold a faculty rank of Lecturer, Senior Lecturer,
48 Instructor, Assistant Professor, Associate Professor, or Professor.

49
50 The individual's employment status with the University of Nebraska at Kearney
51 must include eligibility for 1.0 full-time equivalent (FTE) fringe benefits.

52
53 The individual's non-administrative workload assignment within the College
54 must be equal to or greater than 0.5 FTE.

55
56 The individual's administrative workload assignment cannot exceed 0.5 FTE.

57
58 Qualifying individuals with workload responsibilities in more than one UNK
59 college will declare in which college they desire to be a voting member.

60
61 Qualifying individuals with workload responsibilities in more than one division
62 within the College of Arts and Sciences will be a voting member in the
63 division with the greatest workload share. If there are equal workload shares in
64 more than one division, the individual will declare in which division she or he
65 desires to be a voting member.

66
67 c. *Ex Officio* Membership:

68 The Dean of the College of Arts and Sciences and such other persons as may be
69 designated by the Faculty shall be *ex officio* members of the Faculty, without
70 voting privileges.

71
72 **Article III: College Meetings**

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74 a) Regular business meetings will be held at least once per semester, at a time
75 designated by the Dean with at least a two-week notice given to the Faculty.
76
77 b) Special meetings may be called by the Dean of the College. Special meetings must
78 be called by the Dean within ten working days after petition by at least ten Faculty
79 members, by request of the Advisory Committee, or by vote of the Faculty when in
80 regular or special session.
81
82 c) Thirty percent of the Faculty constitutes a quorum at any meeting of the Faculty.
83 When voting is conducted via mail, faculty are assumed to be absent unless they cast
84 a vote. In this case, a quorum is met when at least thirty percent of the Faculty cast a
85 vote. In the case of the creation or change of College policy, the quorum and
86 minimum voting percentage threshold is increased to at least 50%.
87
88 d) Meetings will be conducted according to Robert's Rules of Order, Newly Revised
89 where not in conflict with the Constitution or Bylaws of the College.
90
91

92 **Article IV: Committees**

93

94 Section 1. Standing Committees.

95 There shall be four standing committees: the Advisory Committee, the Educational Policy
96 Committee, the Rank and Tenure Committee, and the Oversight Committee.

97 A. The Advisory Committee shall:

98 1) Advise the Dean on matters initiated by the Committee or by the
99 Faculty;

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2) Advise the Dean of matters he or she refers to it;

3) Advise the Dean on implementation of policy;

4) Review the long term and general aspects of the College's
activities, including staff, faculty and facility requirements;

5) Propose policies for presentation to the Faculty;

6) Have general review responsibility and make recommendations
concerning leave of absence and sabbatical policies within the
College;

7) Advise the Dean on grievances amongst the Faculty.

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114 B. The Educational Policy Committee shall:

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1) Advise the Dean on all matters of educational policy;

2) Exercise general oversight of the College's academic standards;

3) Evaluate and may recommend proposals concerning admission
and graduation requirements, including changes in degree
requirements, new programs, and new degrees;

4) Be authorized by the Faculty to pass on student petitions for
relief from College rules, determine addition of courses, deletion
of courses, and changes in course names and numbers. After
acting under this authorization, the Committee will circulate its
decisions in writing to the Faculty. These decisions will be
considered approved unless, within fifteen working days of
issuance, action is initiated under Article III, section b and c.;

5) Serve in an advisory capacity to the Dean for students who
believe that evaluation of their academic progress has been
prejudiced or capricious. Committee procedures shall provide for
changing of a student's evaluation, upon the committee's finding
that an academic evaluation by a member of the faculty has been
prejudiced or capricious.

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C. The Rank and Tenure Committee shall:

- 1) Ensure that departments comply with Regents Bylaws 4.5 and 4.6 and UNK Guidelines: Evaluation, Promotion, and Tenure, Article IV. 2, which state that each department shall establish a written set of procedures, guidelines, and criteria for evaluation for promotion and tenure.
- 2) Review departmental rank and tenure recommendations.
- 3) Work with the Dean to determine rank and tenure recommendations for the College. If ~~the~~ a recommendation differs from the Departmental Peer Review Committee or the Department Chair, then a written rationale must be submitted.
- 4) Advise the Dean on other personnel matters directly related to Rank and Tenure.

