



Board of Regents Meeting

Nebraska Innovation Campus Conference Center



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, April 9, 2021, at 9:00 a.m. at the Nebraska Innovation Campus Conference Center, 2021 Transformation Drive, Lincoln, Nebraska.

An agenda of subjects to be considered at said meeting, kept on a continually current basis, is available for inspection in the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, or at <https://nebraska.edu/regents/agendas-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: April 2, 2021

Stacia L. Palser
Interim Corporation Secretary
Board of Regents
University of Nebraska

Board of Regents

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

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Nebraska Innovation Campus Conference Center,
2021 Transformation Drive,
Lincoln, Nebraska 68508
Friday, April 9, 2021
9:00 a.m.

Health and safety protocols will be in place. Masks or face coverings are required.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON FEBRUARY 12, 2021
- IV. PRESENTATIONS
Legislative Update: Senator Mike Hilgers, Speaker of the Legislature

2020 Presidential Medal of Service
- V. KUDOS
Jami Koester, University of Nebraska at Kearney
Jeff Burdic, University of Nebraska-Lincoln
Lisa Muschall, University of Nebraska Medical Center
Lori Arias, University of Nebraska at Omaha
- VI. RESOLUTIONS
Recognition for Regent Max Beal, University of Nebraska at Kearney
Recognition for Regent Veronica Miller, University of Nebraska-Lincoln
Recognition for Regent Thomas Schroeder, University of Nebraska Medical Center
Recognition for Regent Jabin Moore, University of Nebraska at Omaha
- VII. HEARINGS
Amend Sections 3.4.4, 4.4.1 and 4.4.5, and Chapter IV, of the *Bylaws the Board of Regents* of the University of Nebraska.
- VIII. PRESIDENT’S REMARKS
- IX. 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.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - B. BUSINESS AND FINANCE

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

1. Approve the attached amendments to Section 3.4.4 of the *Bylaws of the Board of Regents*, related to assignment of duties, and Chapter IV of the *Bylaws of the Board of Regents*, related to rights and responsibilities of professional staff, Addendum XI-A-1
2. Approve the attached amendments to Sections 4.4.1 and 4.4.5 of the *Bylaws of the Board of Regents*, related to Extension Personnel, Addendum XI-A-2

University of Nebraska-Lincoln

3. Approval to eliminate the Bachelor of Arts (BA) and Bachelor of Science (BS) in Medieval and Renaissance Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL), Addendum XI-A-3
4. Approval to create an 18-credit hour Animal Science Management Undergraduate Certificate in the Department of Animal Science in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XI-A-4
5. Approval to create the Bachelor of Science (BS) in Plant and Landscape Systems in the Department of Agronomy and Horticulture in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL), Addendum XI-A-5
6. Approval to create the Bachelor of Science in Business Administration (BSBA) in Law and Business in the College of Business at the University of Nebraska-Lincoln (UNL), Addendum XI-A-6

University of Nebraska Medical Center

7. Approval to create a Master of Science (MS) in Biostatistics to be administered by Graduate Studies and the Department of Biostatistics in the College of Public Health at the University of Nebraska Medical Center (UNMC), Addendum XI-A-7

University of Nebraska Medical Center and University of Nebraska at Omaha

8. Approval to establish the Center for Biomedical Informatics Research and Innovation (CBIRI) to be jointly administered by the University of Nebraska Medical Center (UNMC) and the University of Nebraska at Omaha (UNO), Addendum XI-A-8

University of Nebraska at Omaha

9. Approval to establish the Samuel Bak Academic Learning Center to be administered by the Office of Academic Affairs at the University of Nebraska at Omaha (UNO), Addendum XI-A-9
10. Approval to create the Bachelor of Science (BS) in Pharmaceutical Sciences in the Department of Chemistry in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO), Addendum XI-A-10

B. BUSINESS AND FINANCE

University of Nebraska

1. Approve the attached amendments to *Board of Regents Policy* RP-6.6.4, Investment of Endowment and Similar Funds, Addendum XI-B-1
2. Approval of Facilities Program Bonds authorized pursuant to the University of Nebraska Facilities Program, Addendum XI-B-2

University of Nebraska-Lincoln

3. Approve execution of a Standard Form Guaranteed Maximum Price (GMP) Contract Amendment to the Construction Manager at Risk (CMR) contract for North Stadium Expansion at the University of Nebraska-Lincoln (UNL), Addendum XI-B-3

4. Approve execution of a Standard Form Construction Agreement for First Phase of Outdoor Track Replacement at the University of Nebraska-Lincoln (UNL), Addendum XI-B-4
5. Approve a budget increase for Kiewit Hall at the University of Nebraska-Lincoln (UNL), Addendum XI-B-5
6. Approve three interlocal agreement templates to serve as operational agreements between the University and each of Nebraska's 93 counties for the provision of extension services, Addendum XI-B-6

University of Nebraska Medical Center

7. Approve the acquisition of the property located at 4524 Farnam Street and 4602 Farnam Street, Omaha, Nebraska for the University of Nebraska Medical Center, Addendum XI-B-7
8. Approve up to \$5.0 million from the University's Internal Loan Program to implement high priority critical planning and engineering support efforts for an RFQ/RFP for the Central Utility Plant, West Utility Plant and upgrades for the Building Management Systems to evaluate capacity increase needs, improve reliability, and address high priority needs to meet campus growth and provide increased cyber security protection of multiple building systems, Addendum XI-B-8
9. Approve the Amended and Restated Institutional Affiliation Agreement between the University, on behalf of the University of Nebraska Medical Center's College of Medicine, and Children's Hospital & Medical Center, Addendum XI-B-9

University of Nebraska at Omaha

10. Accept a gift from Samuel Bak of 512 paintings to establish the proposed Bak Museum at the University of Nebraska at Omaha, Addendum XI-B-10

C. FOR INFORMATION ONLY

D. REPORTS

1. Quarterly Personnel Report for the period October through December 2020, Addendum XI-D-1
2. Change to the Spring 2022 Academic Calendar for University of Nebraska (NU) Campuses, Addendum XI-D-2
3. Naming of Room S-111 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Koley Jessen Interview Room" pursuant to *Board of Regents Policy* RP-6.2.7.3.b, Addendum XI-D-3
4. Naming of the Exterior Vegetable Garden at Munroe-Meyer Institute for Genetics and Rehabilitation Facility at the University of Nebraska Medical Center, Addendum XI-D-4
5. Quarterly report of Gifts, Grants, Contracts and Bequests, Addendum XI-D-5
6. Quarterly Status of Capital Construction Projects, Addendum XI-D-6
7. Bids and Contracts, Addendum XI-D-7
8. Fund N Holdings as of December 31, 2020, Addendum XI-D-8

XII. ADDITIONAL BUSINESS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

B. BUSINESS AND FINANCE

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

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TO: The Board of Regents Addendum XI-A-1

Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Amendments to Section 3.4.4 of the *Bylaws of the Board of Regents*, related to assignment of duties, and Chapter IV of the *Bylaws of the Board of Regents*, related to rights and responsibilities of professional staff.

RECOMMENDED ACTION: Approve the attached amendments to Section 3.4.4 of the *Bylaws of the Board of Regents*, related to assignment of duties, and Chapter IV of the *Bylaws of the Board of Regents*, related to rights and responsibilities of professional staff.

PREVIOUS ACTION: February 12, 2021 – This item was presented to the Board of Regents for information only.

EXPLANATION: Administrators and faculty leaders have collaborated on amendments to the *Bylaws of the Board of Regents* to codify the process by which a faculty member may be placed on administrative leave and add due process rights for affected individuals.

The attached proposed amendments to the *Bylaws of the Board of Regents* would:

- Ensure consultation between the administrative officer and instructional staff member before the assignment of duties. (Section 3.4.4)
- Codify the process for placing an individual holding an academic appointment on administrative leave; add faculty committee consultation in cases of involuntary removal or reassignment; and add due process procedures for individuals whose appointment ends while on administrative leave. (Section 4.7)
 - Codify the process for placing an individual holding an academic appointment on leave based on mental health concerns, in compliance with the Americans with Disabilities Act (ADA). (Section 4.7.1.1)
- Harmonize references to Faculty Practice or Faculty Research Appointments; and reference the Academic Freedom and Tenure Committee's role in due process. (Section 4.7)
- Reference the Professional Conduct Committee's role in due process; codify the standard of proof; direct the Professional Conduct Committee to draft rules or procedures in parallel language to the Grievance Committee and Academic Freedom

and Tenure Committee; and direct University officers to give due consideration to the findings, interpretations, advice, or recommendations of the Professional Conduct Committee. (Section 4.16)

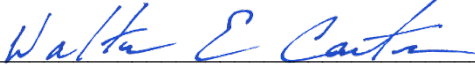
If approved by the Board, the above amendments to the *Bylaws of the Board of Regents* shall apply prospectively as of the date of approval.

These revisions are recommended for approval by the Academic Affairs Committee.

SPONSOR:

Susan M. Fritz, Ph.D.
Executive Vice President and Provost

RECOMMENDED:


Walter E. Carter, President
University of Nebraska

DATE:

March 5, 2021

PROPOSED BOARD OF REGENTS' BYLAW AMENDMENTS

- 3.4.4 **Assignment of Duties.** The service and teaching obligations for each full-time member of the instructional staff in any semester shall consist of such amounts of one or more of the types of services necessary for a successful University program, including teaching, research, directing and supervising research, advising or counseling, committee assignments, administrative duties, field work, extension activities, and other miscellaneous assignments as may be deemed reasonable in each instance by the department chair and Dean or director concerns, within standards approved by the Chancellor, the President, and the Board. In determining what duties to assign to an instructional staff member, the administrative officer will confer with and obtain input from the instructional staff member.

Members of the instructional staff other than those appointed primarily for research may be relieved of all or part of their teaching obligations for one or more semesters to pursue a program of research, if recommended by the appropriate research council, where established, and the Chancellor and the President, and approved by the Board. An instructional staff member who is relieved of all teaching obligations for one or more semesters to pursue a program of research shall be expected, as a rule, to resume regular teaching obligations after completion of the assigned program.

Employment by the University of members of the staff who are in the academic-year service class for non-instructional work during the summer vacation period shall be governed by the following:

- (a) Such employment shall be limited to not more than three months.
- (b) The monthly rate of remuneration for such employment shall not exceed one-ninth of the staff member's full-time remuneration during the preceding academic year.
- (c) Vacation for such employment shall be earned at the rate of two days per month, and cannot be carried beyond the summer period in which it is earned.

[Proposed for insertion before current Bylaw 4.7 (Termination of an Appointment by a Professional Staff Member: Time)]

4.7 Administrative Leave of Absence

4.7.1 Applicability of Leave. On occasion, an administrator may need to place an individual holding an academic appointment (defined herein as faculty members holding the academic rank of assistant instructor and above, or other formally approved ranks, as referenced in Section 3.1.1.1 of these *Bylaws*, as well as other academic staff members with the rank of postdoctoral research associate, research associate, research assistant, graduate assistant, graduate teaching assistant, or teaching fellow as referenced in Section 3.1.1.2), on a temporary, paid administrative leave of absence (hereinafter referred to in this section as “leave”) while the University reviews whether (a) the individual’s presence in the workplace presents a significant risk of harm to the individual, to others within the workplace, or to University property or facilities, or (b) such leave is necessary to protect University resources, prevent the destruction of evidence, or avoid continuing violation of a policy while an investigation is being conducted into whether that individual has engaged in misconduct in violation of University policy. Leave will not be imposed in a manner that is inconsistent with the principles of academic freedom or used as a means of disciplining individuals for exercising rights guaranteed under the First Amendment of the United States Constitution. Placement of an individual on leave may include a temporary reassignment or removal of duties and in any case shall not diminish the individual’s salary or benefits. By way of example, alleged conduct that potentially could give rise to a leave includes, without limitation, any conduct occurring on or off campus that reasonably can be construed as (a) acts of violence, threats of harm, or other conduct that places another person in reasonable fear of physical harm or injury, (b) conduct that could lead to the filing of criminal charges and may directly or indirectly hinder the individual’s ability to perform the duties of his or her appointment, such as acts of drug trafficking, human trafficking, or possession of child pornography, (c) inappropriate sexual behavior, including sexual harassment, unwelcomed sexual touching or sexual assault, against a student, colleague, or others, (d) a pattern of unwelcome, malicious, or offensive behavior occurring over a period of time that is meant to intimidate, threaten, humiliate, degrade, or ostracize a student, colleague, or others, commonly referred to as bullying, (e) research misconduct, (f) the misappropriation of institutional or grant funds or monies, or (g) other similarly egregious acts.

4.7.1.1 Leave Based on Mental Health Concerns. An administrator may place an individual holding an academic appointment on leave if the administrator has a reasonable belief, based on objective evidence, that the

individual has a psychological or mental health condition that is impairing the individual's ability to perform the essential functions of his or her appointment or is causing the individual to pose a threat to himself or herself or to others within the workplace.

An individual being placed on leave for this reason will be informed in the required notification that he or she needs to be evaluated by a mental healthcare provider of that individual's choice within a specified timeframe. This timeframe will be extended if the individual cannot be evaluated within that timeframe despite the best efforts of the individual to schedule a timely appointment. If the individual is unable or unwilling to schedule an appointment with a mental healthcare provider of that individual's choice within a reasonable time, the administrator may require that the individual be evaluated instead by a mental healthcare provider selected by the University before being allowed to return.

To be reinstated from the leave, the individual only is required to submit a certification from a healthcare provider stating that the individual can perform the essential functions of his or her appointment without posing a risk to himself or herself or to others within the University community. The certification does not need to specify the individual's underlying condition or diagnosis. Any certification received from the healthcare provider will be deemed a confidential medical record and may be disclosed only to appropriate University representatives who have a need to know.

A leave administered due to mental health concerns will be subject to the procedures and other provisions set forth within Section 4.7 and, therefore, will be evaluated by a faculty committee and potentially a threat assessment committee.

In addition, such leave will be administered in accordance with the Americans with Disabilities Act (ADA). Under ADA, an employee may be required to undergo a medical examination if that examination is job-related and consistent with business necessity. The federal courts, as well as the Equal Employment Opportunity Commission (EEOC), which is a federal agency responsible for administering and enforcing the civil rights laws against workplace discrimination, have found that this standard is met whenever an employer, relying on objective evidence, believes (a) that the employee's ability to perform his or her essential duties is being impaired by what may be a mental health condition or (b) the employee engages in conduct or behavior that calls into question whether the employee poses a significant risk of substantial harm to oneself or to others within the workplace.

If an individual with a disability requests an accommodation under the ADA, the appropriate University personnel will engage in the interactive process with that individual and the individual's healthcare provider to identify a reasonable and effective accommodation that will allow the individual to perform the essential functions of his or her position. In the absence of a safety risk or a disruption to the workplace, the individual should not be placed on leave during the interactive process.

4.7.2 Procedures for Imposing Leave. In determining whether to place an individual on leave, the appropriate administrator will first discuss the matter with the individual, whenever practicable, to determine whether a mutually acceptable resolution can be achieved. If a resolution cannot be achieved with the individual, the administrator will confer in advance, if practicable, with the appropriate elected faculty committee regarding the factual basis and the need for the individual's involuntary removal or reassignment. When consultation beforehand is not practicable, the administrator may proceed forward in imposing the leave with the understanding that contact with the appropriate faculty committee will occur as soon as practicable thereafter, but in no event less than forty-eight (48) hours after the leave is imposed. If the leave is being imposed due to a concern that the individual's presence in the workplace presents a significant risk of harm, the administrator also shall confer with and seek guidance from a threat assessment committee, if one exists, within that same timeframe. Both the faculty committee and the threat assessment committee should convene as quickly as possible to review the underlying circumstances giving rise to the leave and provide their respective recommendations regarding that leave to the administrator within ten (10) business days after being informed of the leave by the administrator. In the case of the faculty committee, the recommendation should address whether the leave is warranted, whether any of the terms or conditions of the leave should be modified, or whether some other action (such as initiation of formal disciplinary proceedings) should be taken instead. In the case of the threat assessment committee, the recommendation should focus on whether the conduct attributed to the individual presents a significant risk of harm to that individual, to others within the workplace, or to University property or facilities. Although not bound by the recommendations of either committee, the administrator will give due consideration to the recommendations of both committees and generally will defer to the assessment of risk rendered by the threat assessment committee. If the administrator's decision varies from the recommendation of either committee, the administrator will meet with the faculty committee for the purpose of explaining the basis for the variance. After meeting with the administrator, the faculty committee within its discretion may submit a letter to the administrator noting its disagreement with the decision and may share that letter with the affected individual. Whether the leave is imposed before or after the committee review, the administrator shall notify the affected individual in writing of the leave when the leave is imposed. The written notification will include the starting date of the leave, a summary of the alleged conduct or events giving rise to the leave, any restrictions, modifications, or limitations as to access

or duties during the leave, a summary of the process for responding to or addressing the allegations giving rise to the leave, and the circumstances under which the leave is anticipated to end. Expectations and evaluations of the individual's work performance while on leave must be compatible with the terms of the leave.

4.7.3 Duration. A leave will be limited in duration to the shortest period necessary to fulfill the purpose of the leave and will be subject to the reinstatement requirements set forth in Section 4.7.4 below. Accordingly, an individual who has been placed on leave due to significant risk of harm must be returned to duty as soon as the risk has been alleviated. Similarly, an individual who has been placed on leave for investigative purposes must be returned to duty upon the conclusion of a timely completed investigation. If the investigation results in the initiation of disciplinary proceedings against the individual, the administrator must file a complaint as specified in Section 4.15 (Academic Freedom and Tenure Committee) or Section 4.16 (Professional Conduct Committee) of these *Bylaws* and the ability and authority for the individual's continued removal from duty will be governed by the policies addressing those disciplinary proceedings.

4.7.4 Reinstatement. An individual placed on leave will be reinstated to his or her position upon the expiration of the leave. A leave cannot extend more than ninety (90) calendar days without additional review by a faculty committee and, if necessary, a threat assessment committee. If the administrator believes that the initial leave needs to be extended for a period of up to an additional ninety (90) calendar days, the administrator will follow the procedures specified in Section 4.7.2 for imposing a leave. The leave will be extended automatically if the administrator initiates formal disciplinary proceedings against the individual as specified in Section 4.15 (Academic Freedom and Tenure Committee) or Section 4.16 (Professional Conduct Committee) of these *Bylaws*.

4.7.4.1 Expiration of Appointment While on Leave. A leave imposed through the end of the appointment period is a termination for cause and requires the President or the Board of Regents to file a complaint with the Academic Freedom and Tenure Committee under Section 4.15.2(b) of these *Bylaws*. The period of the individual's appointment need not be extended beyond the appointment end date. If the individual would like to waive their right to a termination hearing, then they may do so in writing to the Chancellor and the faculty committee. If the individual does not respond to the complaint within twenty (20) calendar days, as specified under Section 4.15.2(c)(3) of these *Bylaws*, they will be understood to have waived their right to a termination hearing. A twenty (20) calendar day extension to this deadline may be granted by the faculty committee if a request is made in writing to the faculty committee with reasons provided for the need for the extension.

The affected individual automatically will be assigned a faculty representative, who will offer guidance and advice to the individual regarding the individual's due process rights and responsibilities. The individual may elect to refuse any guidance or advice offered by the representative.

If the individual was placed on leave pending an investigation into allegations of sexual misconduct, the procedures established under the University's sexual misconduct policies must be followed instead.

4.7.5 Sanctions and Other Remedial Actions. If an investigation conducted while an individual is on leave indicates that the imposition of a sanction or other remedial action may be warranted, the appropriate administrator will inform the individual of the sanction or other remedial action that is being contemplated. Before any sanction or other remedial action is imposed, the individual will be afforded the opportunity to respond in writing to the proposed sanction or other remedial action. After giving due consideration to the individual's response, if any, the administrator may impose a lesser sanction or other remedial action. If the administrator determines that termination of the individual is warranted, the administrator must initiate and pursue the appropriate termination proceedings against the individual as set forth within Section 4.15 (Academic Freedom and Tenure Committee) of these *Bylaws*. If the administrator is seeking to impose a major sanction on the individual that falls short of termination (such as, without limitation, a suspension, a demotion in position, or a reduction in pay), the administrator must initiate and pursue the appropriate complaint proceedings against the individual as set forth within Section 4.16 (Professional Conduct Committee) of these *Bylaws*. For lesser sanctions or remedial actions (such as, without limitation, providing the individual with a letter of expectations or written reprimand), the individual may then seek to challenge the imposition of those lesser sanctions or remedial actions through the grievance procedures provided for within Section 4.14 of these *Bylaws*.