If ~~the~~ a recommendation of the Rank and Tenure Committee differs from the department or the Dean's recommendation, the Dean shall so inform the Vice Chancellor for Academic Affairs and the Chancellor.

D. The Oversight Committee shall:

- 1) Advise the Dean on matters relating to the philosophy of the College as outlined in the Preamble of the Constitution.
- 2) Exercise general oversight to ensure that the College's policies and procedures adhere to the philosophy of the College.
- 3) Organize and conduct elections within the College.
- 4) Review procedures for selection of Departmental Chairs. This may include providing oversight in balloting for reappointment of incumbents.

Section 2. Special Committees.

Special committees for holding elections, resolving grievances, addressing ad hoc issues, etc., may be created by the Dean, by the Faculty, or by the Standing Committees.

Section 3. Committee membership.

- 1) The Dean is an *ex officio* member of committees of the College, without voting privileges.
- 2) The members of the Rank and Tenure Committee will be tenured faculty, excluding Department chairs and College

181 Assistant/Associate Deans, at the rank of Associate Professor
182 and/or Professor. Members of the committee shall not serve
183 during the academic year they present themselves for promotion.
184

- 185 3) The Advisory Committee, the Oversight Committee, and the
186 Educational Policy Committee will have faculty as members.
187
- 188 4) Means of election and the number of faculty members of the
189 standing committees will be as prescribed in the Bylaws of the
190 College.
191
- 192 5) Two members from each Division shall be elected to each of the
193 standing committees, and no standing committee shall have more
194 than one member from a department. Department Chairs shall be
195 considered members of the faculty, but are excluded from
196 membership on the Rank & Tenure Committee. Terms of service
197 shall be for two years, with staggered terms so that one-half of
198 the faculty membership seats are elected every year. To ensure
199 staggered terms for each College "Division," the Advisory
200 Committee shall be empowered to set terms shorter than two
201 years; however, incumbent members' terms shall not be
202 shortened.
203
- 204 6) Faculty members of the Advisory Committee, the Educational
205 Policy Committee, the Rank and Tenure Committee, and the
206 Oversight Committee shall not be eligible for more than two
207 consecutive, 2-year terms, or for membership on more than one
208 standing committee at any given time.
209
- 210 7) In case of a vacancy on a standing committee, a special election
211 will be held for the purpose of electing a replacement.
212
- 213 8) Members of special committees will be appointed by the Dean,
214 unless otherwise determined for special committees created by
215 the Faculty.
216

217 **Article V: Office of the Dean**

218 Section 1. Responsibilities.

219 The Dean of the College shall provide educational leadership; be
220 the officer primarily charged with the administration of the College;
221 serve as intermediary between the College and the University; be the
222 presiding officer at Faculty meetings; appoint a parliamentarian
223 after consultation with the Advisory Committee; report to the
224 Faculty at regular business meetings on the status of past College policy;
225 serve to resolve grade appeals with the aid of an appointed appeals
226 committee if deemed necessary.

227 Section 2. Selection of the Dean, Associate Deans and Assistant Deans.
228 Appointment of the Dean, Associate Deans, and Assistant Deans shall be
229 recommended to the President and the Board of Regents by the
230 Chancellor, following procedures specified in the Bylaws of the Board of
231 Regents. At least every third anniversary year of appointment, the
232 Advisory Committee shall make recommendations to the Chancellor or
233 designated representative concerning continued appointment of the Dean,
234 Associate Dean, or Assistant Dean.
235

236 Section 3. Temporary vacancy.
237 In case of incapacitation or other temporary vacancy in the office of the
238 Dean, the Advisory Committee shall confer with the Vice Chancellor for
239 Academic Affairs on the appointment of an Acting Dean.
240

241 **Article VI: Departments**

242 Section 1. Definition

243 A department is an academic community of a professional discipline and interest
244 and an administrative unit of the College. Subject to the jurisdiction of
245 institutions that have overall responsibility for the University of Nebraska at
246 Kearney and in conformity with the policies of the College of Arts and Sciences,
247 a department shall determine its policies and programs through means adopted by
248 the department. The Chair of the department or the departmental staff may make
249 recommendations to the Dean and Faculty of the College concerning the welfare
250 of the department or its relations to other departments. Before making such
251 recommendations the Chair of the department shall consult with the departmental
252 faculty. Where the recommendation of the Chair differs from the advice given by
253 the departmental faculty, the Chair shall so inform the Dean. Meetings of the
254 departmental staff may be called by the Chancellor, the Dean, the chair, or
255 by a majority of its members.
256

257 Section 2. Chair.

- 258 1) The Department Chair shall be responsible to the Dean for departmental
259 administration; be the department's official representative in all matters
260 except those delegated to other members of the department; and serve as
261 intermediary between the department and other individuals and units of
262 the University.
263
- 264 2) Chairs shall be appointed by the Board of Regents, upon recommendation
265 of the Dean, after appropriate consultation with the departmental faculty
266 and concurrence by the Chancellor and the President, for a term not
267 exceeding five years but eligible for reappointment. Prior to
268 recommending the reappointment of a chair, the Dean shall take a closed
269 ballot of the department members on the question of reappointment of the
270 incumbent.
271

272 3) In case of a vacancy existing or pending in a department chair, the Dean
273 will request the department to provide suggestions and the name or names
274 of candidates, a request which shall be fulfilled through means adopted by
275 the department.

276
277 Section 3. Council of Department Chairs and Directors.

278 1) The Council of Department Chairs shall consist of Deans, Assistant and
279 Associate Deans, Chairs and Directors of all departments and programs of
280 the College. The Dean and Assistant and Associate Deans of the College,
281 and the Directors of divisions or programs administered by the College,
282 shall be non-voting members of the Council. In the event a member must
283 be absent from a Council meeting, a representative to the Council meeting
284 may be appointed by the absent member.

285 The Council shall:

286 a.) Advise the Dean in matters relating to administrative policies and
287 procedures within the College of Arts and Sciences and its
288 departments or other administrative units. These advisory duties shall
289 not supersede those delegated to the Advisory and Educational Policy
290 Committees as defined in Article II, Section 1.

291 b.) Make recommendations to the Dean in matters relating to University
292 administrative policies and procedures which affect the College of
293 Arts and Sciences and its departments or other administrative units.

294 c.) Provide a forum for discussion of mutual problems and concerns
295 relating to the administration of departments or other units within the
296 College of Arts and Sciences.

297 2) The Council shall convene at regular intervals to be determined by the
298 membership at the beginning of each academic year. Any member may
299 request the presiding officer to include an item in the agenda of a regular
300 meeting. Special meetings of the Council may be called at the request of
301 the Dean, the Vice Chancellor for Academic Affairs, the Chancellor, or
302 any member of the Council.

303 3) The Dean is the presiding officer of the Council. In addition to chairing
304 meetings of the Council, the Dean shall be responsible for:

305 a) Establishing a meeting time for the Council and calling
306 special meetings at the request of the Vice Chancellor for
307 Academic Affairs, the Chancellor, or Council members.

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- b) Receiving agenda items for Council meetings and distributing agendas to Council members.

Article VII. Supra-Departmental or Inter-Departmental Units.

Supra-Departmental or Inter-Departmental units, such as schools, divisions, and interdisciplinary programs, may be established. Channels of administrative communication shall be defined when such units are created.

Article VIII. Amendments.

Section 1. Proposal of Amendments.

Amendments to the Constitution or Bylaws of the College may be proposed by the Advisory Committee, or by at least twenty Faculty members who provide the amendments to the Advisory Committee. In either case, amendments must be provided to the Faculty no later than ten working days before a regular Faculty meeting or a special Faculty meeting.

Section 2. Approval of Amendments.

- a) Proposed amendments to the Constitution will be circulated in writing to the Faculty by the Advisory Committee at least five working days prior to the next regular Faculty meeting or a special Faculty meeting. Voting will be by distributed ballot either at the meeting or by subsequent paper mail or electronic mail, as determined by the Oversight Committee. A simple majority approval of the Faculty voting on the question will be necessary for resolution of the question.
- b) Proposed amendments to the Bylaws will be circulated in writing to the Faculty by the Advisory Committee at least five working days prior to the next regular or special faculty meeting. Voting will be by distributed ballot either at the meeting or by subsequent paper mail or electronic mail, as determined by the Oversight Committee. A simple majority approval of the Faculty voting on the question will be necessary for adoption.