* * *

4.154 Academic Freedom and Tenure Committee

4.154.1 **Academic Freedom and Tenure Committee: Creation.** The faculty governing agency of each major administrator unit shall create an elected faculty Committee on Academic Freedom and Tenure, which shall have the powers specified in these *Bylaws*, and any other powers granted by the faculty governing agency and approved by the Board.

4.154.2 **Academic Freedom and Tenure Committee: Powers; Rules of Procedure.** The Committee established by Section 4.154.1 (Academic Freedom and Tenure Committee: Creation) shall have the following powers and rules of procedure:

- (a) The Committee shall consider any complaint filed by any member of the professional staff alleging any procedural or substantive grievance that constitutes an allegation that action taken, or threatened, violates the complainant's academic freedom or academic tenure.

- (b) The Committee shall consider a complaint filed against any member of the faculty seeking to terminate his or her Continuous Appointment, his or her Appointment for a Specific Term prior to the termination date stated in the appointment, or his or her Special Appointment as a faculty member prior to its termination date, or his or her Health Professions Faculty Appointment, or his or her Faculty Practice ~~and~~ or Faculty Research Appointment prior to the end of its stated term.
 - (1) The Board, or the President, shall have the authority to direct that proceedings under this subsection be instituted in the manner herein provided.

 - (2) Any Chancellor, Dean, director, or department chair, any Grievance Committee, or Professional Conduct Committee believing that there is reasonable cause to terminate a Continuous Appointment, an Appointment for a Specific Term, Health Professions Faculty Appointment, or a Faculty Practice ~~and~~ or Faculty Research Appointment prior to the end of its stated term, shall certify his, her, or its conclusion to that effect to the President, who shall determine if the complaint has sufficient merit to warrant investigation.
 - (i) In cases where the grounds for termination of a Continuous Appointment or an Appointment for a Specific Term are based in whole or in part on questions of professional competence, no such certification shall be made until the tenured members of the faculty member's school, division or department, or college in the absence of smaller units, have been consulted on the issues involving professional competence. Such consultation shall be effected through the appropriate administrator (department chair, school or division director, or Dean) calling on fourteen (14) days' notice a meeting of the tenured faculty of the unit for the specific purpose of discussing the faculty member's professional competence. Votes on substantive matters relating to the faculty member's professional competence shall be by secret ballot. The report of such meeting, in the form of approved minutes containing a summary of the matters discussed and the votes taken, shall be forwarded by the administrator to the Chancellor for transmission to the President.

 - (ii) In cases where the grounds for termination of a UNMC Health Professions Faculty Appointment, or a UNL Faculty Practice ~~and~~ or

Faculty Research Appointment are based in whole or in part on questions of professional competence, no such certification shall be made until the faculty holding such a UNMC or UNL appointment who have received at least one promotion in academic rank while holding such an appointment and the tenured members of the faculty member's school, division or department, or college in the absence of small units, have been consulted on the issues involving professional competence. Such consultation shall be effected through the appropriate administrator (department chair, school or division director, or Dean) calling on fourteen (14) days' notice a meeting of the eligible consulting faculty of the unit for the specific purpose of discussing the faculty member's professional competence. Votes on substantive matters relating to the faculty member's professional competence shall be by secret ballot. The report of such meeting, in the form of approved minutes containing a summary of the matters discussed and votes taken, shall be forwarded by the administrator to the Chancellor for transmission to the President.

(3) If the Board or President has determined that an investigation should be made, the President shall employ an attorney to make the investigation and report to the President if he or she believes reasonable cause exists for termination of the appointment. Investigation shall be made in such manner as the attorney so employed determines to be appropriate, but shall not involve a public hearing and shall be conducted on as confidential a basis as possible. The investigator shall prepare a report of the investigation and provide it to the President. The President shall provide a copy of said report to the Chancellor of the administrative unit involved. The report shall be considered a confidential communication. If the report recommends that no basis exists for terminating the appointment, and the Board accepts said report, no further proceedings shall be had with reference to terminating the appointment. If the Board does not accept said report, it may cause such further investigation to be made by such persons and in such manner as it deems appropriate and consistent with these *Bylaws*. If the report recommends that there is reasonable cause to terminate the appointment, the President or the Board may order the attorney making the report to file a complaint with the Academic Freedom and Tenure Committee, and to take the affirmative with respect to producing evidence to support the complaint.

(c) The procedure with reference to complaints filed under paragraphs (a), (b), or (b)(1), Section 4.154.2 ([Academic Freedom and Tenure Committee: Powers; Rules of Procedure](#)) shall be conducted in accordance with the following principles:

(1) The complaint must be filed with the Committee and copy thereof served upon the person or persons charged in the complaint.

- (2) The complaint shall state in concise terms the facts upon which it is based and the relief sought.
- (3) The person(s) so charged shall have a period of twenty (20) days from the date of service of the complaint to file an answer in writing to the complaint. Copy of the answer must be served by such person(s) upon the attorney filing the complaint by regular United States mail with sufficient postage attached, properly addressed to said attorney, and mailed on or before twenty (20) days after filing the complaint.
- (4) The Committee shall set the matter for hearing on as early a date as possible in order to permit the parties to reasonably prepare for the hearing.
- (5) The person(s) charged shall be entitled to be represented by counsel at the expense of such person(s).
- (6) The person(s) charged shall be entitled to be notified at least ten (10) days in advance of the hearing of the witnesses to be called by the attorney filing the complaint and of documents to be offered in evidence at the hearing, and the attorney conducting the hearing shall be obligated to provide such information within that time. The person(s) charged shall notify the attorney filing the complaint in writing at least five (5) days before the hearing of the witnesses to be called and documents to be offered in evidence at the hearing. No witnesses or documents not so listed shall be heard or received at the hearing, except in cases of surprise, or for the purpose of rebutting oral testimony of the other party, or for other justifiable cause found to exist by the Committee.
- (7) Testimony shall be taken under oath or affirmation. Every party shall have the right of cross-examination of witnesses who testify and shall have the right to submit rebuttal evidence.
- (8) The Committee may admit and give probative effect to evidence which processes probative value commonly accepted by reasonably prudent persons in the conduct of their affairs. It may exclude incompetent, irrelevant, immaterial, and unduly repetitious evidence; provided, that any party may file with the Committee at least three (3) days before the hearing a written request that the rules of evidence followed by the District Courts in the State of Nebraska shall be applicable. If such written request is filed, the Committee shall notify the parties that the proceedings shall comply with the principles of law with respect to proceedings in the District Courts in Nebraska, and all counsel and parties shall be bound by such rules and standards of ethics and codes of trial conduct as are applied in the District Courts.

- (9) In the event any party to the proceedings desires the issuance of a subpoena, such subpoena shall be issued at the direction of the Corporation Secretary, and may be served in the manner provided for subpoenas in the Nebraska Court Rules of Discovery.
- (d) The Committee shall draft rules or procedures not inconsistent with these *Bylaws* for the prompt, orderly, and fair hearing of all complaints filed with the Committee. Said rules shall be submitted to the Board, and when approved or modified, after notice and hearing, shall constitute a part of the Rules of the Board.
- (e) The Committee shall submit to the Board the complete verbatim account of the hearing and all exhibits filed with the Committee, and report promptly to the Board and the staff members involved in the Committee's findings, conclusions, and recommended action that the Committee deems advisable.
- (f) The Board has power to make the final decision, but except as herein provided, the Board shall decide upon the basis of the evidence submitted to the Committee and the report of the Committee. Unless clearly erroneous, the findings of fact made by the Committee shall be accepted. The Board shall give the Committee's findings and conclusions due consideration, and shall take into account the fact that the Committee is a representative committee of the faculty and had the opportunity to see and hear the witnesses who testified personally before the Committee. ~~In the event that~~ If the Board's decision is at variance with the recommendations of the Committee, the Board shall detail the reasons in a written opinion, and copies shall be provided to the parties concerned and the Committee. Once the Board has rendered its decision, the matter shall not be subject to further review except by appropriate court proceedings.
- (g) The Board on its own motion may receive additional evidence at a public hearing, after notice to interested parties, in any case where the Board in its discretion determines that justice requires such further hearing before the Board. Any person desiring to present additional evidence to the Board may apply to the Board for hearing before the Board. Before any such hearing is granted, showing shall be required that there is additional relevant evidence that has been discovered, or has developed, or which could not be produced at the prior hearing; that the same was not available at the prior hearing and could not have been discovered or produced by reasonable diligence.
- (h) In all proceedings before the Committee in which the termination of a Continuous Appointment, the termination of an Appointment for a Specific Term prior to its stated termination date, the termination of a Special Appointment of a faculty member prior to its termination date, or the termination of a Health Professions Faculty Appointment or a Faculty Practice

~~and~~ or Faculty Research Appointment prior to its stated termination date are in issue, the burden of proof rests with the University ~~shall have the burden of proving adequate cause for the termination a~~ and will be satisfied by the greater weight of the evidence in the record considered as a whole.

- (i) Prior to a decision by the Board, ~~the staff member involved an individual holding an academic appointment~~ shall not be ~~suspended from his or her duties relieved of~~ or assigned other duties unless ~~immediate harm to himself or herself, others, or property is threatened by his or her continuance~~ an appropriate administrator can show that placing the individual on paid administrative leave is warranted based on one or more of the reasons enumerated in Section 4.7.1 and can show that the procedures set forth in Section 4.7.2 of these Bylaws for placing individuals on leave have been followed. Salary will continue during any leave period ~~of suspension~~ and an assignment to other duties shall not diminish a staff member's salary.
- (j) The Committee shall have the power to consider a request filed by any person, board, or committee that alleges that a staff member should be subjected to sanctions less severe than appointment termination, and power to recommend in any case sanctions less severe than appointment termination where less severe sanctions seem appropriate.

4.1~~65~~ Professional Conduct Committee

4.1~~65~~.1 **Professional Conduct Committee: Power to Create.** Pursuant to power granted by these *Bylaws*, the faculty governing agency of each major administrative unit is empowered to create a Professional Conduct Committee, which shall have the functions and powers specified in Sections 4.1~~65~~.2 (Powers and Procedures of Professional Conduct Committee) and 4.1~~65~~.3 (Function of Professional Conduct Committee), in addition to any other power granted by the faculty governing agency to the Committee pursuant to these *Bylaws*.

4.1~~65~~.2 **Powers of Professional Conduct Committee.** A Professional Conduct Committee shall be empowered:

- (a) To receive complaints from any person charging a member of the professional staff, as defined in Section 3.1.1 (Professional Staff) of these *Bylaws*, with professional misconduct. This includes complaints filed by a University officer against an individual holding an academic appointment seeking a suspension or other major sanction less than termination as described in Section 4.7.5 of these Bylaws. Upon receiving a complaint, the Professional Conduct Committee shall ensure the allegations contained within the complaint are shared with the accused individual and the appropriate administrators. The individual shall answer the complaint in writing, and that response shall be provided to the person filing the complaint.

- (b) To investigate the facts relevant to the charge and to make factual determinations. Said investigation shall include advising the affected party of the charge, hearing his or her response, and considering any evidence produced by such party.
- (c) Conclude whether there are reasonable grounds to believe that the person against whom the charge is directed committed acts that amount to professional misconduct. The burden of proof rests with the complainant and will be satisfied by the greater weight of the evidence in the record considered as a whole.
- (d) To advise the person filing the charge, and any other appropriate person or groups, of the Committee's conclusion and factual findings.
- (e) To recommend to the appropriate University officer, or group, whether action should be taken with respect to the charge, and the nature of such action.
- (f) To recommend other or lesser sanctions less severe than appointment termination where whenever deemed appropriate by the Committee judges less severe sanctions appropriate.
- (g) The Committee shall draft rules or procedures not inconsistent with these Bylaws for the prompt, orderly, and fair consideration of all complaints filed with the Committee. Said rules shall be submitted to the Board, and when approved or modified, after notice and hearing, shall constitute a part of the Rules of the Board.
- (h) Prior to a decision by the University officer, an individual holding an academic appointment shall not be relieved of, or assigned other, duties unless an appropriate administrator can show that placing the individual on paid administrative leave is warranted based on one of the reasons enumerated in Section 4.7.1 and can show that the procedures set forth in Section 4.7.2 of these Bylaws for placing individuals on leave have been followed. Salary will continue during any leave period and an assignment to other duties shall not diminish the individual's salary.

4.165.3

Function of Professional Conduct Committee. The Professional

Conduct Committee's function shall be to ascertain facts, to interpret standards of professional conduct applicable to persons engaged in teaching, extension work, research, service, and administration at the University, to apply those standards to the facts, to advise other persons or groups whether a violation of professional conduct has occurred, and to recommend an appropriate sanction, if it concludes a violation has occurred. The Professional Conduct Committee does not have power to impose sanctions, and its findings of fact, interpretations of professional standards, advice, and recommendation are not binding. The Professional Conduct

Committee shall not serve as a prosecutor of cases involving alleged violations of professional standards. The Committee acts only in an advisory capacity.

Although not binding, the University officer responsible for rendering the final decision on the complaint, however, will give due consideration to any findings, interpretations, advice, or recommendations issued by the Professional Conduct Committee. If the University officer's decision is at variance with the recommendations of the Professional Conduct Committee, the University officer shall detail the reasons in a written opinion that will be provided to the Professional Conduct Committee as well as to the affected individual. Once the University officer has rendered his or her decision, the matter shall not be subject to further review except through appropriate court proceeding.

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

Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Amendments to Sections 4.4.1 and 4.4.5 of the *Bylaws of the Board of Regents*, related to Extension Personnel.

RECOMMENDED ACTION: Approve the attached amendments to Sections 4.4.1 and 4.4.5 of the *Bylaws of the Board of Regents*, related to Extension Personnel.

PREVIOUS ACTION: February 12, 2021 – This item was presented to the Board of Regents for information only.

October 3, 2018 – The Board of Regents amended Section 4.4.5 of the *Bylaws of the Board of Regents* regarding Extension Personnel.

EXPLANATION: Extension Educators are important members of the faculty of the University of Nebraska-Lincoln, helping fulfill the University's mission in communities across Nebraska. The attached proposed amendments to the *Bylaws of the Board of Regents* would:

- Explicitly recognize Assistant Extension Educators, Associate Extension Educators, and Extension Educators as members of the University's Professional Staff holding Special Appointments per Section 4.4.1 of the *Bylaws of the Board of Regents*.
- Extend the required notice of termination by rank. The notice of termination for Assistant Extension Educators would continue to be 90 days; the notice of termination for Associate Extension Educators would be extended from 90 days to 180 days; and the notice of termination for Extension Educators would be extended from 90 days to one year.
- Clarify the coordinative relationship between the University of Nebraska and county governments relating to Nebraska Extension as set forth in Section 4.4.5 of the *Bylaws of the Board of Regents*.

If approved by the Board, the above amendments to the *Bylaws of the Board of Regents* shall apply prospectively as of the date of approval.


These revisions are recommended for approval by the Academic Affairs Committee.

SPONSOR:

Michael J. Boehm, Ph.D.
NU Vice President and IANR Vice Chancellor

Ronnie D. Green, Ph.D.
Chancellor, University of Nebraska-Lincoln

RECOMMENDED:


Walter E. Carter, President
University of Nebraska

DATE:

March 5, 2021

PROPOSED BOARD OF REGENTS' BYLAW AMENDMENTS

4.4 **Types of Appointments: Professional Staff.** (As defined in Section 3.1.1)

4.4.1 **Special Appointments.** Appointments to (a) all administrative and non-faculty professional staff positions, and (b) all appointments to faculty positions that are not “Appointments for a Specific Term,” “Health Professions Faculty Appointments,” “Faculty Practice and Faculty Research Appointments,” or “Continuous Appointments” shall be “Special Appointments.” The following types of faculty appointments shall be filled by Special Appointment only: (1) temporary appointments, (2) appointments to part-time positions, (3) appointments for less than one academic year in any rank, (4) courtesy appointments, (5) appointments to volunteer status, (6) annual appointments beyond retirement age, (7) appointments to the rank of instructor, assistant instructor, lecturer, ~~or~~ senior lecturer, assistant extension educator, associate

extension educator, or extension educator, (8) appointments to ranks preceded by the designation “visiting,” and (9) appointments supported by funds over which the University does not have control or which the University cannot reasonably expect to continue indefinitely, provided, that the total period of full-time service on a faculty Special Appointment in the rank of instructor shall not exceed seven years.

A “Special Appointment” will terminate in accordance with the time stated in the appointment to the position or in the written contract, and, if no time is stated in the appointment to the position or in the written contract, the appointment may be terminated by either party giving the other at least 90 days notice of the date of termination, except for those who hold “Special Appointments” as assistant extension educator, associate extension educator, and extension educator. Assistant extension educator, associate extension educator, and extension educator may terminate their appointment by giving the appropriate administrative officer 90 days’ notice of the date of termination. Notice shall be given by an appropriate administrative officer no fewer than 90 days for assistant extension educators, no fewer than six (6) months for associate extension educators, and no fewer than one year for extension educators in advance of the termination. Such appointments may also be terminated by the University for adequate cause, disability, bona fide discontinuance of a program or department, or extraordinary circumstances because of financial exigencies.

A member of the faculty may hold a “Special Appointment” coincident with an “Appointment for a Specific Term,” “Health Professions Faculty Appointment,” or a “Continuous Appointment,” and the terms of the Special Appointment may be independent of the terms of the other appointment status as a faculty member.

- 4.4.5 **Extension Personnel.** In cooperation with Nebraska county governments and to further the shared goals and missions of Nebraska Extension and the people of Nebraska, the University of Nebraska places within the state’s counties those university employees, such as its Extension Educators ~~and Extension Assistants~~, in order to advance and provide administrative leadership ~~to~~ for the local extension programs adopted by those county extension boards. ~~The~~ Extension Educators and ~~Extension Assistants~~ are at all times employees of the University of Nebraska, subject to the terms and benefits of the employment applicable to University of Nebraska employees. In turn, the counties provide ~~county employees to~~ support and enhance the success of the Extension Educators, local programming, and mutually beneficial goals. the Extension Educators and Assistants in their administrative roles. Such supportive county employees are employed by the counties pursuant to county human resource policies, county benefit policies, and all other terms of employment applicable to the relevant county’s(ies’) employment. The counties and the university shall carefully consider each other’s recommendations and input in relation to their respective personnel, in order to best meet their mutual goals. The scope and detail of Nebraska Extension’s engagement with each county government is detailed in a collaboratively developed Interlocal Agreement subject to periodic review, revision, and reaffirmation.

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

MEETING DATE: April 9, 2021

SUBJECT: Elimination of the Bachelor of Arts and Bachelor of Science in Medieval and Renaissance Studies in the College of Arts and Science at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approval to eliminate the Bachelor of Arts (BA) and Bachelor of Science (BS) in Medieval and Renaissance Studies in the College of Arts and Sciences at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: November 3, 1995 – The Board approved the undergraduate program leading to the Bachelor of Arts in Medieval and Renaissance Studies at UNL.

EXPLANATION: Student interest in the Medieval and Renaissance Studies BA and BS degrees has been declining. There are only two students in the program, both of whom will be allowed to continue and are expected to graduate by May 2022. These are interdisciplinary degrees with no stand-alone coursework. UNL will continue to offer a minor in Medieval and Renaissance Studies that uses cross-listed coursework from related disciplines.

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

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

SPONSORS: Elizabeth Spiller
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-A-4

Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Creation of an 18-credit hour Animal Science Management Undergraduate Certificate in the Department of Animal Science in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approval to create an 18-credit hour Animal Science Management Undergraduate Certificate in the Department of Animal Science in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTION: The Bachelor of Science in Animal Science at UNL was established prior to modern records of Board approvals.

EXPLANATION: The proposed online and in-person 18-credit hour undergraduate certificate is designed to provide foundational coursework in animal science. Students will gain experience and knowledge applicable to careers in agriculture banking, finance, insurance, food science, agriculture mechanization and technology, federal and state regulations, and veterinary technology/medicine. As UNL is Nebraska's only university to offer an Animal Science program, the certificate will be targeted to students matriculating at two- and four-year institutions across Nebraska working towards a degree in a major besides Animal Science. The online option also will be attractive to students in other states and internationally.

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 additional resources are required to implement and operate this certificate.)