Article IX. Approval of Policy

“Policy” under this Constitution is defined as any substantive rule that governs College operations, arises under the jurisdiction of one or more of the standing committees of the College, and is not normally contained in the College Constitution or Bylaws. Any member of the College with voting privileges has the right to propose policy. In the case of the creation or change of College policy, the quorum to recommend and voting percentage to pass must be at least 50% of the College faculty.

Article X. Acceptance of the Constitution.

Majority approval of the Faculty voting on the question will be necessary for acceptance of this Constitution, which will become effective upon promulgation by the Chancellor of the University of Nebraska at Kearney and the Board of Regents of the University of Nebraska.

359 **Bylaws**
360 **UNK College of Arts and Sciences**

361
362 **Section 1. Election of faculty to standing committees.**

363 The Oversight Committee shall organize, conduct, and/or monitor the election processes of all
364 Standing Committee seats as required by the Constitution and in accordance with the following
365 Bylaws.

366
367 **A. General:** The election of Standing Committee members shall be conducted during spring
368 semester in two steps: division faculty shall nominate representatives in the primary election, and
369 the division faculty shall elect the representative for each division. In the primaries, the Dean or
370 designate shall submit to the faculty members of each division a list of all eligible division
371 faculty members for each committee. This will consist of all full-time faculty members who
372 would be expected to serve the full term of the position (e.g., are not imminently retiring). Any
373 faculty member that has received a nomination and whose willingness to serve has been
374 confirmed by the Oversight Committee shall be placed on the election ballot. The elections shall
375 be conducted in sequence: in even numbered years the Advisory Committee and Rank and
376 Tenure Committee elections will precede, but in odd numbered years the Educational Policy
377 Committee and Oversight Committee elections will occur first.

378
379 **B. Faculty Residency:** For purposes of distributing ballots to eligible voters, a faculty member
380 shall be considered a member of the department in which the larger portion of that person's
381 teaching load is assigned. Departmental membership, for the purposes of elections, shall be
382 required of all personnel. A faculty member whose load is evenly divided between two
383 departments or whose assignment is difficult to determine because of load fluctuations shall
384 declare department affiliation for purposes of voting and holding office.

385
386 **C. Nomination Forms:** The Oversight Committee shall distribute Nomination Forms to eligible
387 voters providing information regarding eligibility of nominees. The Nomination Form shall
388 provide a space for the written consent of a nominee in order for that person to be included on an
389 Election Ballot. E-mail or other electronic communication may be used in lieu of a written
390 nomination form and nominee consent.

391
392 **D. Nominees:** After the results of the nomination process have been determined, the Oversight
393 Committee shall create and distribute an Election Ballot that lists the names of all consenting
394 nominees as candidates for open seats. In the event that no single candidate receives a majority
395 of the votes cast, a runoff election between the two candidates receiving the highest number of
396 votes will decide the winner. Elected members shall assume their duties at the beginning of the
397 academic year and shall serve for three years.

398
399 **E. Validity of Election:** The Oversight Committee is responsible for ensuring that all elections
400 are fair and valid. Concerns about the validity of an election should be directed to the Oversight
401 Committee. When the validity of an election is challenged, the Oversight Committee shall decide
402 whether the election results should stand or be invalidated.

403

404 **F. Invalid Election:** In the event the Oversight Committee determines that an election is
405 invalid, the faculty members whose Standing Committee positions are being filled by the
406 election will continue to serve until a new election is conducted.

407
408 **G. Corrective Election:** In the event that the Oversight Committee determines that an election
409 is invalid, the Oversight Committee will conduct a new election as soon as possible in
410 accordance with the constitutionally specified procedures.

411

412 **Section 2. Standing Committee size.**

413 a) The Advisory Committee shall be composed of two faculty members from each division.

414

415 b) The Educational Policy Committee shall be composed of two faculty members from each
416 division.

417

418 c) The Rank and Tenure Committee shall be composed of two faculty members from each
419 division.

420

421 d) The Oversight Committee shall be composed of two faculty-members from each division.

422

423 **Section 3. Committee procedures.**

424 1) Each Standing Committee will have a Chair and a Secretary elected by its members.

425

426 2) The Standing Committee Chair will plan and run the meetings, as well as be the
427 spokesperson and contact for the committee.

428

429 3) The Secretary of the Standing Committee will take the minutes and report them to the
430 Chair of the Committee.