SOURCE OF FUNDS: N/A

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

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021



January 20, 2021

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

Dear Susan,

I am forwarding materials related to a proposal from the College of Agricultural Sciences and Natural Resources to create a new Undergraduate Certificate in Animal Science Management to be administered by the Department of Animal Science.

Interest in the present online minor indicates the demand for an online certificate. This certificate program will be open to any non-degree seeking students and UNL undergraduates who are not Animal Science majors. The primary delivery of this program will be online. There are adequate existing resources, and sufficient number of qualified faculty available to support the certificate program.

This proposal has the approval of the Executive Vice Chancellor, IANR Vice Chancellor, CASNR Dean, and the Academic Planning Committee. I support this proposal and recommend it to you for approval.

Sincerely,

Ronnie D. Green, Ph.D.
Chancellor

- c: Kurt Geisinger, Chair, Academic Planning Committee
- Elizabeth Spiller, Executive Vice Chancellor, Academic Affairs
- Michael Boehm, Vice Chancellor, Institute of Agriculture and Natural Resources
- Tiffany Heng-Moss, Dean, College of Agricultural Sciences and Natural Resources
- Clint Krehbiel, Department Head, Animal Science
- Lisa Karr, Professor, Animal Science
- Mike Zeleny, Associate to the Chancellor and APC Secretary
- Renee Batman, Assistant Vice Chancellor, Academic Affairs
- Suzi Tamerius, Project Coordinator, Academic Affairs
- Karen Griffin, Coordinator of Faculty Governance

University of Nebraska-Lincoln New Undergraduate Certificate

I. Descriptive Information

Name of Institution Proposing New Undergraduate Certificate
University of Nebraska-Lincoln
Name of Proposed Undergraduate Certificate
Animal Science Management
Other Programs Offered in this Field by this Institution
Animal Science Major and Minor
CIP Code [IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]
0.0901
Subject Code
ASCI
Primary Administrative Unit for the Proposed Undergraduate Certificate
Animal Science Department
All Units Participating in the Undergraduate Certificate
Animal Science Department
Proposed Delivery Site
University of Nebraska-Lincoln East Campus and Online
Undergraduate Certificate will be offered [full program, not individual courses]
<input type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input checked="" type="checkbox"/> Both (on-campus and distance)
Undergraduate Certificate will be Offered to
<input type="checkbox"/> UNL degree seeking <input type="checkbox"/> UNL non-degree seeking <input checked="" type="checkbox"/> Both <input type="checkbox"/> Other Not available to ASCI majors
Date Approved by the Governing Board
Pending
Proposed Date the New Undergraduate Certificate will be Initiated
Upon approval by the Coordinating Commission

II. Details

Purpose of the Proposed Undergraduate Certificate:

This undergraduate certificate would provide an education related to animal science to students at UNL or other institutions that have an interest in working in the animal industry, but are not currently Animal Science majors. The certificate will be targeted to people who are currently working towards a BS in a major besides Animal Science to help strengthen their credentials and make them more employable. Due to UNL's unique position of being the only university in Nebraska

to offer an Animal Science program, students matriculating at two- and four-year institutions across Nebraska and the United States seeking additional certification would be able to use these courses to gain experience and knowledge related to Animal Science in order to pursue careers in the following areas:

1. **Veterinary Medicine and Veterinary Technicians** - The U.S. Bureau of Labor Statistics predicts a 16 percent gain in employment from 2019 to 2029. The main reason is that the number of pets and food animals in the U.S. is growing and the emphasis on food safety is increasing. This certificate would provide students who are majoring in biology or other majors wishing to pursue veterinary school with additional training in Animal Science that may increase their chances of acceptance into veterinary school. In addition, for those who have completed a veterinary technician program at an accredited community college such as Nebraska College of Technical Agriculture (NCTA), this certificate can provide an additional credential at the upper-level that may make them more competitive for employers within the animal management, production, and health and well-being industry.
2. **Federal, State and Local Government Agencies** - Increased job opportunities to inspect livestock operations, meat and dairy plants health, environmental protection and food and drug safety as well as labs that focus on animal nutrition and health, animal health and disease control. Students looking to enter these jobs from other majors would benefit from training and education in animal science. This could supplement a degree in Agriculture Business or Law to make employees more marketable.
3. In addition, some careers in industries related to agriculture may require or benefit from animal-related knowledge as well. These include careers in agriculture banking, finance, insurance, food science, agriculture mechanization and technology, among others.

Description of the Proposed Undergraduate Certificate:

The courses in the Animal Science Management Undergraduate Certificate program will develop certificate awardees who:

1. Understand the biology and chemistry of the life sciences and apply the principles to animal nutrition, growth, reproduction, genetics and management of animals and their products.
2. Develop animal nutrition, growth, reproduction, genetics, and management recommendations related to the specific animal or animal product in the career paths related to their selected area of interest.
3. Propose solutions to problems in the production and/or management of animals or animal products specific to their area of interest.

This certificate program will be open to degree-seeking students at other two- and four-year institutions, UNL undergraduates who are not Animal Science majors and associate degree holders. The primary delivery of this program will be online.

For current UNL students (not Animal Science majors) to be accepted into this undergraduate certificate program a student must have at least one semester of college level biology and one semester of college-level chemistry credit. Courses must meet UNL CASNR transfer guidelines to be accepted. Current students wishing to add this certificate to their Nebraska undergraduate degree program, should contact one of the certificate advisors and complete the application form (forthcoming from the Office of Admissions). Upon verification of completion of the pre-requisite requirements with the appropriate grade, the department will admit them into the certificate program.

Admissions Procedures for students not enrolled at UNL include applying as a visiting student and providing proof of an associate degree or current academic program with completion of introductory biology and chemistry.

Students must complete 18 credit hours of Animal Science from the required and optional courses listed below. At least 10 credit hours must be completed at the 300 level or higher. Students should complete two credits in an experiential learning project (ASCI 395) in order to complete the certificate.

Required or elective courses in the certificate program.	Credit Hours
100- and 200-Level Animal Management and Science Course Choose 2 classes from the following courses: ASCI 100 Fundamentals of Animal Biology & Industry (offered online and in person) ASCI 210 Animal Products (3 credit hours) (offered online and in person) ASCI 213 Meats Specifications & Procurement (3 credit hours) (offered online) ASCI 240 Basic Anatomy & Physiology of Domestic Animals (4 credit hours) (offered in person) ASCI 250 Animal Management (3 credit hours) (offered online and in person) ASCI 251 Companion Animals (3 credit hours) (offered online and in person) ASCI 252 Introduction to Horse Industry (3 credit hours) (offered online and in person) ASCI 271 Companion Animal Behavior (3 credit hours) (offered online and in person)	6-8
8-10 credit hours of ASCI courses at 300/400 level: Choose from any ASCI 300/400 Level Courses Examples of courses offered include (some courses have prerequisites that the student may need to meet before taking the course): ASCI 310 Fresh Meats (3 credit hours) (offered online and in person) ASCI 321 Companion Animal Nutrition (3 credit hours) (offered online) ASCI 322 Equine Nutrition (2 credit hours) (offered online and in person) ASCI 342 Equine Reproduction (2 credit hours) (offered online and in person) ASCI 370 Animal Welfare (3 credit hours) (offered online and in person) ASCI 410 Processed Meats (3 credit hours) (offered online and in person) ASCI 411 HACCP and Food Safety Systems for the Food Industry (3 credit hours) (offered online) ASCI 421 Advanced Animal Nutrition (3 credit hours) (offered online and in person) ASCI 422 Advanced Feeding & Feed Formulation (3 credit hours) (offered online and in person) ASCI 450 Horse Management (3 credit hours) (offered in person, online under development)	8-10
ASCI 395A: Industry Experience, ASCI 395B: Extension Experience, ASCI 395D: Research Experience (offered independent study)	2
Total	18

When students enter the certificate program, they will be assigned an academic advisor based on their animal of interest.

Dr. Lisa Karr (lisa.karr@unl.edu; 402-472-6458) serves as the Animal Science Undergraduate Teaching Coordinator and will serve as the primary contact.

To verify completion of the certificate program, an audit of courses is completed and tracking of completion of the certificate will be done. Students may request an audit of the certificate at any time during the program, but should complete one when they are enrolled in the final courses required to verify the certificate is completed. Forthcoming procedures from the Office of the University Registrar will facilitate verification and generating the certificate.

Students in the certificate program will be monitored for progress towards completion. With students coming from a variety of backgrounds, some may complete courses at a slower rate than a traditional UNL student. A survey of students at the end of their program will be developed and provided to ensure the certificate meets their needs. An additional evaluation to be completed by the student's future supervisors upon receiving employment may also be conducted.

No course subject codes will need to be created, modified, or deleted. Courses will be offered under Course subject code: ASCI.

III. Review Criteria

A. Centrality to UNL Role and Mission (<https://www.unl.edu/about/role-mission/>)

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

Both CASNR and the Department of Animal Science have a long and distinguished history of preparing talented, highly-trained, and motivated professionals that contribute to the continued success of the animal agriculture in Nebraska. The certificate would expand the current credentials offered by the Department of Animal Science to ensure a talented workforce to support animal agriculture in Nebraska.

B. Relationship of the proposal to the NU Five-Year Strategy

This proposal relates to the NU Five-Year Strategy in several ways, but particularly to Workforce Development.

One aim of the Five-Year Strategy is to provide accessible, affordable education. The Animal Science Management Certificate is a unique program not offered elsewhere in the state. The certificate program makes the animal science courses accessible to Nebraskans at NCTA and Northeast Community College, as well as other institutions within the state. Tuition at UNL is affordable and the courses are taught by highly rated faculty. The expansion of online and distance programs will make the certificate accessible to more Nebraskans.

The Five-Year Strategy focuses on building a talented, competitive workforce and knowledge-based economy in Nebraska in partnership with the state, private sector, and other educational institutions. This certificate can be used by those currently in the workforce to strengthen their

skills and make them more employable and current in their knowledge of animal agriculture. The certificate can add value to those who have earned veterinary technician associate degrees to allow for them to be more employable within the animal science workforce. The Animal Agriculture Industry is of high importance to the state of Nebraska. This program will emphasize the importance of this industry and provide a workforce. The Animal Science Department already has many partnerships within Animal industries and organizations. This certificate can serve to strengthen those by training their workforce and providing more skilled employees.

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

This program is consistent with the Comprehensive Statewide Plan for Post-Secondary Education in a few ways. The educational program will be more accessible to the entire population of Nebraska through offering an option for completion fully online. This program will allow non-UNL students a means to earn an undergraduate certificate in Animal Science Management. Current animal science programs are only available to UNL students and this packaged program is available to true distance students. This certificate packages the program in a way that will be more accessible to a wider population. By providing coursework online, potential students can enroll in courses and complete them from anywhere with internet connections. This will allow those in more rural parts of the state access to the same high quality educational content as those on campus. It will also allow the faculty of UNL to reach potential students in other areas of the country, which will expand the reach of the program. The curriculum provided will directly improve knowledge and skills of those in the animal agriculture workforce. The certificate is also an economic advantage for those already in the workforce. They can earn an affordable certification while continuing to work.

D. Evidence of Need and Demand

1. Need:

Animals and animal related jobs are vital to Nebraska and the entire U.S. According to the Bureau of Labor Statistics, veterinary and animal science-related jobs are projected to grow 9-12% by 2029. Couple this with the almost 25,000 Nebraska youth enrolled in 4-H Animal Science-related projects (beef cattle, cat, dog, horse, dairy cattle, sheep, and goats) in 2018 and it is clear that the need to educate and train a growing workforce on animal biology and management is vital.

Nebraska is a hub for animal-related industries, highlighted by the \$11.7 billion valuation on livestock, poultry, and their products sold which ranks 4th in the U.S. Nebraska also has a significant equine industry which annually generates over \$700 million for the state's economy and ranks 5th in agriculture revenue generated. It is also a major location for food processing companies including Cargill Meat Solutions, ConAgra Foods, JBS Swift, Greater Omaha Packing Company, and Tyson Foods. Plus, an American Pet Products Association (2019) survey estimates 84.9 million households reported having at least one pet and pet-related expenditures totaled \$75.3 billion. All of these industries together make Nebraska a center for agriculture and with these resources available, the University of Nebraska-Lincoln can leverage its expertise to become a premier location for online Animal Science curriculum. It is critical that this workforce be adequately trained for their future careers. Potential employees may come from a variety of backgrounds and educational majors into animal industry careers. Coupling the Animal Science Management certificate with another major such as economics, business, or biology will increase employability of these students as they enter the workforce. Additionally, those completing a veterinary technician program can benefit from additional training at an advanced level if looking to join the workforce in an animal industry and increase their ability for promotion within their industry.

Based on the market analysis previously completed by NU Online, there are a limited number of programs that advertise a group or program of online courses in Animal Science. Of the most notable ones, Colorado State offers primarily post-bachelors courses and one program offering a veterinary technician program (a 2-year technical veterinary technician degree). Kansas State University offers the program that would provide the most notable competition with a bachelor's degree completion program in Animal Science offered online. Due to the limited number of options available, an animal science management undergraduate certificate from UNL would be competitive in the marketplace, especially offered through distance education.

2. Demand:

The Animal Science Department currently offers an Animal Science minor through online coursework that has been promoted and marketed by NU Online since summer 2017. Interest in the online minor indicates the demand for an online certificate. The online minor is tied to a degree program whereas the proposed animal science management certificate program is a "stand alone" certificate providing more marketability to students and employees in Nebraska at other institutions or those completing an associate degree. The certificate provides additional credentialing to Nebraskans looking to enter or advance in the Animal Industry workforce. According to NU Online, the Animal Science Minor has been the 3rd most inquired program from UNL's Online website. The Animal Science online minor has generated over 300 inquires representing 264 unique potential students. Of those 300 inquires, 85% (255) were nonresident students and 15% (45) Nebraska residents. Also, non-resident states with 10 or more inquiries are CA, IA, MO, WY, OH, NY, TN, and TX. According to market research done by Eduventures, "nationally, undergraduate certificates have experienced strong student demand. The majority of the competition appears to be with community college programs. Regionally, the market is weaker although having online delivery could offer a competitive advantage".

No other college or university in Nebraska offers an Animal Science program. In this way, we could increase the contact with potential students and thus potentially increase student numbers over a short period of time. The goal would be to increase the number of non-UNL students taking online courses in Animal Science while offering an option for resident non-Animal Science majors. We have conservatively budgeted tuition revenue for three students taking three credit hours in Year One, five resident and two non-resident students taking six credit hours each in Year Two, 10 resident and five non-resident students in Year Three, 15 resident and eight non-resident students in Year Four and 20 resident and 10 non-resident students in Year Five. This would result in generating a minimum of \$227,500 in tuition over the five years. The growth in students would be due to advertising and marketing the certificate and its flexibility for completion to other institutions and industry partners and through Nebraska Extension.

E. Avoidance of Unnecessary Duplication

No other college or university in Nebraska offers an Animal Science program. Furthermore, when NU Online reviewed online programs in Animal Science, they could not find evidence of other online undergraduate certificate programs. South Dakota State offers a graduate level certificate in Animal Science, but not one at the undergraduate level. There are some universities that offer online degree completion in Animal Science such as Kansas State University. Many other schools offer some courses online, but not packaged in a way that would result in a certification. As the only Animal Science undergraduate program in Nebraska,

UNL can serve on the cutting edge to provide an advanced online education to the workforce of Nebraska with this undergraduate certificate in Animal Science Management.

F. Adequacy of Resources:

1. Faculty/Staff:

Current faculty and staff in the Department of Animal Science will fulfill the teaching and advising needs of the proposed certificate.

2. Physical Facilities and Equipment

Courses will be taught in-person and online. No new facilities are needed. In addition, the University of Nebraska-Lincoln has the infrastructure and talent to ensure students have access to library resources to support their academic success.

3. Instructional Equipment and Informational Resources:

UNL's current instructional equipment and informational resources are adequate to support the success of students in the program.

4. Budget Projections:

See Table 1: Projected Expenses and Table 2: Revenue Sources for Projected Expenses.

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

From: Larry Gossen
Dean, Nebraska College of Technical Agriculture (NCTA)

Date: February 9, 2021

RE: Animal Science Management Certificate

The Nebraska College of Technical Agriculture (NCTA) supports the Department of Animal Science's proposal to create a new undergraduate certificate in Animal Science Management. The new certificate would expand the current credentials offered by the Department of Animal Science to ensure a talented workforce to support animal agriculture in Nebraska. In addition, for those who have completed a veterinary technician program at an accredited community college such as Nebraska College of Technical Agriculture (NCTA), this certificate can provide an additional credential beyond the associate degree that will likely make them more competitive for employment opportunities within the animal management, production, and health and well-being industry.

Sincerely,



Larry Gossen
Dean
Nebraska College of Technical Agriculture

December 3, 2020

University of Nebraska-Lincoln:

I support the development of an undergraduate Animal Science Management Certificate. This certificate would provide additional training for employees who would enter our workforce with a limited animal science background. By completing the certificate program, our employees could receive additional credentials in Animal Science. With many or all the courses being offered online, the certificate could be completed while continuing to work a full-time position.

I would encourage future employees without an Animal Science background to complete the certificate program to be more prepared for the workforce.

Sincerely yours;

A handwritten signature in black ink, appearing to read 'Mark Boggess', written in a cursive style.

Mark Boggess, Ph.D. Director

University of Nebraska
Lincoln, NE 68583

To whom it may concern:

As we look to the future of our agriculture industry we must be prepared to educate students and workers who have no background in animal science and animal husbandry. With the movement of more workers being removed from the traditional farm background we must make the transition in our education system.

Therefore, I support the development of an undergraduate Animal Science Management Certificate. This certificate would provide additional training for employees who would enter our workforce with a limited animal science background. By completing the certificate program, employees could receive additional credentials in Animal Science. With many or all the courses being offered online, the certificate could be completed while allowing someone to continue working full-time.

I would encourage future employees without an Animal Science background to complete the certificate program to be more prepared for the workforce.

Nebraska's agriculture business is still one of the most important industries and we need to offer the education needed to continue to develop leaders in our industry. Whether that be through an undergraduate degree or the flexibility of a certificate program outside of a traditional degree program.

Sincerely,



February 9, 2021

Joe C. Gillespie, DVM
Professional Services Veterinarian –
Beef Cattle

3239 Satellite Blvd., Bldg. 500
Duluth, GA 30096
Mobile: (308) 350-3834
[joe.gillespie@boehringer-
ingelheim.com](mailto:joe.gillespie@boehringer-
ingelheim.com)

December 17, 2020

To: University of Nebraska-Lincoln

I would like to show my support for the development of an undergraduate Animal Science Management Certificate. The animal agriculture field is woefully short of people from top to bottom. If the university is willing and able to provide additional training for those who desire to better know the livestock industry it would be a win for both the industry and the university. I have read the guidelines and approve of the direction being presented. As a business I would fully support one of our employees with both tuition assistance and time management to help better their knowledge. Often, we overlook the sheer size and financial obligation of someone, or company involved in agriculture. To better those employees whom we depend upon to carry out what is best for the company is to take another step towards profitability.

Jack Klosterman



H-KO Land & Cattle Inc.

December 6, 2020

University of Nebraska-Lincoln:

As the former Animal Science Department Head, I recognize the need to accurately document the training that student receive. I support the development of an undergraduate Animal Science Management Certificate. This certificate would provide additional training for employees who would enter our workforce with a limited animal science background. By completing the certificate program, our employees could receive additional credentials in Animal Science. With many or all the courses being offered online, the certificate could be completed while continuing to work a full-time position.

I would encourage future employees without an Animal Science background to complete the certificate program to be more prepared for the workforce

Sincerely,

Larry L. Berger, Professor emeritus

Head, Department of Animal Science

12-7-2020

University of Nebraska-Lincoln:

I support the development of an undergraduate Animal Science Management Certificate. This certificate would provide additional training for employees who would enter our workforce with a limited animal science background. By completing the certificate program, our employees could receive additional credentials in Animal Science. With many or all the courses being offered online, the certificate could be completed while continuing to work a full-time position.

I would encourage future employees without an Animal Science background to complete the certificate program to be more prepared for the workforce.

Sincerely,

Russell J. Vering

Russell J. Vering
Central Plains Milling LLC
PO Box 396
Howells, NE 68641
402-719-1499
russv@cpmfeed.com



"Working for Nebraska beef producers - pasture to plate"

February 22, 2021

University of Nebraska-Lincoln:

We support the development of an undergraduate Animal Science Management Certificate. This certificate would provide additional training for employees who would enter our workforce with a limited animal science background. By completing the certificate program, our employees could receive additional credentials in Animal Science. With many or all the courses being offered online, the certificate could be completed while continuing to work a full-time position. A larger workforce pool with animal science understanding is needed.

Future employees without an Animal Science background who have completed the certificate program will be more prepared for the workforce among our membership.

Sincerely,

Pete McClymont
Nebraska Cattlemen
Executive Vice President & Treasurer
4611 Cattle Drive
Lincoln NE 68521-4039
pmcclymont@necattlemen.org
(402) 475-2333 Office
(308) 991-8844 Mobile

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNL Animal Science Management Undergraduate Certificate**

	(FY2021-22) Year 1		(FY2022-23) Year 2		(FY2023-24) Year 3		(FY2024-25) Year 4		(FY2025-26) 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 Animal Science Management Undergraduate Certificate**

	(FY2021-22) Year 1	(FY2022-23) Year 2	(FY2023-24) Year 3	(FY2024-25) Year 4	(FY2025-26) Year 5	Total
	Reallocation of Existing Funds					
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ¹	\$2,331	\$17,730	\$40,440	\$63,150	\$80,880	\$204,531
Other Funding						
Total Revenue	\$2,331	\$17,730	\$40,440	\$63,150	\$80,880	\$204,531

¹ Tuition only, calculated using the enrollment estimates below.

- Year 1 3 resident students at 3 credit hours each
- Year 2 5 resident, 2 nonresident students at 6 credit hours each
- Year 3 10 resident, 5 nonresident students at 6 credit hours each
- Year 4 15 resident, 8 nonresident students at 6 credit hours each
- Year 5 20 resident, 10 nonresident students at 6 credit hours each

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

MEETING DATE: April 9, 2021

SUBJECT: Creation of the Bachelor of Science in Plant and Landscape Systems in the Department of Agronomy and Horticulture in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approval to create the Bachelor of Science (BS) in Plant and Landscape Systems in the Department of Agronomy and Horticulture in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTIONS: January 18, 2008 – The Board approved the Bachelor of Science in Turfgrass and Landscape Management at UNL.

The UNL undergraduate majors in Agronomy and Horticulture were established prior to modern records of Board approvals.

EXPLANATION: The UNL Department of Agronomy and Horticulture, informed by an external program review and employer/student feedback, is proposing a new 120-credit hour BS in Plant and Landscape Systems degree that will combine three undergraduate majors: Agronomy; Horticulture; and Turfgrass and Landscape Management. The proposed major is designed to create core experiences in the areas of agronomy and horticulture for all students, attract new students while retaining the traditional audience, and provide students curricular flexibility to match their career goals. Each student will choose a curricular option in agronomy, horticulture, landscape design, or turfgrass science. They will further shape their coursework and career pathway by selecting additional emphasis areas and minors. Graduates will leverage an appreciation of plant systems; scientific knowledge and data; and teamwork, communication, and problem-solving skills to become leaders and change makers in Nebraska and beyond. Upon approval of the new major, the existing Agronomy, Horticulture, and Turfgrass and Landscape Management majors will be proposed for teach-out and elimination.

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 additional faculty or resources are needed.)

SOURCE OF FUNDS: N/A

SPONSORS:

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

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED:

/s/ Susan M. Fritz
Executive Vice President and Provost

DATE:

March 5, 2021



January 28, 2021

Susan Fritz, Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583-0745

Dear EVP Fritz,

I am forwarding to you materials related to a proposal to create a Plant and Landscape Systems BS program to be administered by the Department of Agronomy and Horticulture in the College of Agricultural Sciences and Natural Resources. The proposal will combine three current undergraduate majors: Agronomy; Horticulture; and Turfgrass and Landscape Management. Proposals to delete these current degree programs will be submitted in 2021-22 once the new program has been approved by the CCPE. The core courses are already established, there are adequate existing resources, and a sufficient number of quality faculty are available.

This proposal is supported by a 5-year Academic Program Review conducted in 2017 recommending the streamlining of majors and options, creating core experiences for all majors in the areas of agronomy and horticulture, and creating a degree name and options that attract new audiences while retaining the traditional audience. It has the full endorsement of the Academic Planning Committee and it has my approval. I am requesting you approve it and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

Ronnie D. Green, Ph.D.
Chancellor

c: Kurt Geisinger, Chair, Academic Planning Committee
Elizabeth Spiller, Executive Vice Chancellor
Michael Boehm, Vice Chancellor, IANR
Tiffany Heng-Moss, Dean, College of Agricultural Sciences and Natural Resources
Mike Zeleny, Associate to the Chancellor and APC Secretary
Renee Batman, Assistant Vice Chancellor, Academic Affairs
Suzi Tamerius, Project Coordinator, Academic Affairs
Karen Griffin, APC File

University of Nebraska-Lincoln

New Undergraduate Major or Degree

I. Descriptive Information

Name of Institution Proposing New Major or Degree
University of Nebraska-Lincoln
Name of Proposed Major or Degree
Plant and Landscape Systems
Degree to be Awarded to Graduates of the Major
Bachelor of Science (BS) in Plant and Landscape Systems
Other Majors or Degrees Offered in this Field by Institution
None
CIP Code
01.1102
Subject Code
New code: PLAS (will replace AGRO, HORT and TLMT for 000-400 level courses)
Administrative Units for the Major or Degree
Agronomy and Horticulture
Proposed Delivery Site
UNL
Program will be Offered <i>[full program, not individual courses]</i>
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
Date Approved by the Governing Board
Pending
Proposed Date the New Major or Degree will be Initiated
Upon approval by the Coordinating Commission

Summary

The proposed Bachelor of Science (BS) in Plant and Landscape Systems program will combine three current undergraduate majors housed in the Department of Agronomy and Horticulture in the College of Agriculture and Natural Sciences at the University of Nebraska-Lincoln. The three existing undergraduate programs are: 1) Agronomy, 2) Horticulture, and 3) Turfgrass and Landscape Management. Proposals to delete the three aforementioned undergraduate degree programs will be submitted in 2021-22, once the new program has been approved by the CCPE.

With the new BS in Plant and Landscape Systems, students will be able to select from long-established options of agronomy, horticulture, landscape design and management, and turfgrass science and management and also shape their career pathways through emphases and minors available to them.

- Four options
 - Agronomy
 - Horticulture
 - Landscape Design and Management
 - Turfgrass Science and Management
- Fifteen emphases
 - Urban Food Systems
 - Agronomic Crop Production
 - Entrepreneurship
 - Natural Resource Conservation
 - Plant Breeding, Genetics and Biotechnology
 - Plant Protection
 - Soil Science
 - Specialty Crop Production
 - Water for Food
 - Controlled Environment Agriculture
 - Flowers
 - Turfgrass Science and Management
 - Plant Science Research
 - Landscape Management
 - Landscape Design

II. Details

A. Purpose of the Proposed Major or Degree

In the fall of 2017, the Department of Agronomy and Horticulture conducted the five-year Academic Program Review (APR). The APR review team consisted of six external and four internal members. Prior to the APR team on-campus visit, faculty in the Department of Agronomy and Horticulture developed a self-study document that included reports and questions regarding its undergraduate programs. The Department of Agronomy and Horticulture oversees three undergraduate majors, Agronomy, Horticulture, and Turfgrass and Landscape Management. The external review recommendations included: streamlining majors and options; creating core experiences for all majors in the areas of agronomy and horticulture; creating a degree name and options that attract new audiences while retaining the traditional audience; and developing a flexible curriculum that allows students to tailor their degree program to meet their professional goals as they complete the 120 credit hours needed for graduation. In response to the review, the Department undertook a comprehensive review and steps to transform their curricular offerings.

Information gathering began with a detailed survey and inventory of courses to identify the Student Learning Outcomes (SLOs), which unified the Department's current majors. This extended to Content Learning Outcomes (CLOs) prioritized in our undergraduate courses or service courses in other departments. These SLOs and CLOS were vetted through full-day faculty-staff-student teaching-learning retreats in 2018 and 2019. These retreats facilitated mapping student learning continuum/progression, including common core foundational knowledge for all students, and identifying gaps. This informed our work in building the degree core and options.

At various stages during the process, listening sessions were held with the broader faculty, staff, current students, partnering academic units, college administrators, alumni and an alumni advisory group on the core, options, and emphases areas. The process also included feedback from graduates through surveys on both the degree framework and the degree name.

The outcomes of information gathering, synthesis, surveys and listening sessions included:

- Revising student learning outcomes (SLOs) from each of the existing majors (Agronomy, Horticulture, and Turfgrass and Landscape Management), into one list that encompassed all undergraduate students in the Department of Agronomy and Horticulture.
- Identifying courses that taught content learning objectives identified as key to the SLOs. These courses make up the *core* requirements for the new Plant and Landscape Systems major.
- The new Plant and Landscape Systems major requires all students to have at least two experiential learning opportunities (internships) and allows students to include other experiential learning opportunities (i.e., judging teams, research experiences etc.) as part of their degree program.
- Identifying *options* that will retain current students. The previous majors became options. The Turfgrass and Landscape Management major was divided into two options – a) Landscape Design and Management; b) Turfgrass Science and Management.
- Identifying core courses in each of the proposed new options under the unified Plant and Landscape Systems major.
- Increasing customization and flexibility for students by developing emphasis areas that allow them to select groupings of courses that will assist them in reaching their professional goals.
- Filling learning outcome and curricular gaps in the major by creating a new course, PLAS 230: Technical Reporting for Plant Systems, and collaborating to create ENTO 105: Natural History of Arthropods Associated with Plants and PLPT 210: Introduction to Plant Diseases.

This unified degree program will facilitate shared language and goals among our students, develop team skills, promote increased student interaction across options, help students to focus on a career that adds value to the ecosystem services in our landscapes, and develop skills in the process of science and scientific writing - aligned with the unified student learning outcomes.

B. Description of the Proposed Major or Degree:

The proposed degree in Plant and Landscape Systems that includes our long-established program of Agronomy and Horticulture, aims to educate, and develop professionals prepared to design and

manage complex plant production, landscape, and soil management systems. Graduates will leverage an appreciation of nature; scientific knowledge and data; and teamwork, communication, and problem-solving skills to become leaders and change makers in agronomic, horticultural, landscape, and turfgrass systems in Nebraska and beyond.

Specifically, graduates of the Plant and Landscape Systems major will be able to:

1. Recognize, describe, and assess the value of nature.
2. Manage complex plant and soil systems which provide services for people and the planet.
3. Apply science and technology knowledge to problem solving.
4. Use diverse methods to generate, visualize, and communicate data that reveals truths and guides decision making.
5. Demonstrate effective communication to engage a target audience based on available information.
6. Lead and contribute to teams to amplify success in problem solving.

The Plant and Landscape Systems major will include a core to be completed by all students and four options to allow students to specialize in professional areas of interest. The four primary options are: a) Agronomy, b) Horticulture, c) Landscape Design and Management, and d) Turfgrass Science and Management.

The core curriculum provides the foundational knowledge and skills necessary for success in any career pathway in Plant and Landscape Systems, including courses in plant and soil science, pest biology, systems thinking, technical communication, and career development. Students build on this foundation to pursue focused expertise through a required option. Additionally, students will complement their program of study with two additional areas of professional specialization provided through emphases and/or minors.

There are no additional admission requirements beyond UNL's core course and performance requirements. Students are assigned a faculty advisor after New Student Enrollment.

Options

The **Agronomy Option** provides specialization in managing field crop systems and includes foundational learning experiences in crop and soil management, plant genetics, and physiology. Graduates with an agronomy option will be well-prepared to pursue careers as agronomists, crop consultants and advisers, farm managers, soil conservationists, crop input suppliers/sales representatives, crop research technicians, and farming systems innovators and entrepreneurs.

The **Horticulture Option** will prepare students to manage specialty crops in field, landscape, greenhouse, and controlled environment systems. This option includes foundational knowledge in plant propagation and physiology, genetics, plant identification and selection, and specialty crop management. Graduates with a horticulture option will be ready for careers as hydroponic and urban agricultural growers; greenhouse or nursery crop managers; farm managers or consultants for vegetable, fruit, nut, herb, floral, or medicinal plants; research associates in field or greenhouse environments; suppliers and sales associates for specialty crop seeds and inputs; and plant-based innovators and entrepreneurs.

The **Landscape Design and Management Option** will prepare students to design landscapes and manage landscape plants that provide cultural, ecological, and production functions. Students will learn to identify plants and their functional benefits in the landscape, use those plants to design and communicate plans for transforming the landscape, and the technical knowledge to install and

manage landscape plants using systems thinking. Students pursuing an option in landscape design and management may be interested in careers as a landscape designer or contractor; habitat restoration specialist; public gardens manager; landscaping business owner; and horticultural therapist.

The **Turfgrass Science and Management Option** will prepare students to manage turfgrass landscapes and businesses in the golf course, sports turf, sod, and lawn care industries. Students will apply knowledge of soils, turfgrass physiology and management, and pest management from this option to pursue careers as golf course superintendents, sports turf managers, lawn care specialists, and business owners.

A summary of the actions needed to implement the new Plant and Landscape System major are in the following table.

Table 1. Action table.

Agronomy major and all options	Allow students who have been accepted for Fall 2021 to finish their degree under these majors. Students may opt into the new Plant and Landscape Systems major. Delete the majors and discontinue admission into the Agronomy, Horticulture, and Turfgrass and Landscape Management majors after the Plant and Landscape Systems major is approved and appears on the admission application (target Fall 2022 application cycle).
Horticulture major, all options, and & science emphasis	
Turfgrass and Landscape Management major and all options	
Course prefix changes for 000-400 level courses from AGRO, HORT, and TLMT to PLAS.	Implement after the Plant and Landscape Systems major is approved and appears on the admission application (target Fall 2022 application cycle). Some courses may be cross-listed with the new subject code as the transition is in progress.
Delete AGRO, HORT, and TLMT prefixes for 000-400 level courses.	Complete after new PLAS prefix is implemented.

A brief overview of the Plant and Landscape Systems major and option requirements are below (Tables 2-6). Students must select and fulfill the requirements of one option based on their interest. Detailed information is found in the Appendix.

Table 2. Plant and Landscape Systems course requirements.

Requirement	Reason	Credit Hours
SCIL 101	CASNR Integrative (ACE 8)	3
Communications	ACE 1 and ACE 2	6
Math and Statistics	ACE 3	5
Economics, Humanities, and Social Sciences	ACE 5, ACE 6, ACE, 7, and ACE 9	12
AGRO 100	Major Integrative	3
Technical Data Communication	Major core	3
Natural Sciences	ACE 4, CASNR and Major core	11
Career Experience and Preparation	Major	2
Pest Biology	Major	4
Option (one of four)	Includes ACE 10	30-33
Emphases (15 possible)/minors	Major	24
Free electives	UNL requirement to reach 120 credits	14-17
Total credit hours		120

Table 3. Agronomy option requirements.

Requirement	Credit Hours
Agronomy Core	17
Crop and Soil Management	12
Capstone	3
Free Electives	15
Total	47

Table 4. Horticulture option requirements.

Requirement	Credit Hours
Horticulture Core	15
Identification and Production	11
Natural Science and Ecology	4
Capstone	3
Free Electives	14
Total	47

Table 5. Landscape Design and Management option requirements.

Requirement	Credit Hours
Landscape Design and Management Core	24
Design, Management, and Construction	3-4
Capstone	3-4
Free Electives	15-17
Total	47

Table 6. Turfgrass Science and Management option requirements.

Requirement	Credit Hours
Turfgrass Science and Management Core	19
Soil Management	3-4
Supporting Management and Experiential Learning	5
Capstone	3
Free Electives	16-17
Total	47

Table 7. Sample 4-year plan for the Agronomy option with a Precision Agriculture minor and a Soil Science emphasis.

Credits	Term 1 - Fall	Credits	Term 2 - Spring
2	ENTO 105	3	AGRO 230
3	AGRO 131	3	ACE 2 Oral Communication
1	AGRO 132	4	AGRO 153
2	MATH 102	3	SCIL 101
3	ACE 1 Written Communication	2	PLPT 210
3	AGRO 100		
1	AGRO 102		
15		15	
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109	4	AGRO 278
4	AGRO 215	3	ACE 6 Economics
3	Emphasis or minor course	3	AGRO 204
1	TLMT 295	3	AGRO 240, 269, 366, 426, or 431
3	AGRO 240, 269, 366, 426, or 431	3	STAT 218
15		16	
	Term 5 - Fall		Term 6 - Spring
3	Emphasis or minor course	4	AGRO 325
3	Emphasis or minor course	3	ACE 5 Humanities
3	ACE 7 Arts	3	AGRO 240, 269, 366, 426, or 431
3	AGRO 240, 269, 366, 426, or 431	3	Emphasis or minor course
3	Free elective	3	Free elective
15		16	
	Term 7 - Fall		Term 8 - Spring
3	Emphasis or minor course	3	Emphasis or minor course
1	AGRO 395	3	ACE 8 Ethics
3	ACE 10 Capstone AGRO 405, 445, 475, 488 or AECN 435	3	Free elective
3	Emphasis or minor course	3	ACE 9 Global Awareness
3	Free elective	3	Emphasis or minor course
13		15	
120	8-semester credit total		

Table 8. Sample 4-year plan for the Horticulture option with an Engler Agribusiness Entrepreneurship 18-hour minor and an Urban Food Systems emphasis.

Credits	Term 1 - Fall	Credits	Term 2 - Spring
3	ACE 1 Written Communication	3	AGRO 230
1	HORT 133	3	ACE 2 Oral Communication
3	HORT 131	4	HORT 153
2	MATH 102	3	SCIL 101
2	ENTO 105	2	PLPT 210
3	HORT 100	15	
1	HORT 102		
15			
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109	4	HORT 278
4	HORT 215	3	ACE 6 Economics
2	HORT 352	3	HORT 221
1	HORT 295	3	EAEP 275
3	HORT 201, 212, 213, or 214	3	STAT 218
2	EAEP 101		
16		16	
	Term 5 - Fall		Term 6 - Spring
2	HORT 306, 307, 353, 354, 355, or 362	3	Free elective
3	EAEP 388	4	AGRO 325, 478, CHEM 106, 110, or NRES 220 and 222
3	ACE 7 Arts	3	HORT 306
3	HORT 201, 212, 213, or 214	3	Identification or production course
3	FDST 101	1	EAEP 496
1	EAEP 496		
15		14	
	Term 7 - Fall		Term 8 - Spring
3	ACE 9 Global Awareness	3	ACE 10 Capstone HORT 488
1	HORT 395	3	ACE 8 Ethics
3	EAEP 395	3	HORT 453
3	AGRI 375	3	ACE 5 Humanities
3	Free elective	1	EAEP 496
1	EAEP 496	2	free electives
14		15	
120	8-semester credit total		

III. Review Criteria

A. Centrality to UNL Role and Mission:

The Plant and Landscape Systems major will prepare students to join the workforce of professionals who advance science, design approaches, and deploy technology to solve problems in plant production and landscape systems. A majority of graduates from this program will move directly into the private or public sector workforce or start their own businesses in the agricultural and green industries. Some graduates will continue their formal academic learning by entering graduate school and pursue careers in research and education. This new degree program is designed to continue and strengthen the mission of the three undergraduate programs currently delivered by the Department of Agronomy and Horticulture, including B.S. degree programs in: 1) Agronomy, 2) Horticulture, and 3) Turfgrass and Landscape Management. Consistent with the UNL mission, the Plant and Landscape Systems major will create opportunities for students to fulfil their highest ambitions and aspirations, which will lead to economic development for the state of Nebraska.

B. Relationship to NU 5-year strategic priorities

The Plant and Landscape Systems major will continue to meet the NU's 5-year strategic priorities currently achieved by our existing programs in Agronomy, Horticulture, and Turfgrass and Landscape Management. In addition, the new degree program will contribute to the NU's 5-year strategic priorities in three critical ways. First, the Plant and Landscape Systems major will increase the quality of the undergraduate learning pathway by engaging our students in systems thinking and increasing their confidence in data-based decision making. Second, the program will maximize efficiency and effectiveness by empowering our students to select discipline focus areas using emphasis and/or minors so they are prepared to attain their professional goals and enter the *Nebraska workforce* as competent and confident professionals. Finally, graduates of this program will be able to engage with the citizens of Nebraska to help solve plant and landscape challenges with consideration of social, economic, and environmental impacts.