431

432 4) The Standing Committees will only meet and vote on action items if a quorum exists. For
433 the Advisory, Educational Policy, and Oversight Committees, a quorum is defined as 75%
434 of the committee, or 6 of the 8 members. For the Rank and Tenure Committee, a quorum
435 is 100%, or all 8 members must be present.

436

437 5) The Chair of the Advisory, Educational Policy, and Oversight Standing Committees does
438 not vote, unless it is to cast the deciding vote. A deciding vote is a vote which breaks or
439 creates a tie; motions require majority votes to be enacted, and thus motions are not
440 enacted when a tie is created.

441

442 Draft agreed by voice affirmation at CAS Constitution meeting on November 8, 2018. Compiled
443 by Paul Twigg.

444 Suggested revisions in this draft recommended by NU General Counsel November 26, 2018.

TO: The Board of Regents Addendum IX-D-16
Academic Affairs Committee

MEETING DATE: June 28, 2019

SUBJECT: Strategic Framework Report on Research

RECOMMENDED ACTION: Report

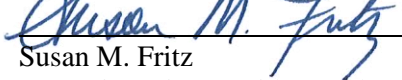
PREVIOUS ACTION: June 28, 2018 – The Strategic Framework Report on Research was provided to the Board of Regents.

EXPLANATION: This report is on the accountability measure for the Strategic Framework goal 4-a-i, “Increase federal support for instruction, research and development, and public service.”

The accountability measure is to increase UNL and UNMC federal research expenditures by 20% more than the weighted total federal appropriations per year on a three-year rolling average. The metric report considers expenditures for FY2016, 2017 and 2018. UNMC met the metric target, while UNL fell just short. Both campuses, year to year, continue to increase their extramural research expenditures. The University of Nebraska’s total research expenditures reached a record high of \$358 million in FY 2018.

Additional data is presented showing the amount and source for all extramural research expenditures as submitted for the NSF Higher Education Research and Development Survey.

SPONSOR: David S. Jackson
Vice Provost

APPROVED: 
Susan M. Fritz
Executive Vice President and Provost

DATE: May 23, 2019

TO: The Board of Regents

Business Affairs

MEETING DATE: June 28, 2019

SUBJECT: Strategic Framework Report on State Funding and Tuition
Accountability Measures

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: Attached is a report on FY 2019-20 state funding and tuition
accountability measure performance.

SPONSOR: Chris J. Kabourek
Vice President | CFO

APPROVED: Hank M. Bounds, President
University of Nebraska

DATE: June 21, 2019

STATE FUNDING AND TUITION ACCOUNTABILITY MEASURES REPORT

2019-20 Targets

State Funding (1-a-i) and Tuition (1-a-ii)

Secure state funding sufficient to support access to high quality programs, keep tuition increases moderate and predictable for students and families, consistent with goals of both access and quality.

Reporting Period	Accountability Measure	Report Date	Reporting Committee
FY 2019-20	Attain sufficient state funding and manage the cost effectiveness of the University so that tuition increases do not exceed 6%.	June 2019	Business

2019-20 Performance

State Funding



The Governor and the Legislature affirmed their strong support of affordable, excellent education for the 52,000 students of the University by funding the University’s budget request, resulting in state funding increases of 3% in 2019-20 and 3.7% for 2019-21.

Cost Management

While pleased with the support from the state – coming on the heels of multiple rounds of cuts that have necessitated \$28 million in administrative and programmatic reductions – NU’s budget request was not enough to cover all its needs. Adjusted for inflation, the university’s 2019-20 budget will be flat or down for a second consecutive year.

Tuition

The State’s partnership is a key reason NU will be able to hold tuition increases to an average of 2.75% over the next two years. With the minimal increases, tuition rates at NU campuses will continue to be well below those at peer institutions.

State Funding Change (1-a-i) FY 2019-20			Tuition Change (1-a-ii) FY 2019-20		
	<u>Target</u>	<u>Performance</u>		<u>Target</u>	<u>Performance</u>
	State funding + cost mgmt. = <6% tuition increase	3.0%		State funding + cost mgmt. = <6% tuition increase	2.75%

Lincoln, Nebraska
May 30, 2019

The Board of Regents of the University of Nebraska met on May 30, 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 126).