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

The six core student learning outcomes for the Plant and Landscape Systems major will guide students to “meet the expectations of employers who are demanding a skilled workforce that can keep pace with an explosion of knowledge and rapid technological change – locally, regionally, nationally, and globally.” The Department of Agronomy and Horticulture is the academic unit in the NU system which has the collective research, extension, and education expertise to prepare students to solve problems and drive changes in Nebraska's plant and landscape systems.

The Plant and Landscape Systems major addresses the following statewide education goals:

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

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

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

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

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

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

D. Evidence of Need and Demand

1. *Need:* This consolidated major in Plant and Landscape Systems will continue to meet the state, regional, and national need for professional agronomists, horticulturists, landscape designers and managers, and turfgrass managers. This need is also supported by our stakeholders as documented in the industry support letters from Corteva Agriscience, Ward Laboratories Inc., Landscapes Golf Management, and Kinghorn Gardens.

2. *Demand:* Historically, the majority of students in this department have come to UNL from rural communities in Nebraska. This student population remains critically important to the success of this degree program and we will continue to actively recruit and serve students from rural, agricultural communities. However, this degree consolidation provides an opportunity to rebrand our degree program so it can be recognized by more students from urban and peri-urban areas of Nebraska and beyond and will meet the large employer demand expected in the next five years (Table 1). Our goal is to increase our enrollment, increase the quality and diversity of our graduates with forward-thinking career pathways in the agricultural and green industries. These include career opportunities in digital and precision agriculture, urban food systems, and bioinformatics and biotechnology.

Market Outlook

The national labor market demand for our graduates is expected to increase through 2028. Specific occupations such as farm advisors, farm and range managers, soil and plant scientists are projected to increase by more than 5% and up to 10% from 2018 (p. 83 ACT Market Snapshot). The US Bureau and Labor Statistics¹ projects a faster than average job outlook/growth in employment for agricultural (& food) scientists through 2029. In Nebraska, employment in all industries is projected to increase by 5.5% through 2028 (NE Department of Labor²) – professional, scientific, and technical services employment will have the largest employment increase at 11.4%, with agriculture, forestry, and fishing sectors increasing by 4.91%. Occupations requiring a bachelor’s degree are expected to have an 8.4% growth. Except for the Panhandle, all NE regions are expected to experience employment growth through 2028 (NE Department of Labor²).

In fact, a recent employment outlook report released by the USDA National Institute of Food and Agriculture (NIFA) shows a strong demand for new college graduates with degrees in agricultural programs. It is projected that in the next five years, nearly 60K job opportunities will be available each year (Table 1). The projection is 2.6% growth over the previous five years (2015-2020), with employer demand exceeding available graduates. The uniquely designed Plant and Landscape Systems degree program – with core, options, and emphasis areas – will prepare our graduates to compete and obtain rewarding employment in management and business; science and engineering; food and materials production; and education, communication, and government services.

¹ <https://www.bls.gov/ooh/life-physical-and-social-science/agricultural-and-food-scientists.htm#tab-6>

² [Nebraska Economic Insight and Outlook](#)

Table 1 – Annual Employment Opportunities in Food, Agriculture, and Renewable Natural Resources and the Environment (FARNRE) for College Graduates and Expected number of FARNRE Graduates, 2020-2025 (Source: USDA-NIFA, 2020)³

Employment Type	Expected # Jobs	% Share	New FARNRE Graduates
Management & Business <i>Marketing, online sales, ecommerce</i> <i>Field technical services</i> <i>Business consultants, operations managers</i>	24,700	42%	15,552
Science & Engineering <i>Data science</i> <i>Agronomy, plant breeding & genetics</i> <i>Precision management of agriculture</i> <i>Water quality and environmental specialists</i> <i>Soil conservation and health</i>	18,400	31%	9,159
Food & Materials Production <i>Commercial & intensive livestock production</i> <i>Urban agriculture, horticulture, development of natural recreational & landscaped spaces,</i> <i>Local foods & specialty culinary products & craft beverages</i>	7,900	13%	7,293
Education, Communication & Government <i>Agriscience and natural resources teachers</i> <i>Extension & outreach personnel for rural and urban settings</i> <i>Experts in agricultural, natural resources, environmental and rural policy</i>	8,400	14%	4 108
TOTAL	59,400		

Historical Placement of Agronomy, Horticulture and Turf-Landscape Management Graduates

This consolidated major in Plant and Landscape Systems will continue to meet the state, regional, and national need for professional agronomists, horticulturists, landscape designers and managers, and turfgrass managers.

Exit survey data from recent (2016-2020) departmental graduates provide useful information about career areas of vigorous growth (Table 2). Based on survey data and personal communication with students, placement of our graduates is above 90%. Agronomy graduates are employed as agronomists or sales agronomists and have average starting salaries of \$48,610. Horticulture graduates are more diverse in their career paths, but the two most popular positions are in landscape design and production management (e.g., greenhouse manager). The average starting salary of horticulture graduates is \$39,200. Turfgrass and Landscape Management graduates are employed as assistant golf course superintendents, landscape managers, and sports turfgrass managers. Starting salaries of turfgrass and landscape management graduates average \$40,690.

Table 2 – Reported salary of new graduates (BSc. In Agronomy, Horticulture, or Turf and Landscape Management, 2016-2020.

Employer type	Salary Range
Seeds Co., Agro-Chem Co., Coops, Consulting Services, Self-employed (own farm or ranch)	\$30,000-\$90,000
Garden Centers, Nurseries, Self-employed (own greenhouse or nursery)	\$33,000-\$55,000
Golf Courses, Landscape Services, City Parks and Recreation, Sports Turf Fields	\$30,000-\$50,000

³ [USDA 2020-2025 Employment Opportunities – in Food, Agriculture, Renewable Natural Resources, and the Environment \(purdue.edu\)](https://www.purdue.edu/~nifa/2020-2025-employment-opportunities-in-food-agriculture-renewable-natural-resources-and-the-environment/)

E. Avoidance of Unnecessary Duplication

Plant and Landscape Systems is a single degree program that will replace three undergraduate majors housed in the Department of Agronomy and Horticulture, including Agronomy, Horticulture and Turfgrass and Landscape Management (proposals for deletion will be forthcoming). A primary goal in its design was to eliminate duplication in option offerings and to unify learning outcomes among existing majors in Agronomy, Horticulture, and Turfgrass and Landscape Management. No cost savings will be realized from this consolidation. However, it will ensure every undergraduate student in the Department of Agronomy and Horticulture has similar preparation in core coursework, and it allows students to learn and interact with other students who have different career goals, but ones that are based in the plant, soil, and landscape sciences. PGA Golf Management and Plant Biology are complementary majors to the Plant and Landscape Systems major. Students in those majors take courses offered by Department of Agronomy and Horticulture faculty, but have different career paths. Most PGA Golf Management graduates become golf professionals who teach golf playing skills or manage golf pro shops and nearly all Plant Biology graduates enter graduate programs.

The Department of Agronomy and Horticulture has led UNL's land-grant mission of agricultural education for over 100 years. Department faculty collaborate with other departments to deliver this training, including plant pathology, entomology, biological systems engineering, natural resources, and landscape architecture. Within the state, students from Northeast Community College, Central Community College, Southeast Community College, Nebraska College of Technical Agriculture, and Metropolitan Community College offer two-year agronomy, horticulture and turfgrass management programs. The Department regularly communicates with these community college partners and evaluates courses to determine course equivalencies. The articulation agreements with these community colleges will be updated to reflect the new curriculum changes to ensure students from Nebraska's community colleges will continue to transfer to UNL to complete a bachelor's degree in Plant and Landscape Systems (see letter of support from Nebraska College of Technical Agriculture). The University of Nebraska at Omaha no longer offers horticulture courses, but the Department of Agronomy and Horticulture works with UNO students and faculty to help students successfully transfer to UNL to complete their degree in Agronomy, Horticulture or Turfgrass and Landscape Management. This will continue to occur with students planning to transfer into the Plant and Landscape Systems major. The University of Nebraska at Kearney has an agribusiness major that emphasizes business coursework. Private colleges in Nebraska, such as Doane and Concordia, offer agribusiness courses.

Regionally, the Plant and Landscape Systems major will compete with similar programs at other land-grant institutions, including Iowa State University, Kansas State University, and South Dakota State University.

The job prospect for graduates with this degree is fertile in Nebraska and beyond as employers seek to find employees with solid foundation training as well as specialized knowledge that will be gained through the emphasis areas proposed in this degree program. The ACT Labor Market Analyses indicates 10% growth in soil and plant professionals nationally for the period of 2018-2028. Employment opportunities include industry in sales, farm advisors, and agricultural managers.

F. Adequacy of Resources

1. Faculty/Staff: No change is expected.
2. Physical Facilities and Equipment: No change is expected. In addition, the University of Nebraska-Lincoln has the infrastructure and talent to ensure students have access to library resources to support their academic success.
3. Instructional Equipment and Informational Resources: No change is expected.

4. Budget Projections (see Budget Tables 1 and 2)

CCPE Table 2 shows the enrollment growth predicted, 10 resident students per year for the next five years (net gain of 50 students, from 179 students to 229 students).

IV. Appendix

- A. Letters of Support
- B. Curriculum: Majors, Options and Emphases (includes Tables 1-21)
- C. Sample 4 Year Plans (includes Tables 22-25)
- D. Learning Outcome Maps (includes Table 26)
- E. Subject Prefix Conversion (includes Table 27)
- F. Encoura Academic Interest Report
- G. ACT Market Snapshot

A. Letters of Support

27 July 2020

University Curriculum Committee:

This letter is in support of the proposed change for the undergraduate degree by the Department of Agronomy and Horticulture. I have served on the Agronomy & Horticulture Alumni Advisory Council since 2015 as a representative from private industry (DuPont Pioneer, now Corteva Agriscience). While my graduate training was in agronomy and weed science, I have worked in cross-functional and cross-disciplinary roles throughout most of my 15-year career, to-date. Specifically focused on integrating the science of agronomy with big data and predictive analytics, I (and Corteva) am passionate about driving sustainable intensification of our cropping systems. As such, I can speak to the skillsets we need and hire for, across not only agronomy, but also data science, crop modeling, digital, and precision agriculture.

I am pleased to see the new degree, Plant and Landscape Systems, and the ability for students to select an emphasis area. These emphasis areas will allow University of Nebraska students to really differentiate themselves from the competition. Across the board, private industry struggles to identify and hire cross-trained students in not only agronomy but in areas such as data science, math, geographic information systems (GIS), and digital. Because of these current gaps within the industry, we provide needed internal training to our employees, to either bolster agronomic understanding of data scientists or vice versa.

While a strong understanding of agronomic principles needs to remain as the foundation for any student graduating from UNL A&H, we must also recognize the changing landscape of agriculture and modify antiquated programs as needed. The proposed change to a single major and allowed differentiation within said major will provide students the opportunity to learn foundational principles while also developing marketable, relevant skillsets for placement after graduation. Thank you for the opportunity to voice my support for the proposed single major. I welcome any questions or requests for additional input.

Best,

Julie Abendroth

Leader within Predictive Agriculture, Research & Development, Corteva Agriscience

UNL B.Sc. 2001, UNL M.Sc. 2004



July 22, 2020

Martha Mamo
Professor and Department Head
Department of Agronomy and Horticulture
University of Nebraska-Lincoln
202H Keim Hall
Lincoln, NE 68583-0915

Dear Dr. Mamo,

I am grateful for the opportunity to write this letter of support for the re-envisioned Plant and Landscape Systems Degree within the Department of Agronomy and Horticulture.

It is apparent that the work done over the past few years on restructuring the curriculum is both thoughtful and progressive. I am in support of the department curriculum submittal for the following reasons:

1. Supports Strong Fundamentals - Sound science needs on a daily basis in the formation of a reliable professional in service to the clientele.
2. Offers Flexibility to the Student - Allows them to chart a direction more in alignment with their goals and broadens their learning opportunities.
3. Folded within this learning environment are two critical components that this curriculum leads to:
 1. Problem Solving Skill Building
 2. Fosters a sense of curiosity to learn beyond baseline expectations.
Sustaining them as life long learners within a profession that needs both curiosity and critical thinking for the entirety of their career.

We look forward to the on-going working relationship we have with the University and Department in the years ahead.

With kind regards,

Bryan Kinghorn
President

Design Services:
6464 Center Street
Suite 120
Omaha, NE 68106

Mailing Address:
P.O. Box 12455
Omaha, NE 68112

Ph (402) 457-6492
Fx (402) 457-0071

8-6-20

Dr. Martha Mamo

Agronomy Horticulture Department

UNL 202H Keim Hall

Lincoln, NE 68583-0915

Dear Dr. Mamo

I am writing to support the “new undergraduate degree proposal – Plant and Landscape Systems”. I completed my BS and MS degrees in Agronomy at UNL in 1959 and 1961, respectively. I have been involved in soil fertility for many years and now soil health. Our laboratory works with many types of growers from around the world and I have experienced the desire for people to have more plant and soil knowledge.

I agree very strongly with the different choices for degrees. It seems natural that Agronomy and Horticulture involve growing plants and taking care of soil. Does it matter if it is an Agronomy or Horticulture plant? This proposal seems to bring the education of the student to understand plants and soils for any program. I work with all kinds of growers trying to improve their production practices or soil performance. It is interesting that I was educated in Agronomy but I have found that Horticulture has the same problems and the solving the problems are very similar, except on a different scale. I believe the new degree proposal will merge the two professions into a more diverse profession of plant and soil science.

The human population at this time seems to be more interested in the source and production of food. The new degree proposals seem to give students an opportunity to develop rewarding careers in plant and landscape systems. I think the new curriculum will fill some of the gaps I see in the soil and plant profession.

I have always been in favor of the department merger. The move now to merge the curriculums will build a sound education for all plant and landscape graduates. Opportunities should be much stronger.

A handwritten signature in cursive script that reads "Raymond C. Ward".

Raymond C. Ward
Chair, PhD, CPSS, CCA

July 20, 2020

University of Nebraska Curriculum Committee
University of Nebraska
Lincoln, Nebraska

To Whom It May Concern;

Receiving support from stakeholders for new initiatives and programs is a vital part of any process. As a member of the Agronomy and Horticulture Alumni Advisory Committee, I was honored to be included in the process of the review of the curriculum for the new Plant and Landscape Systems degree program. The diversity of opportunities in agronomy and landscaping certainly made the process challenging. During and after the scheduled meetings led by Dr. Martha Mamo and Department of Agronomy and Horticulture team members, all committee members had the opportunity to review the information, offer suggestions, and comment on the curriculum. The department leaders maintained an open dialogue and listened to all constructive comments, ideas, and critiques from this committee and many other stakeholders. Although this was the first time for me to be included in a curriculum review process, it was inclusive, open, and engaging. This review was taken very seriously.

The diversity of the Agronomy and Horticulture program created multiple options for the new degree program. Based on specific needs generated by the committee members and other stakeholders for each discipline, the curriculum developed for each of 4 options satisfied the CASNR and UNL ACE requirements, Agronomy and Horticulture CORE requirements, department options, and department emphasis, including electives. My specialized field is Turfgrass Management, one of the specific options in the degree program. Although the turfgrass management field is currently in a decline, the ability to maintain relevance during trying times is paramount to hitting the upward cycle appropriately. The composition of the courses in the program covers the needs to get young learners excited and to make graduates attractive in the marketplace. A heavy emphasis is on the science required which include botany, turfgrass management, soils, water, plant nutrition and protection. Constituents in this field also demand an appreciation for business, interpersonal skills, and technology. All of these are incorporated in the new degree program.

Classroom education as we have learned and are learning with the COVID-19 pandemic has been and may be changed forever. The ability to teach and learn in alternative fashions is certainly becoming reality at all education levels. As a distance education graduate from UNL, I learned quickly how to navigate the distance requirements of the education process. Current students and future students will certainly be required to be flexible to learn by non-traditional methods. These will include distance education, guest lectures, site visits, and internships. There is a great need in the industry to have graduates with hands-on training when they start a new position. Internships that help meet this need are built into the new degree program.

After understanding the need for this review, witnessing the seriousness of the review process by the current department leaders, and having a chance to be included in the curriculum development review, I am in support of the new degree program.

Steven A. Merkel, CGCS, MS
Director of Agronomy and Maintenance
Landscapes Golf Management
Lincoln, Nebraska

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

From: Larry Gossen
Dean, Nebraska College of Technical Agriculture (NCTA)

Date: February 5, 2021

RE: Plant and Landscape Systems Degree Program

The Nebraska College of Technical Agriculture (NCTA) supports the Department of Agronomy and Horticulture's proposal to create a new bachelor's degree program in Plant and Landscape Systems. The new degree program aligns with the needs of today's workforce of agronomists, horticulturalists, landscape designers, turfgrass managers, and more.

The faculty at NCTA are committed to partnering with the Department of Agronomy and Horticulture to revise our current Associate to Bachelor (A to B) articulation pathway so students have a seamless transition and look forward to growing our partnership programming to ensure a talent workforce to support the state's agriculture industry.

Sincerely,



Larry Gossen
Dean
Nebraska College of Technical Agriculture

B. Curriculum: Majors, Options and Emphases Tables 1-21

Table 1. CASNR Core.

CASNR Core	26 credits
College Integrative Course (ACE 8)	3
SCIL 101 Science and Decision-Making for a Complex World	
Communications	6
<p>Written Communication (ACE 1) Select one of the following: ENGL 150 Writing and Inquiry – 3 cr. ENGL 151 Writing and Argument – 3 cr. ENGL 254 Writing and Communities – 3 cr. JGEN 120 Basic Business Communication – 3 cr. JGEN 200 Technical Communication I – 3 cr. JGEN 300 Technical Communication II – 3 cr.</p>	3
<p>Oral Communication (ACE 2) Select one of the following: ALEC 102 Interpersonal Skills for Leadership – 3 cr. COMM 101 Communication for the 21st Century – 3 cr. COMM 209 Public Speaking – 3 cr. COMM 210 Communicating in Small Groups – 3 cr. COMM 215 Visual Communication – 3 cr. COMM 283 Interpersonal Communication – 3 cr. COMM 286 Business and Professional Communication – 3 cr. JGEN 300 Technical Communication II – 3 cr. MRKT 257 Sales Communication – 3 cr. TMFD 121 Visual Communication and Presentation – 3 cr.</p>	3
<p>Mathematics and Statistics (ACE 3) Select 5 credits from the following: MATH 102 Trigonometry – 2 cr. MATH 104 Applied Calculus – 3 cr. MATH 106 Calculus I – 5 cr. STAT 218 Introduction to Statistics – 3 cr.</p>	5
<p>Economics, Humanities and Social Sciences AECN 141 or ECON 200, ECON 211, or ECON 212 (ACE 6) – 3 cr. For students planning on pursuing AECN 200+ level courses, take AECN 141 or ECON 212.</p> <p>Select one course each from ACE outcomes 5, 7, and 9. – 3 cr. each</p>	12

Table 2. Major Core.

Major Core	23 credits
Major Integrative Course AGRO/HORT/TLMT 100 Plants, Landscapes, & the Environment – 3 cr.	3
Technical Data Communication AGRO/HORT/TLMT 230 Technical Reporting for Plant Systems – 3 cr.	3
Natural Sciences AGRO/HORT 131 Plant Science (ACE 4) – 3 cr. AGRO/HORT 153 Soil Resources – 4cr. AGRO/HORT 278 Botany – 4 cr.	11
Career Experience AGRO/HORT/TLMT 102 Internship and Career Preparation – 1 cr. AGRO/HORT/TLMT 295 Internship – 1 cr. A second internship (AGRO 395, HORT 395, TLMT 395L or TLMT 395T) is required and is option specific.	2
Pest Biology ENTO 105 Natural History of Arthropods Associated with Plants – 2 cr. PLPT 210 Introduction to Plant Diseases – 2 cr.	4

Table 3. Agronomy Option.