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 May 23, 2019.

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:

Hank M. Bounds, President
Susan M. Fritz, 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
Christopher J. Kabourek, Vice President for Business and Finance | CFO
James P. Pottorff, Vice President and General Counsel

University official not present:

Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Michael J. Boehm, Vice President for Agriculture and Natural Resources

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.

Chairman Clare announced the location of the Open Meetings Act in the board room.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Kenney and seconded by Pillen to approve the minutes and ratify the actions of the regularly scheduled meeting on March 29, 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.

President Bounds welcomed Brett Blackman, whom the President has selected to be Vice President for Information Technology, University of Nebraska, effective July 1, 2019.

IV. PUBLIC COMMENT

Giselle Nevarez spoke on the topic of campus culture at UNL.

Miranda Melson spoke on the topic of campus culture at UNL.

Mar Lee spoke on the topic of UNL's Title IX Office.

Luz Sotelo spoke on the topic of campus climate and culture at UNL.

V. CLOSED SESSION

Motion Moved by Phares and seconded by Hawks that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subjects:

- Personnel matters involving members of the university staff; and
- Strategy with respect to litigation.

Chairman Clare declared that the closed session would be strictly limited to a discussion of:

- Personnel matters involving members of the university staff; and
- Strategy with respect to litigation.

Action Student Opinion: Voting Aye: Ozanne, Yousuf, Johnson, and Kent. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Hawks. Motion carried.

The Board went into closed session at 9:24 a.m. The Board reconvened the open meeting at 11:42 a.m.

VI. UNIVERSITY AGENDA

A. ACADEMIC AFFAIRS

Motion Moved by Schafer and seconded by Phares to approve item VI-A-1

VI-A-1 Approve Susan M. Fritz, Ph.D., as Interim President of the University of Nebraska;
Approve Board of Director Memberships

There was discussion, led by Chairman Clare, who noted the historic significance attached to the appointment of the first women President of the University.

Action Student Opinion: Voting Aye: Yousuf, Johnson, Kent, and Ozanne. Voting Aye: O'Connor, Phares, Pillen, Schafer, Weitz, Clare, and Kenney. Voting No: Hawks. Motion carried.

Interim President-Elect Fritz thanked the Board, stating her intentions to continue building on the foundations established by President Bounds. President Bounds offered remarks in support of Dr. Fritz's appointment.

B. REPORT

Motion Moved by Phares and seconded by Schafer to approve item VI-B-1

VI-B-1 Accept report and affirm delegated authority to enter into contract with AGB Search, LLC.

Action Student Opinion: Voting Aye: Johnson, Kent, Ozanne, and Yousuf. Voting Aye: Phares, Pillen, Schafer, Weitz, Clare, Hawks, Kenney, and O'Connor. Motion carried.

XI. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Clare at 11:59 a.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 publically convened session on Thursday, May 30, 2019 at 9:00 a.m. in the board room of Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

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

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

Dated: May 23, 2019

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

**UNIVERSITY OF NEBRASKA BOARD OF REGENTS
JUNE 28, 2019**

FACULTY SENATE PRESIDENTS

Dawn Mollenkopf, University of Nebraska at Kearney, Associate Professor, Department of Teacher Education, College of Education

Kevin Hanrahan, University of Nebraska-Lincoln, Associate Professor, Voice and Vocal Pedagogy, Glenn Korff School of Music

Allison Cushman-Vokoun, University of Nebraska Medical Center, Associate Professor, Department of Pathology and Microbiology and Medical Director of the Molecular Diagnostics Laboratory, Nebraska Medicine

Matthew Hale, University of Nebraska at Omaha, Assistant Professor, School of Interdisciplinary Informatics, College of Information Science and Technology

PRESENTATION

Roderick (Rod) J. McDavis became the Managing Principal of AGB Search on March 1, 2017 after serving as president of Ohio University for 13 years. Dr. McDavis is responsible for leading and managing all components of AGB Search including executive search, interim search, and compensation evaluation services. During his career, he has held various academic and administrative positions at the University of Florida, University of Arkansas, Virginia Commonwealth University, and Ohio University. Dr. McDavis earned his B.S. degree in social sciences in secondary education from Ohio University, his M.S. degree in student personnel administration from the University of Dayton, and his Ph.D. in counselor education from the University of Toledo.