Agronomy option	32
Option requirements: AGRO 132 Agronomic Plant Science Lab – 1 cr. 1 CHEM 105 or CHEM 109 – 4 cr. 4 AGRO 204 Resource Efficient Crop Management – 3 cr. 3 AGRO 215 Genetics – 4 cr. 4 AGRO 325 Plant Physiology – 4 cr. 4 AGRO 395 Internship in Agronomy – 1 cr. 1 Select 12 hours from the following crop and soil management courses: 12 AGRO 240 Forage Crop and Pasture Management – 3 cr. AGRO 269 Principles of Soil Management – 3 cr. AGRO 366 Soil Nutrient Relationships – 4 cr. AGRO 426 Invasive Plants – 3 cr. AGRO 431 Site-Specific Crop Management – 3 cr.	
Option Capstone Course (ACE 10) Select one course: 3 AGRO 405 Crop Management Strategies – 3 cr. AGRO 445 Livestock Management on Range and Pasture – 3 cr. AGRO 488 Entrepreneurship and Enterprise Development – 3 cr. AECN 435 Advanced Agricultural Marketing Management – 3 cr. AGRO 475 Water Quality Strategy – 3 cr.	
Emphases and minors Students must complete two emphases, one emphasis and one minor, or two minors (minimally one must be in CASNR) of their choice for a minimum of 24 credit hours. Completion of a second major will account for 12 credits of this requirement. Courses used in the core, option or an emphasis area may not be counted twice. Suggested emphasis areas include: agronomic crop production; entrepreneurship; natural resources conservation; plant breeding, genetics, and biotechnology; plant protection; soil science; specialty crop production; urban food systems; and water for food. Suggested minors include agribusiness, agricultural economics, Engler entrepreneurship, international agriculture & natural resources, and precision agriculture. Students majoring in Plant and Landscape Systems cannot complete minors in agronomy, horticulture, landscape design and management, or turfgrass science and management. Students interested in these areas of study (outside of their option) should pursue relevant emphases	24
Agronomy option	32
Emphases and minors	24
Free electives	15
CASNR and Major Cores	49
Total credit hours	120

Table 4. Horticulture Option.

Horticulture option	33
Option requirements: CHEM 105 or CHEM 109 – 4 cr. HORT 133 Horticultural Plant Sciences Lab – 1 cr. HORT 215 Genetics – 4 cr. HORT 221 Plant Propagation – 3 cr. HORT 352 Horticultural Crop Physiology and Production – 2 cr. HORT 395 Internship in Horticulture – 1 cr.	4 1 4 3 2 1
Select at least 11 hours from identification and production courses. <i>At least 6 hours from identification courses:</i> HORT 212 Woody Plants for Landscapes: Identification, Management, and Use – 3 cr. HORT 213 Cultivars and Varieties of Woody Plants for Landscapes – 3 cr. HORT 214 Herbaceous Landscape Plants – 3 cr. NRES 201 Dendrology: Study and Identification of Trees and Shrubs – 3 cr. <i>At least 2 hours from production courses:</i> HORT 306 Greenhouse Practices and Management – 3 cr. HORT 307 Hydroponics for Growing Populations – 3 cr. HORT 353 Vegetable Crop Production Laboratory – 2 cr. HORT 354 Fruit Production Laboratory – 2 cr. HORT 355 Perennial, Pot and Bedding Plant Production Laboratory – 2 cr. HORT 362 Nursery Crop Production – 2 cr.	11
Select 4 hours from the following courses: AGRO 325 Plant Physiology – 4 cr. AGRO 478 Plant Anatomy – 4 cr. CHEM 106 or CHEM 110 – 4 cr. NRES 220 Ecology and NRES 222 Ecology Lab – 4 cr.	4
Option Capstone Course (ACE 10) Select one course: HORT 403 Scientific Writing and Communication – 3 cr. HORT 488 Entrepreneurship and Enterprise Development – 3 cr.	3
Emphases and minors Students must complete two emphases, one emphasis and one minor, or two minors (minimally one must be in CASNR) of their choice for a minimum of 24 credit hours. Completion of a second major will account for 12 credits of this requirement. Courses used in the core, option or an emphasis area may not be counted twice. Suggested emphasis areas include: entrepreneurship; flowers; landscape design; landscape management; plant breeding, genetics, and biotechnology; plant protection; specialty crop production; urban food systems; and water for food. Suggested minors include business; Engler entrepreneurship; hospitality, restaurant & tourism management; insect science; international agriculture & natural resources; urban forestry; and water science. Students majoring in Plant and Landscape Systems cannot complete minors in agronomy, horticulture, landscape design and management, or turfgrass science and management. Students interested in these areas of study (outside of their option) should pursue relevant emphases.	24
Horticulture option	33
Emphases and minors	24
Free electives	14
CASNR and Major Cores	49
Total credit hours	120

Table 5. Landscape Design and Management Option.

Landscape Design and Management option	30-32
<p>Option requirements: CHEM 105 or CHEM 109 OR MSYM 109– 4 cr. 4 HORT 133 Horticultural Plant Sciences Lab – 1 cr. 1 HORT 212 Woody Plants for Landscapes: Identification, Management, and Use or NRES 201 Dendrology – 3 cr. 3 HORT 213 Cultivars and Varieties of Woody Plants for Landscapes – 3 cr. 3 HORT 214 Herbaceous Landscape Plants – 3 cr. 3 HORT 228 Introduction to Landscape Management – 3 cr. 3 HORT 265 Visual Communication for Landscape Design – 3 cr. 3 HORT 267 Introduction to Landscape Design Studio – 3 cr. 3 TLMT 395L Internship in Landscape Design and Management – 1 cr. 1</p> <p>Select one course: HORT 300 Landscape Construction – 3 cr. 3-4 HORT 467 Planting Design – 4 cr. TLMT 326 Landscape Solutions – 3 cr.</p>	
<p>Option Capstone (ACE 10) Select one course: HORT 469 Ecological Landscape Design – 4 cr. HORT 470 Critical Thinking in Landscape Management – 3 cr.</p>	3-4
<p>Emphases and minors Students must complete two emphases, one emphasis and one minor, or two minors (minimally one must be in CASNR) of their choice for a minimum of 24 credit hours. Completion of a second major will account for 12 credits of this requirement. Courses used in the core, option or an emphasis area may not be counted twice. Suggested emphasis areas include: entrepreneurship; flowers; natural resources conservation; plant protection; soil science; turfgrass science and management; and urban food systems. Suggested minors include business; community and regional planning; Engler entrepreneurship; hospitality, restaurant & tourism management; insect science; international agriculture & natural resources; urban forestry; and water science. Students majoring in Plant and Landscape Systems cannot complete minors in agronomy, horticulture, landscape design and management, or turfgrass science and management. Students interested in these areas of study (outside of their option) should pursue relevant emphases.</p>	24
Landscape Design and Management option	30-32
Emphases and minors	24
Free electives	15-17
CASNR and Major Cores	49
Total credit hours	120

Table 6. Turfgrass Science and Management Option.

Turfgrass Science and Management option	30-31
<p>Option requirements</p> <p>AGRO 132 or HORT 133 – 1 cr. 1</p> <p>AGRO 325 Plant Physiology – 4 cr. 4</p> <p>CHEM 105 or CHEM 109 – 4 cr. 4</p> <p>TLMT 227 Introductory Turfgrass Management – 3 cr. 3</p> <p>TLMT 229 Introductory Turfgrass Management Laboratory – 1 cr. 1</p> <p>TLMT 327 Turfgrass Science and Management – 3 cr. 3</p> <p>TLMT 395T Internship in Turfgrass Science and Management – 1 cr. 1</p> <p>TLMT 414 Turfgrass Diseases Management – 1 cr. 1</p> <p>TLMT 480 Modified Root Zones – 1 cr. 1</p> <p>Select one course in soil management: 3-4</p> <p>SOIL 269 Principles of Soil Management – 3 cr.</p> <p>SOIL 366 Soil Nutrient Relationships – 4 cr.</p> <p>SOIL 453 Urban Soil Properties and Management – 3 cr.</p> <p>SOIL 455 Soil Chemistry and Mineralogy – 3 cr.</p> <p>SOIL 472 Applied Soil Physics – 3 cr.</p> <p>Select at least 5 hours from the following courses: 5</p> <p>AGRI 311 Domestic Study Tour in Turfgrass – 1 cr.</p> <p>AGRO 412 Crop and Weed Genetics – 2 cr.</p> <p>HRTM 475 Club Management – 3 cr.</p> <p>NRES 312 Introduction to Geospatial Information Sciences – 3 cr.</p> <p>TLMT 330 Pruning Ornamentals – 1 cr.</p> <p>TLMT 391T Special Topics in Turfgrass Science and Management – 1-5 cr.</p> <p>TLMT 395T Internship in Turfgrass Science and Management (3rd experience) – 1-3 cr.</p>	
<p>Option Capstone (ACE 10)</p> <p>TLMT 427 Turfgrass Systems Management – 3 cr. 3</p>	
<p>Emphases and minors</p> <p>Students must complete two emphases, one emphasis and one minor, or two minors (minimally one must be in CASNR) of their choice for a minimum of 24 credit hours. Completion of a second major will account for 12 credits of this requirement. Courses used in the core, option or an emphasis area may not be counted twice. Suggested emphasis areas include: entrepreneurship, flowers, landscape design, landscape management, natural resources conservation, plant protection, and soil science. Suggested minors include business; community and regional planning; Engler entrepreneurship; hospitality, restaurant & tourism management; urban forestry; and water science. Students majoring in Plant and Landscape Systems cannot complete minors in agronomy, horticulture, landscape design and management, or turfgrass science and management. Students interested in these areas of study (outside of their option) should pursue relevant emphases.</p>	24
Turfgrass Science and Management option	30-31
Emphases and minors	24
Free electives	16-17
CASNR and Major Cores	49
Total credit hours	120

EMPHASIS AREAS

Table 7. Urban Food Systems emphasis requirements.

Requirement	Credit Hours
Choose at least 3 production credits from: HORT 306 Greenhouse Management HORT 307 Hydroponics for Growing Populations HORT 353 Vegetable Crop Production Lab HORT 354 Fruit Crop Production Lab	3
Choose 3 soils credits from: SOIL 453 Urban Soil Properties and Management SOIL 455 Soil Chemistry and Mineralogy	3
Choose 3 food credits from: FDST 101 Introductory Food Science FDST 101 FDST 131 + L The Science of Food + Lab FDST 372 Food Safety and Sanitation	3
Choose 3 marketing, business, or entrepreneurship credits from: AECN 225 Agribusiness Entrepreneurship in Food Products Marketing AGRI 375 Innovations for Agriculture HORT 388 Business Systems in Entrepreneurship HORT 488 Entrepreneurship and Enterprise Development	3
Total	12

Table 8. Natural Resource Conservation emphasis requirements. ^{1,2}

Requirement	Credit Hours
Required Soil Science Courses (3-6 cr. depending on option): SOIL 269 Principles of Soil Management SOIL 279 Soil Evaluation SOIL 354 Soil Conservation and Watershed Management SOIL 366 Soil Nutrient Relationships	3-6
Required Plant Ecology and Management Courses (3-6 credits depending on option): AGRO 242 North American Wildland AGRO 245 Plants Introduction to Grassland Ecology and Management AGRO 442 Wildland Plants	3-6
Choose 6-9 credits from: AGRO 440 Great Plains Ecosystems NRES 451 Soil, Air, and Environmental Chemistry SOIL 361 Soils, Environment and Water Quality SOIL 455 Soil Chemistry and Mineralogy SOIL 460 Soil Microbiology SOIL 472 Applied Soil Physics SOIL 477 Great Plains Field Pedology WATS 281 Introduction to Water Science	6-9
Total	12-15

¹emphasis completion meets the minimum requirements for the current federal occupational requirements in positions in soil and/or natural resources conservation or management

²to meet the occupational requirements, the SOIL subject codes on cross-listed courses are required

Table 9. Flowers emphasis requirements.

Requirement	Credit Hours
HORT 261 Floral Design I	3
Choose 6 credits in Identification, production, and design from: HORT 214 Herbaceous Landscape Plants HORT 262 Floral Design II HORT 306 Greenhouse Management and Practices HORT 355 Perennial, Pot and Bedding Plant Production Laboratory HORT 362 Nursery Production	6
Choose 3 credits in business and entrepreneurship to explore new floral industry products or business plans from: AGRI 375 Innovations for Agriculture HORT 388 Business Systems in Entrepreneurship HORT 488 Entrepreneurship and Enterprise Development	3
Total	12

Table 10. Controlled Environment Agriculture emphasis requirements.

Requirement	Credit Hours
HORT 306 Greenhouse Practices and Management	3
Choose 6 additional Controlled Environment Agriculture credits from: HORT 221 Plant Propagation HORT 307 Hydroponics for Growing Populations HORT 352 Horticultural Crop Physiology and Production HORT 353 Vegetable Crop Production Laboratory HORT 355 Perennial, Pot and Bedding Plant Production Laboratory HORT 462 Cannabis Production and Breeding Basics	6
Choose 3 credits in business and entrepreneurship to explore new CEA products and business plans from: AGRI 375 Innovations for Agriculture HORT 388 Business Systems in Entrepreneurship HORT 488 Entrepreneurship and Enterprise Development	3
Total	12

Table 11. Water for Food emphasis requirements.

Requirement	Credit Hours
Choose 12 credits from: SCIL 109 Water in Society WATS 281 Introduction to Water Science SOIL 361 Soils, Environment and Water Quality AGRO 452 Irrigation Systems Management SOIL 354 Soil Conservation and Watershed Management	12
Total	12

Table 12. Agronomic Crop Production emphasis requirements.

Requirement	Credit Hours
Required, but do not count toward 12 credits if not completed in option: AGRO 204 Resource Efficient Crop Management SOIL 269 Principles of Soil Management or AGRO 366 Soil Nutrient Relationships AGRO 405 Crop Management Strategies	3 3-4 3
Choose 3-12 credits from: AGRO 240 Forage Crop and Pasture Management SOIL 269 Principles of Soil Management AGRO 366 Soil Nutrient Relationships AGRO 405 Crop Management Strategies AGRO 426 Invasive Plants AGRO 431 Site-specific Crop Management AGRO 435 Agroecology AGRO 436 Agroecosystems analysis AGRO 439 Organic Farming and Food Systems AGRO 452 Irrigation Systems Management AGRO 496 Crops Judging Competition	3-12
Total	12-13

Table 13. Specialty Crop Production emphasis requirements.

Requirement	Credit Hours
Required, but do not count toward 12 credits if not completed in option: HORT 221 Plant Propagation HORT 352 Production and Physiology of Horticultural Crops	0-5
Choose 12 credits from: HORT 306 Greenhouse Practices and Management HORT 307 Hydroponics for Growing Populations HORT 319 Edible Landscapes HORT 353 Vegetable Crop Production Lab HORT 354 Fruit Crop Production Lab HORT 355 Perennial Production Lab HORT 362 Nursery Management HORT 462 Cannabis Production and Breeding HORT 471 Vines, Wines, and You	12
Total	12-17

Table 14. Plant Breeding, Genetics, and Biotechnology emphasis requirements.

Requirement	Credit Hours
AGRO 216 Plant Breeding Principles and Practice	2
Choose ten credits from: AGRO 409A Case Studies in Plant Breeding; Breeding for Disease Resistance AGRO 409B Case Studies in Plant Breeding: Transgenic Strategies for Disease Resistance AGRO 411 Crop Genetic Engineering AGRO 412 Crop and Weed Genetics AGRO 420 Bioinformatics Applications in Agriculture BIOS 425 Plant Biotechnology AGRO 429 Plant Biotechnology Applications BIOS 471 Plant Systematics	10
Total	12

Table 15. Soil Science emphasis requirements.

Requirement	Credit Hours
Choose any 12 credit from: AGRO 269 Principles of Soil Management AGRO 279 Soil Evaluation ¹ AGRO 366 Soil Nutrient Relationships AGRO 453 Urban Soil Properties and Management AGRO 455 Soil Chemistry and Mineralogy AGRO 460 Soil Microbiology AGRO 472 Applied Soil Physics AGRO 477 Great Plains Field Pedology AGRO 496 Soil Microbiology Lab AGRO 496 Independent Study - Soil Carbon and Nitrogen Dynamics NRES 451 Soil, Air, and Environmental Chemistry	12
Total	12

¹Soil Judging Team; can be taken multiple semesters

Table 16. Entrepreneurship emphasis requirements.

Requirement	Credit Hours
Choose 6 entrepreneurship credits from: AGRI 375 Innovations for Agriculture EAEP 101 Introductory Seminar: Opportunities in Entrepreneurship EAEP 275 Agribusiness Entrepreneurial Finance ENTR 322 Family Business HORT 388 Business Systems in Entrepreneurship HORT 488 Entrepreneurship and Enterprise Development	6
<i>Choose 3 accounting credits from:</i> ACCT 200 Accounting for Business Decisions ACCT 201 Introduction to Accounting I	3
<i>Choose 3 marketing, finance or supply chain management credits from:</i> FINA 260 Personal Finance MRKT 225 Agribusiness Entrepreneurship in Food Marketing MRKT 257 Sales Communication SCMA 331 Operations and Supply Chain	3
Total	12

Table 17. Turfgrass Science and Management emphasis requirements.

Requirement	Credit Hours
TLMT 227 Introductory Turfgrass Management	3
TLMT 327 Turfgrass Science and Management	3
TLMT 427 Turfgrass Systems Management	3
Choose any 3 credits from: AGRI 311 Study Tours in US Agriculture (turf tour) TLMT 229 Introductory Turfgrass Management Lab TLMT 391T Special Topics in Turfgrass Science and Management TLMT 395 Internship in Turfgrass Science and Management TLMT 414 Turfgrass disease management TLMT 480 Modified Root Zones	3
Total	12

Table 18. Plant Science Research emphasis requirements.

Requirement	Credit Hours
Research experience for at least one internship	0
MATH 104 or 106 in core	0
PHYS 141 or 151	4-5
CHEM 110	4
Choose 4 organic and biochemistry credits from: CHEM 251 and 253 Organic Chemistry I and Laboratory (4 cr.)	4
Choose 8 plant biology credits (only 4 credits needed for agronomy option students): AGRO/HORT 215 Genetics (4 cr.) AGRO 325 Introductory Plant Physiology (4 cr.) AGRO/HORT 478 Plant Anatomy (4 cr.)	4-8
Total	16-20

Table 19. Plant Protection emphasis requirements.

Requirement	Credit Hours
AGRO 426 Invasive Plants	3
PLPT 369 Introduction to Plant Pathology	3
Choose 3 insect credits from: ENTO 115 Insect Biology ENTO 308 Field Crop Insects ENTO 403 Horticultural Insects	3
Choose three credits from: ENTO 116 Insect identification PLPT 369L Introduction to Plant Pathology Lab TLMT 414 Turfgrass diseases AGRO 270 Biological invaders NRES 348 Wildlife management	3
Total	12

Table 20. Landscape Management emphasis requirements.

Requirement	Credit Hours
Choose 12 credits from: HORT 227 Turfgrass Management HORT 228 Introduction to Landscape Management HORT 319 Edible Landscapes HORT 326 Landscape Solutions HORT 330 Pruning Ornamentals HORT 470 Critical Thinking in Landscape Management	12
Total	12

Table 21. Landscape Design emphasis requirements.

Requirement	Credit Hours
Choose 12 credits from: HORT 265 Visual Communication HORT 267 Introduction to Landscape Design HORT 300 Landscape Construction HORT 319 Edible Landscapes HORT 467 Planting Design HORT 469 Senior Design	12
Total	12

C. Sample 4 Year Plans Tables 22-25

4-YEAR PLANS

Table 22. Agronomy 4-year plan.

Agronomy Option			
Credits	Term 1 - Fall	Credits	Term 2 - Spring
2	ENTO 105	3	AGRO 230
3	AGRO 131	3	ACE 2 Oral Communication
1	AGRO 132	4	AGRO 153
2	MATH 102	3	SCIL 101
3	ACE 1 Written Communication	2	PLPT 210
3	AGRO 100		
1	AGRO 102		
15		15	
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109	4	AGRO 278
4	AGRO 215	3	ACE 6 Economics
3	Emphasis or minor course	3	AGRO 204
1	TLMT 295	3	AGRO 240, 269, 366, 426, or 431
3	AGRO 240, 269, 366, 426, or 431	3	STAT 218
15		16	
	Term 5 - Fall		Term 6 - Spring
3	Emphasis or minor course	4	AGRO 325
3	Emphasis or minor course	3	ACE 5 Humanities
3	ACE 7 Arts	3	AGRO 240, 269, 366, 426, or 431
3	AGRO 240, 269, 366, 426, or 431	3	Emphasis or minor course
3	Free elective	3	Free elective
15		16	
	Term 7 - Fall		Term 8 - Spring
3	Emphasis or minor course	3	Emphasis or minor course
1	AGRO 395	3	ACE 8 Ethics (free elective if SCIL 101 taken)
3	ACE 10 Capstone AGRO 405, 445, 475, 488 or AECN	3	Free elective
3	Emphasis or minor course	3	ACE 9 Global Awareness
3	Free elective	3	Emphasis or minor course
13		15	
120	8-semester credit total		

Table 23. Horticulture 4-year plan.

Horticulture option			
Credits	Term 1 - Fall	Credits	Term 2 - Spring
3	ACE 1 Written Communication	3	AGRO 230
1	HORT 133	3	ACE 2 Oral Communication
3	HORT 131	4	HORT 153
2	MATH 102	3	SCIL 101
2	ENTO 105	2	PLPT 210
3	HORT 100	15	
1	HORT 102		
15			
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109	4	HORT 278
4	HORT 215	3	ACE 6 Economics
2	HORT 352	3	HORT 221
1	HORT 295	3	Emphasis or minor course
3	HORT 201, 212, 213, or 214	3	STAT 218
14		16	
	Term 5 - Fall		Term 6 - Spring
2	HORT 306, 307, 353, 354, 355, or 362	4	Free elective
3	Emphasis or minor course	3	ACE 5 Humanities
3	ACE 7 Arts	4	AGRO 325, 478, CHEM 106, 110, or NRE 220 and 221
3	HORT 201, 212, 213, or 214	3	Emphasis or minor course
3	Emphasis or minor course	3	Identification or production course
14		17	
	Term 7 - Fall		Term 8 - Spring
3	Free elective	3	ACE 10 Capstone HORT 403 or HORT 488
1	HORT 395	3	ACE 8 Ethics (free elective if SCIL 101 taken)
3	Emphasis or minor course	3	Emphasis or minor course
3	Emphasis or minor course	3	ACE 9 Global Awareness
4	Free elective	3	Emphasis or minor course
14		15	
120	8-semester credit total		

Table 24. Landscape Design and Management 4-year plan.

Landscape Design and Management option			
Credits	Term 1 - Fall	Credits	Term 2 - Spring
2	ENTO 105	3	AGRO 230
4	HORT 153	3	ACE 2 Oral Communication
2	MATH 102	3	HORT 131
3	ACE 1 Written Communication	1	HORT 133
3	HORT 100	3	SCIL 101
1	HORT 102	2	PLPT 210
15		15	
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109 or MSYM 109	4	HORT 278
3	HORT 228	3	ACE 6 Economics
3	HORT 265	3	HORT 267
1	HORT 295	3	HORT 213
3	HORT 212 or 201	3	STAT 218
14		16	
	Term 5 - Fall		Term 6 - Spring
3	Emphasis or minor course	3	Free elective
3	HORT 214	3	ACE 5 Humanities
3	ACE 7 Arts	3	Emphasis or minor course
3	HORT 300, 467 or 326	3	Emphasis or minor course
3	Free elective	3	Free elective
15		15	
	Term 7 - Fall		Term 8 - Spring
3	Emphasis or minor course	3	HORT 469 or TLMT 470
1	TLMT 395L	3	ACE 8 Ethics (free elective if SCIL 101 taken)
3	Emphasis or minor course	3	Emphasis or minor course
3	Emphasis or minor course	3	ACE 9 Global Awareness
5	Free elective	3	Emphasis or minor course
15		15	
120	8-semester credit total		

Table 25. Turfgrass Science and Management 4-year plan.

Turfgrass Science and Management Option			
Credits	Term 1 - Fall	Credits	Term 2 - Spring
2	ENTO 105	3	AGRO 230
4	AGRO 153	3	ACE 2 Oral Communication
2	MATH 102	3	AGRO 131
3	ACE 1 Written Communication	1	AGRO 132 or HORT 133
3	TLMT 100	3	SCIL 101
1	TLMT 102	2	PLPT 210
15		15	
	Term 3 - Fall		Term 4 - Spring
4	CHEM 105 or 109	4	AGRO 278
3	TLMT 227	3	ACE 6 Economics
1	TLMT 229	3	Emphasis or minor course
1	TLMT 295	3	Emphasis or minor course
3	Emphasis or minor course	3	STAT 218
3	ACE 7 Arts		
15		16	
	Term 5 - Fall		Term 6 - Spring
1	option select from list*	3	SOIL 269, 366, 453, 455, or 472
1	option select from list*	1	TLMT 414
3	Emphasis or minor course	1	TLMT 480
3	Emphasis or minor course	4	AGRO 325
3	ACE 5 Humanities	3	Emphasis or minor course
3	Free elective	3	TLMT 327
		15	
14			
	Term 7 - Fall		Term 8 - Spring
3	TLMT 427	1	option select from list*
1	TLMT 395T	1	option select from list*
1	option select from list*	4	Free elective
3	ACE 8 Ethics (free elective if SCIL 101 taken)	3	ACE 9 Global Awareness
3	Emphasis or minor course	3	Free elective
4	Free elective	3	Emphasis or minor course
15		15	
120	8-semester credit total		

*option select from list: AGRI 311, AGRO 412, HORT 242, HRTM475, NRES 312, TLMT 330, 395T, 396T

D. Learning Outcome Maps

Table 26ps

Table 26. Student learning outcomes and courses that will assess each outcome (using new PLAS codes).

Learning Outcome	Specific Course(s) to Assess Outcome
Graduates from the Plant and Landscape Systems degree program will be able to:	
1. Recognize, describe, and assess the value of nature.	Botany (PLAS 278) and Soil Resources (PLAS 153)
2. Manage complex plant and soil systems which provide services for people and the planet.	Plants, Landscapes, and the Environment (PLAS 100)
3. Apply science and technology knowledge to problem solving.	Plant Science (PLAS 131), Natural History of Arthropods Associated with Plants (ENTO 105), and Introduction to Plant Diseases (PLPT 210)
4. Use diverse methods to generate, visualize, and communicate data that reveals truths and guides decision making	Plant Propagation (PLAS 221), Technical Reporting for Plant Systems (PLAS 230), and Introductory Plant Physiology (PLAS 325),
5. Demonstrate effective communication to engage a target audience based on available information.	Option-specific capstones: Scientific Writing and Communication (PLAS 403); Entrepreneurship and Enterprise Development (PLAS 488); Crop Management Strategies (PLAS 405); Ecological Landscape Design (PLAS 469); Critical Thinking in Landscape Management (PLAS 470); Turfgrass Systems Management (PLAS 427)
6. Lead and contribute to teams to amplify success in problem solving.	Technical Reporting for Plant Systems (PLAS 230), Career Experience (PLAS 395ABLT)

E. Subject Prefix Conversion

Table 27


Table 27. Prefix Conversion. Delete AGRO, HORT, and TLMT prefixes. Leave other cross-listings as is (not listed below).

Current Prefixes, Numbers, and Course Names	New Prefix and Number
AGRO 092 Plant Biology Portfolio and Assessment	PLAS 092
AGRO/HORT 100 Plants, Landscapes, & the Environment	PLAS 100
AGRO/HORT/TLMT 102 Internship and Career Preparation	PLAS 102
AGRO 107 Invasive Plant Species: Impacts on Ecosystems	PLAS 107
AGRO/HORT 131 Plant Science	PLAS 131
AGRO 132 Agronomic Plant Science Laboratory	PLAS 132
HORT 133 Horticultural Plant Science Laboratory	PLAS 133
AGRO/HORT/TLMT 134 Plant Sciences Laboratory	PLAS 134
AGRO/HORT 153 Soil Resources	PLAS 153
AGRO 204 Resource-Efficient Crop Management	PLAS 204
HORT 212 Landscape Plants I	PLAS 212
HORT 213 Landscape Plants II	PLAS 213
HORT 214 Herbaceous Landscape Plants	PLAS 214
AGRO/HORT/TLMT 215 Genetics	PLAS 215
AGRO 216 Plant Breeding Principles and Practice	PLAS 216
HORT 221 Plant Propagation	PLAS 221
AGRO/HORT/TLMT 227 Introductory Turfgrass Management	PLAS 227
AGRO/HORT/TLMT 228 Introduction to Landscape Management	PLAS 228
AGRO/HORT/TLMT 229 Introductory Turfgrass Management Laboratory	PLAS 229
AGRO 230 Technical Reporting for Plant Systems	PLAS 230
AGRO 240 Forage Crop and Pasture Management	PLAS 240
AGRO/HORT 242 North American Wildland Plants	PLAS 242
AGRO 245 Introduction to Grassland Ecology and Management	PLAS 245
HORT 261 Floral Design I	PLAS 261
HORT 262 Floral Design II	PLAS 262
HORT 265 Visual Communication for Landscape Design	PLAS 265
HORT 267 Introduction to Landscape Design Studio	PLAS 267
AGRO 269 Principles of Soil Management	PLAS 269
AGRO/HORT 278 Botany	PLAS 278
AGRO 295 Internship	PLAS 295
HORT 300 Introduction to Landscape Construction	PLAS 300
HORT 301 Introduction to Landscape Contracting	PLAS 301
HORT 306 Greenhouse Practices and Management	PLAS 306
HORT 307 Hydroponics for Growing Populations	PLAS 307
HORT 319 Edible Landscapes	PLAS 319
AGRO 325 Introductory Plant Physiology	PLAS 325
AGRO/HORT/TLMT 326 Landscape Solutions	PLAS 326
AGRO/HORT/TLMT 327 Turfgrass Science and Management	PLAS 327
AGRO/HORT/TLMT 330 Pruning Ornamentals	PLAS 330
AGRO 340 Range Management and Improvement	PLAS 340
HORT 352 Production and Physiology of Horticultural Crops	PLAS 352

Current Prefixes, Numbers, and Course Names	New Prefix and Number
HORT 353 Vegetable Crop Production Laboratory	PLAS 353
HORT 354 Fruit Production Laboratory	PLAS 354
HORT 355 Perennial, Pot and Bedding Plant Production Laboratory	PLAS 355
HORT 362 Nursery Crop Production	PLAS 362
AGRO 366 Soil Nutrient Relationships	PLAS 366
AGRO/HORT/TLMT 375 Innovations for Agriculture	PLAS 375
AGRO/HORT 388 Business Systems in Entrepreneurship	PLAS 388
TLMT 391T Special Topics in Turfgrass Science and Management	PLAS 391T
AGRO 395 Internship in Agronomy	PLAS 395A
HORT 395 Internship in Horticulture	PLAS 395B
TLMT 395T Internship in Turfgrass Science and Management	PLAS 395T
TLMT 395L Internship in Landscape Design and Management	PLAS 395L
HORT 396 Current Projects and Topics in Horticulture	PLAS 396B
HORT 399 Independent Study	PLAS 399
AGRO/HORT 403 Scientific Writing and Communication	PLAS 403
AGRO 405 Crop Management Strategies	PLAS 405
AGRO/HORT 409A Case studies in plant breeding: Breeding for Disease Resistance	PLAS 409
AGRO/HORT 409B Case Studies in plant breeding: Transgenic strategies for Disease Resistance	PLAS 409
AGRO 411 Crop Genetic Engineering	PLAS 411
AGRO 412 Crop and Weed Genetics	PLAS 412
AGRO 420 Bioinformatics Applications in Agriculture	PLAS 420
AGRO/HORT 426 Invasive Plants	PLAS 426
AGRO/HORT/TLMT 427 Turfgrass Systems Management	PLAS 427
AGRO 429 Plant Biotechnology Applications	PLAS 429
AGRO 431 Site-specific Crop Management	PLAS 431
AGRO/HORT 435 Agroecology	PLAS 435
AGRO/HORT 436 Agroecosystems Analysis	PLAS 436
AGRO/HORT 439 Organic Farming and Food Systems	PLAS 439
AGRO 440 Great Plains Ecosystem	PLAS 440
AGRO/HORT 441 Perennial Plant Function, Growth, and Development	PLAS 441
AGRO 442 Wildland Plants	PLAS 442
AGRO 444 Ecosystem Monitoring and Assessment	PLAS 444
AGRO/HORT 453 Urban Soil Properties and Management	PLAS 453
AGRO 455 Soil Chemistry and Mineralogy	PLAS 455
AGRO 460 Soil Microbiology	PLAS 460
HORT 467 Planting Design	PLAS 467
HORT 469 Ecological Landscape Design	PLAS 469
AGRO/HORT/TLMT 470 Critical Thinking in Landscape Management	PLAS 470
HORT 471 Vines, Wines, and You	PLAS 471
AGRO 472 Applied Soil Physics	PLAS 472
AGRO/HORT/TLMT 480 Modified Rootzones	PLAS 480
AGRO/HORT 488 Entrepreneurship and Enterprise Development	PLAS 488

Current Prefixes, Numbers, and Course Names	New Prefix and Number
AGRO/HORT 489 Urbanization of Rural Landscapes	PLAS 489
AGRO 496 Independent Study	PLAS 496
AGRO 498 Senior Project	PLAS 498
AGRO 499H Honors Thesis	PLAS 499H
HORT 499H Honors Thesis	delete, only need one honors course

F. Encoura Academic Interest Report

Search Name:	Exported On:	11/11/2020 3:35 PM
Search Type: Recommended, Prospect Search 	Latest Search Action:	Edited 11/11/2020 3:35 PM by You
Search Time Period: Now	Search Volume:	80,667
	Undiscovered:	3,392

Filter Summary

Filter Criteria	Criteria Details
Career & Academic Interest	Agriculture
Graduation Year	2021

Enrollment Predictor

Score Range	Volume
0.90-1.00	2,945
0.80-0.89	7,430
0.70-0.79	10,448
0.60-0.69	11,223
0.50-0.59	12,413
0.40-0.49	10,664
0.30-0.39	9,670
0.20-0.29	8,830
0.10-0.19	5,830
0.00-0.09	846

Distribution Breakdown by Gender

Gender	Volume	Percentage
Another Gender	8	0.01%
Not Reported	953	1.18%
Female	30,381	37.66%
Male	49,325	61.15%

Distribution Breakdown by State

State	Volume	State	Volume	State	Volume	State	Volume
AK	30	KS	1,529	NM	598	WA	767
AL	5,255	KY	1,376	NV	606	WI	1,739
AR	1,619	LA	2,216	NY	2,071	WV	465
AZ	1,887	MA	710	OH	4,422	WY	274
CA	5,345	MD	330	OK	3,544		
CO	908	ME	89	OR	1,193		
CT	397	MI	1,037	PA	1,866		
DC	11	MN	2,553	PR	1		
DE	174	MO	3,041	RI	47		
FL	2,410	MP	1	SC	2,554		
FM	1	MS	1,210	SD	509		
GA	2,825	MT	603	TN	3,050		
HI	423	NC	2,721	TX	7,637		
IA	1,168	ND	520	UT	794		
ID	394	NE	2,099	VA	885		
IL	1,647	NH	42	VI	1		
IN	1,828	NJ	1,035	VT	210		

G. ACT Market Snapshot



Membership matters.

**Bachelor of Science
Agriculture
Market Snapshot Data Cut**

*University X
February 2019*



Labor Market Demand- National

National Labor Market Demand: All Occupations

SOC	Description	2018 Jobs	2028 Jobs	2018-2028 Change	2018-2028 % Change	States with highest number of 2028 jobs
All SOC Codes	All Occupations	151,603,792	166,427,697	14,823,905	9.8%	CA, TX, NY, FL, IL

National Labor Market Demand: Identified Occupations

SOC	Description	2018 Jobs	2028 Jobs	2018-2028 Change	2018-2028 % Change	States with highest number of 2028 jobs
19-1011	Animal Scientists	3,540	3,901	361	10.2%	MA, WI, CA, NY, MN
25-9021	Farm & Home Management Advisors	9,907	10,895	988	10.0%	KY, MI, CA, TX, IN
49-3041	Farm Equipment Mechanics and Service Technicians	38,683	41,759	3,076	8.0%	TX, CA, IA, OH, WI
	Farmers, Ranchers, & Other Agricultural Managers	83,908	89,801	5,893	7.0%	CA, WA, TX, FL, OR
19-1012	Food Scientists and Technologists	17,686	19,111	1,425	8.1%	CA, NJ, TX, GA, MI
45-2041	Graders and Sorters, Agricultural Products	64,281	68,088	3,807	5.9%	CA, TX, WA, FL, GA
49-3042	Mobile Heavy Equipment Mechanics, Except Engines	144,224	156,631	12,407	8.6%	TX, CA, FL, PA, WA
	Soil and Plant Scientists	17,345	19,152	1,807	10.4%	CA, TX, IA, NC, MN

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNL BS in Plant and Landscape Systems**

	(FY2022) Year 1		(FY2023) Year 2		(FY2024) Year 3		(FY2025) Year 4		(FY2026) Year 5		Total Cost
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	
Personnel											
Faculty											
Professional											
Graduate Assistants											
Support Staff											
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
Operating											
General Operating ¹		\$0		\$0		\$0		\$0		\$0	\$0
Equipment											
New or renovated space											
Library/Information Resources											
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
Total Expenses		\$0		\$0		\$0		\$0		\$0	\$0

¹ The department and college will internally reallocate funds to update recruiting and advising materials, web page development, and further support recruiter travel to promote the revised program.

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNL BS in Plant and Landscape Systems**

	(FY2022) Year 1	(FY2023) Year 2	(FY2024) Year 3	(FY2025) Year 4	(FY2026) Year 5	Total
Reallocation of Existing Funds						
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ¹	\$77,700	\$155,400	\$233,100	\$310,800	\$388,500	\$1,165,500
Other Funding						
Total Revenue	\$77,700	\$155,400	\$233,100	\$310,800	\$388,500	\$1,165,500

¹ Gross tuition projection based on projected enrollment in table below. The estimated course and lab fees per student over the course of their program is \$500.

	(FY2022) Year 1		(FY2023) Year 2		(FY2024) Year 3		(FY2025) Year 4		(FY2026) Year 5	
	R	NR	R	NR	R	NR	R	NR	R	NR
Student Type										
Est. Tuition per student	\$7,770	\$24,900	\$7,770	\$24,900	\$7,770	\$24,900	\$7,770	\$24,900	\$7,770	\$24,900
Est. Total Enrollment in Major	189		199		209		219		229	
Est. Total New Students in Major	10		20		30		40		50	
Est. New Enrollment - Student Type	10	0	20	0	30	0	40	0	50	0
Est. New Tuition & Fees	\$77,700	\$0	\$155,400	\$0	\$233,100	\$0	\$310,800	\$0	\$388,500	\$0
Est. New Tuition & Fees	\$77,700		\$155,400		\$233,100		\$310,800		\$388,500	
Est. New Total Tuition & Fees	\$1,165,500									

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

MEETING DATE: April 9, 2021

SUBJECT: Creation of the Bachelor of Science in Business Administration in Law and Business in the College of Business at the University of Nebraska-Lincoln

RECOMMENDED ACTION: Approval to create the Bachelor of Science in Business Administration (BSBA) in Law and Business in the College of Business at the University of Nebraska-Lincoln (UNL)

PREVIOUS ACTIONS: The Bachelor of Science in Business Administration at UNL was established prior to modern records of Board approvals.

EXPLANATION: The proposed undergraduate, 120-credit hour Law and Business major will provide students with the legal knowledge and critical thinking skills necessary to become future business leaders. By understanding how the law works and how lawyers think, business executives can work more effectively with their legal counsel(s) to develop business strategies, maximize emerging business opportunities, and minimize potential legal risks. Combining business knowledge with an in-depth understanding of law, the judicial system, the legislative process, and the regulatory environment provides a unique educational opportunity and will make graduates with the Law and Business major marketable and attractive to a wide range of employers.

The Law and Business major is not intended to replace the University's Pre-law program. Instead, it is designed for students who are not interested in becoming a lawyer but want to understand enough about the law to be successful in business.

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

PROGRAM COST: \$8,000 for Year 1; \$178,000 over five years

SOURCE OF FUNDS: Tuition and fees

SPONSORS: Elizabeth Spiller
Executive Vice Chancellor and Chief Academic Officer

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

RECOMMENDED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021



January 20, 2021

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

Dear Susan,

I am forwarding materials related to a proposal from the College of Business and the College of Law to establish the Law and Business BSBA program to be administered by the College of Business.

This program is not intended to be a replacement for the pre-law program, but instead provide a program for students interested in law outside the liberal arts and in broad areas of business; to provide students with the legal knowledge and critical thinking skills necessary to become future business leaders. There are adequate existing resources, and sufficient number of qualified faculty available to support the program.

This proposal has the approval of the Executive Vice Chancellor, Deans of the Colleges of Business and Law, and the Academic Planning Committee. I support this proposal and recommend it to you for approval.

Sincerely,

Ronnie D. Green, Ph.D.
Chancellor

- c: Kurt Geisinger, Chair, Academic Planning Committee
- Kathy Farrell, Dean, College of Business
- Richard Moberly, Dean, College of Law
- Mike Zeleny, Associate to the Chancellor and APC Secretary
- Renee Batman, Assistant Vice Chancellor, Academic Affairs
- Suzi Tamerius, Project Coordinator, Academic Affairs
- Karen Griffin, Coordinator of Faculty Governance

University of Nebraska-Lincoln

New Undergraduate Major or Degree

I. Descriptive Information

Name of Institution Proposing New Major or Degree
University of Nebraska-Lincoln
Name of Proposed Major or Degree
Law and Business Major
Degree to be Awarded to Graduates of the Major
Bachelor of Science in Business Administration
Other Majors or Degrees Offered in this Field by Institution
None
CIP Code [IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]
22.9999 (Legal Professions and Studies – Other) ¹
Subject Code
N/A
Administrative Units for the Major or Degree
College of Business
Proposed Delivery Site
College of Business
Program will be Offered [full program, not individual courses]
<input checked="" type="checkbox"/> On-campus only <input type="checkbox"/> Distance only <input type="checkbox"/> Both (on-campus and distance)
Date Approved by the Governing Board
Pending
Proposed Date the New Major or Degree will be Initiated
Upon approval by the Coordinating Commission

¹ Due to the unique nature of the proposed new major, there is not a CIP Code that aligns closely with the major. The Colleges of Business and Law believe that the best indication of market demand for the proposed major is more closely aligned with the job market for so-called “J.D. Advantage jobs,” which do not require a Juris Doctorate degree, but which require some familiarity with the legal system and government regulation.

II. Details

Purpose of the Proposed Law and Business Major

Business leaders today need strong strategic thinking, risk analysis, and complex problem-solving skills to be successful. Leaders in business also need to understand how the law can create new business opportunities or adversely impact a business. The proposed Law and Business major will provide students with the legal knowledge and critical thinking skills necessary to become future business leaders. By understanding how the law works and how lawyers think, business executives can work more effectively with both inside and outside legal counsel to develop business strategies, maximize emerging business opportunities, and minimize potential legal risks. Combining business knowledge with an in-depth understanding of law, the judicial system, the legislative process, and the regulatory environment provides a unique educational opportunity and will make graduates with the Law and Business major marketable and attractive to a wide range of employers.

The Law and Business major is not intended to replace the University's Pre-law program. Instead, it is designed for students who are not interested in becoming a lawyer but want to understand enough about the law to be successful in business. Students who are interested in pursuing a law degree may be interested in completing the 12-credit hour law and business minor already offered through the College of Business, but most pre-law students would not be interested in completing the forty-four credit hours of supporting business coursework required for the Law and Business major.

Overview of the Proposed Law and Business Major

In the Spring of 2018, the UNL College of Business and the UNL College of Law partnered to create a new undergraduate minor in Law and Business housed at the College of Business, with the first courses offered in Fall of 2018. To obtain the minor, students must complete a series of four courses, all taught by College of Law faculty. Historically, business law classes included in the College of Business core requirements have been housed in the School of Accountancy, so the courses in the Law and Business minor are also housed there. Two of the courses in the minor are taught during the fall semester, and two courses are taught during the spring semester. Enrollment in the four required minor courses is open to students in any major and has experienced steady enrollment growth each semester. In 2020-21, average enrollment in the four minor courses is 47 students, with each course section having a total capacity of 80 students. As of February 2021, 103 students were enrolled in the Law and Business minor.

It is important to note that, due in part to the pre-existing minor in Law and Business, minimal additional resources are required to create the Law and Business major. The major incorporates the four courses included in the minor plus other pre-existing courses taught in the management, finance, political science, psychology, and criminal justice departments. Students in the Law and Business major must take five required courses (the four law courses plus a negotiating and conflict management course) and three elective courses. The elective courses allow students to focus their studies by selecting a specific area of expertise that aligns with their interests and professional goals, such as international law, employment law, real estate finance and law, environmental law, or civil liberties law.

Students in the proposed Law and Business major must also take business foundation and core coursework that is required for all College of Business majors. This coursework includes courses in micro- and macroeconomics, accounting, statistics, finance, marketing, business analytics and information analysis, operations and supply chain management, and business strategy.

What makes the proposed Law and Business Major a unique educational opportunity is the program's combination of the study of business with the study of law.

Other possible competing programs at other institutions lack this specific focus on the integration of law with business. Such programs omit the study of business and either combine law with the study of liberal arts or focus solely on legal studies without the corresponding business context.

A. Description of the Proposed Major or Degree:

Learning outcomes:

1. Understand the three major areas of the common law (torts, contracts, and property).
2. Understand the civil and criminal justice system and key legal concepts that frame the operations of these systems.
3. Learn about legislation, the sources of governmental policy and the considerations that go into legislative and administrative policymaking.
4. Learn how business leaders can intervene and influence the legislative and regulatory process.
5. Examine the relationships between corporate governance, risk, and compliance and identify the common features of effective compliance programs for business.
6. Analyze how laws, regulations, and the legal process impact business.
7. Develop leadership skills of strategic thinking, risk analysis and complex problem solving
8. Identify conflict situations, apply appropriate negotiation techniques, and evaluate negotiated outcomes.

Admission Criteria

The Law and Business major is offered through the College of Business. Students in all College of Business majors are required to take a common set of foundation and business core courses. In order to enroll in these courses, students must meet stated prerequisites. For example, to register for Business Intermediate Core courses, students must have at least a 2.5 cumulative GPA and have completed MATH104 (Applied Calculus), ACCT201 and ACCT202 (Principles of Accounting I and II), ECON211 and ECON212 (Macroeconomics and Microeconomics), BSAD220 (Business Writing, and ECON215 (Statistics). In addition, each of the four required law courses for the Law and Business Major (BLAW375, BLAW376, BLAW377, BLAW378) have a prerequisite of at least junior standing and a minimum GPA of 3.25.

Degree Requirements

Students in the Law and Business major will complete the foundation and business core classes required for all College of Business majors. In addition, students in this major will complete an additional 24 credit hours of Law and Business major coursework. This includes a 15-credit hour set of required core course in the major, which provide coverage of the common law, the civil and criminal litigation process, corporate compliance, the legislative and regulatory policymaking process, and negotiating and conflict management. Students are also required to complete nine credit hours (3 courses) of elective coursework in the major, selected from a list of twelve options. All of the elective course options are existing courses.

If approved, the Law and Business major would become the eleventh major offered in the College of Business. The majority of these majors require either 21 or 24 credit hours of major-specific coursework, in addition to the required foundation and business core classes.

Course Number	Major/Degree Credit # Credit Hours
<u>College of Business Foundation Courses</u>	
BSAD111, BSAD222, BSAD 333, BSAD444 (Career Prep Courses)	4
ECON211 (Principles of Macroeconomics)	3
ECON212 (Principles of Microeconomics)	3
ACCT201 (Principles of Accounting I)	3
ACCT202 (Principles of Accounting II)	3
ECON215 (Statistics)	3
BSAD220 (Business Writing)	3
BSAD50 (Business Computer Applications)	0
BSAD250 (Spreadsheet Analytics)	1
Total Foundation Credit Hours	23
<u>College of Business Intermediate Core Courses</u>	
BLAW371 (Legal Environment) or BLAW372 (Business Law I)	3
MNGT301 (Principles of Management)	3
MRKT341 (Principles of Marketing)	3
FINA361 (Finance)	3
SCMA350 (Business Analytics/Information Analysis)	3
SCMA331 (Operations and Supply Chain Management)	3
Total Business Intermediate Core Credit Hours	18
<u>Law and Business Major Core Requirements:</u>	
BLAW375 – The Legal System, Lawyers, and the Common Law	3
BLAW376 – Civil and Criminal Litigation	3
BLAW377 – Introduction to Corporate Compliance	3
BLAW378 – Legislation and Regulation	3
MNGT412 – Negotiating and Conflict Management	3
<u>Electives in the Major: Choose 3 courses</u>	9
AECN357 – Natural Environment and Resource Law	
CRIM475 – International Criminology and Criminal Justice	

CRIM478 – White Collar Crime	
FINA382 – Real Estate Principles and Practice	
MNGT466 – Regulatory Environment for Employment and Labor	
POLS345 – Courts, Judges and Lawyers	
POLS441 – Constitutional Law	
POLS442 – Civil Liberties: Freedom of Expression and Conviction	
POLS443 – Civil Liberties: Issues of Fairness and Equality	
POLS469 – International Law	
POLS470 – International Human Rights	
PSYC401 – Psychology and Law	
Total Major Credit Hours	24
Communications and Math Requirements	9
Achievement Centered Education (ACE) Requirements not met by business coursework	12
General Electives	34
Total Credit Hours for Degree	120

Advising

The College of Business uses a professional advising staff housed in the Business Advising and Student Engagement (BASE) Office to advise students. Advisors will be trained on the requirements for this new major. In addition, trained career coaches in the College’s Business Career Center can advise students on the employment opportunities available to students with this major.

Accreditation

There are no national standards or accreditations for this major. The College of Business is accredited by the Association to Advance Collegiate Schools of Business (AACSB).

III. Review Criteria

A. Centrality to UNL Role and Mission

Central tenets of UNL’s Role and Mission include contributing to Nebraska’s diverse future workforce, and fostering innovative, interdisciplinary endeavors that solve challenges critical to Nebraska and the world.

The proposed Law and Business major is a multidisciplinary major utilizing courses developed and taught by the College of Law, the College of Arts and Sciences and the College of Business. The major equips students to solve critical challenges by combining business knowledge with an understanding of how legal principles and frameworks and the regulatory environment affect

business. In addition, students in this major will develop analytical and complex problem-solving skills that will help them to solve critical challenges in business.

B. Relationship of the proposal to the NU Five-Year Strategy

[The Board of Regents requires language about the relationship of the proposal to the NU Five-Year Strategy. That document is available at the NU website <https://nebraska.edu/five-year-strategy>.]

1. The NU Five-Year Strategy emphasizes quality academic programs, workforce and economic development and strategic partnerships. The Law and Business major will help the University of Nebraska to achieve these goals by training graduates in skill sets that are highly valued in the business environment. The College of Business Dean's Advisory Board is comprised of representatives from many of the state's largest and most influential businesses, along with representatives from top companies nationwide. We have consulted with these business and industry leaders to construct a major that satisfies the need for mid-level and senior managers with strong business skills who also understand the legal ramifications and regulatory constraints associated with common business decisions such as hiring and terminating employees, negotiating contracts, and maximizing emerging business opportunities. According to our Advisory Board members and other leaders of large Nebraska companies, there is a shortage of workers who can critically analyze a problem and come up with a solution that maximizes value while minimizing risk factors. By combining business training with legal knowledge, the Law and Business major will prepare graduates to fill these critical roles. Further evidence of employer support for the Law and Business major is provided in the letters of support from Angie Muhleisen, President and CEO of Union Bank and Trust; Jon Panzer, Senior Vice President of Strategic Planning at Union Pacific; Matt Williams, Nebraska Senator and Chairperson of the Banking, Commerce and Insurance Committee and Jeff Noordhoek, CEO of Nelnet.

This major also creates a strategic partnership between the College of Law and the College of Business. Having College of Law faculty teach the core courses in the major provides a unique educational experience for students.

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

[Nebraska's statewide goals/plan can be found here:

<https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/COMP%20PLAN-updated%20October%202018.pdf>

The Coordinating Commission for Postsecondary Education (CCPE) Comprehensive Statewide Plan for Post-Secondary Education states that "Each postsecondary institution will fulfill its role and mission with distinction by being responsive to changing academic, workforce, societal, economic, cultural, and community development needs. Together, Nebraska's postsecondary institutions will provide access to educational opportunities that meet the diverse needs of students and citizens; create environments that foster student success; position Nebraska to excel in the global economy; and exercise careful, creative, and cooperative stewardship of available resources."

The Law and Business major is responsive to changing workforce needs and will help to position Nebraska to excel in the global economy. The new major will also provide a distinctive major that can be marketed to attract both in-state and out-of-state students, thereby increasing the State's workforce. While there are many paralegal education programs, and a substantial number of business programs with concentrations or specializations in legal studies, there are

very few undergraduate law-focused programs. Most of the existing undergraduate law programs are housed in Colleges of Arts and Science or in Schools of Government and Public Policy, and do not include substantial business coursework. Our multidisciplinary law and business major will be distinctive in this space. This unique program, combined with the strong reputation and rankings of the UNL College of Business among undergraduate business programs, will allow us to attract out-of-state students who may not otherwise choose to come to Nebraska and to keep talented Nebraska students in the state.

D. Evidence of Need and Demand

1. Need:

Evidence of need and employment market demand for the proposed Law and Business major is indicated by several sources. First, a review of employment data from the University of Nebraska-Lincoln College of Law shows that 40% of College of Law graduates in recent years accept job offers for positions that do not require a Juris Doctorate degree but do require some familiarity with the legal system and government regulation. These jobs tend to be in heavily regulated industries, such as financial services and health care. Examples of job titles for these positions include: Legal and Compliance Global Risk Manager; Data Privacy Compliance Manager; Policy Analyst; Intellectual Property Specialist; Contracts Negotiator; Government Relations Manager; Regulatory Analyst; Export and Legal Compliance Specialist; Medical Regulation and Reimbursement Manager and Corporate Compliance Manager.

Further evidence of employment market demand comes from an Indeed.com search for jobs requiring legal knowledge. Many of these jobs are in growing fields such as regulatory compliance, human resources, accounting, contracts and procurement, technology consulting, policy analysis, environmental regulation, health care, financial services and securities regulation, and real estate development.

- Entry-level positions in regulatory compliance-related jobs had over 19,000 listings on Indeed.com in October of 2019, with over 74,000 total listings for both entry-level and experience-required positions.
- A substantial number of entry-level positions were also found for contract and policy analysts in government and corporate settings.

More evidence comes from a preliminary external review of job market demand completed by Eduventures Research in January of 2020. Based on Nebraska labor data estimates for jobs over the next 10 years, Eduventures predicts a 6.6% increase in jobs for compliance officers (national average increase of 7.4%); a 6.5% increase in jobs for purchasing managers (national average increase of 5.2%); and a 15.1% increase in jobs for property, real estate, and community association managers (national average increase of 9.7%). In the regional job market including Nebraska, Kansas, Colorado, Illinois, Iowa, Minnesota, Missouri, South Dakota, and Wyoming, demand is also strong, with a predicted 9.4% increase for compliance officers, a 4.5% increase for purchasing managers, and an 11% increase for property, real estate, and community association managers.

As discussed in the overview, the Colleges of Business and Law believe that the combination of the study of business with law in the proposed major is distinctive and therefore any external demand study based on CIP codes will not accurately reflect demand for the major. A preliminary external review of student demand for this major was completed by Eduventures Research in January of 2020. This review was based on CIP Codes 22.0000

(Legal Studies, General), 22.0001 (Pre-Law Studies); 52.0201 (Business Administration and Management, General).

The Eduventures CIP code analysis shows weaker demand for Legal Studies, General and Pre-Law Studies, and much more robust demand for Business Administration and Management, General. Legal Studies and Pre-Law Studies do not align with the nature of the proposed major which combines an intensive study of business with the study of law. The strength of demand indicated in the third CIP code is more reflective of the market for the proposed major.

2. Demand:

The Colleges of Business and Law first offered courses in the Law and Business minor in Fall of 2018. We have seen strong interest in this minor, with 103 students currently enrolled in the minor. Approximately 54% of the students in the minor are from outside of the College of Business. We anticipate that the Law and Business major will be a distinctive major that will attract students from outside of the state and retain Nebraska high-school graduates in the state. It will also be an attractive second major for College of Business students.

This major does not require the creation of additional coursework, as the required law courses have already been created for the Law and Business minor and the College of Law has already assigned faculty to teach each of these courses on an in-load basis. Elective courses in the major are also existing courses.

The predicted enrollments over the next five years are outlined below. The numbers represent total enrollment for each year leading up to total enrollment of 70 students by year five. The distribution of resident and non-resident is based on the historical distribution of students in the College of Business. In addition to attracting new students, we anticipate that the Law and Business major will be a popular second major or second degree and that incremental revenues will be associated with the additional required coursework. However, to provide a conservative estimate of revenue, Table 2 is based only on estimates of revenue from new students to UNL.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Enrollment Projections	20	30	50	60	70
New UNL Students:					
Resident	3	4	7	8	9
Non-Resident	1	2	3	4	5
Existing UNL students who declare a second major or second degree					
Resident	11	16	27	32	37
Non-Resident	5	7	13	16	18

E. Avoidance of Unnecessary Duplication

Unique Curricular Characteristics of the Proposed Law and Business Major:

Two curricular characteristics make the proposed Law and Business major unique as compared with all other legal studies programs in Nebraska. First, the four core doctrinal law courses that form the heart of the program were designed and are taught by law school faculty from the University of Nebraska-Lincoln College of Law. These four core courses provide in-depth coverage of the Common Law (Contracts, Torts, and Property), Civil and Criminal Procedure, Legislation and Regulation, and Corporate Compliance, with an emphasis on business applications of the law, leadership skills, risk analysis, and complex problem-solving. The creation of these four courses by law school faculty specifically for undergraduate students interested in business, coupled with instruction from College of Law faculty members, provide a unique educational experience for undergraduate students. No other program in Nebraska offers original, in-depth courses focused specifically on business applications of the law that were developed and are taught by law school faculty members.

Second, the proposed Law and Business major requires all students to complete the same foundational coursework in business subject areas that is required for all students graduating from the University of Nebraska-Lincoln College of Business with the Bachelor of Business Administration degree. Thus, students in the proposed Law and Business major must take 23 credit hours of College of Business Foundation Courses in areas such as accounting, economics, statistics, and business writing, and further must take 18 credit hours of College of Business Intermediate Core Courses in areas such as management, marketing, finance, business analytics, and operations and supply chain management. In contrast with this rigorous foundation in business subject areas, other legal studies degree programs in Nebraska require foundational coursework in the liberal arts, with the resulting degree being a Bachelor of Arts degree.

Comparative Analysis of Paralegal Studies/ Minor Programs in Nebraska

Metropolitan Community College in Omaha offers a two-year paralegal studies program, and College of St. Mary in Omaha offers a four-year degree in paralegal studies. Nebraska Wesleyan University in Lincoln offers a legal studies minor in Political Science, with core requirements consisting of two political science courses and one philosophy course, plus an additional 9 hours of elective courses. None of these programs provide a business-focused foundational curriculum coupled with in-depth courses in the Common Law, Civil and Criminal Procedure, Legislation and Regulation, and Corporate Compliance taught by law school faculty members.

In the State of Nebraska, one university and one college offer undergraduate programs in legal studies that are not paralegal training or political science-oriented programs. The College of Business Administration at the University of Nebraska – Omaha (UNO) offers an optional Concentration in Legal Studies as part of its Major in Business Administration. At Chadron State College (CSC), the Justice Studies Department offers a Bachelor of Arts Degree in Legal Studies. As explained below, the proposed Law and Business major is distinctly different from these other programs.

Comparative Analysis of the Proposed Law and Business Major with the UNO Concentration in Legal Studies

The proposed Law and Business major is distinguishable from the UNO Concentration in Legal Studies because:

- 1) The proposed Law and Business major requires students to complete 12 credit hours of in-depth doctrinal courses, taught by law school faculty members, on the Common Law, Civil and Criminal Procedure, Legislation and Regulation, and Corporate Compliance, with an emphasis on business applications, leadership skills, risk analysis, and complex problem solving. In contrast, the UNO Concentration in Legal Studies requires only two 3-credit courses on ethical and legal applications and problems in law and society, both of which are taught by undergraduate faculty members.
- 2) The proposed Law and Business major requires students to complete an additional nine credit hours of elective courses in other specific doctrinal areas of the law. In contrast, the UNO Concentration in Legal Studies requires students to complete only six credit hours of elective courses. The list of elective courses for the proposed Law and Business major consists of twelve doctrinal courses, and further allows students to tailor their degree to their individualized interests in the sub-areas of Domestic Compliance (e.g., courses in natural environment and resource law, real estate, labor and employment law, and white collar crime), International Law (e.g., courses in international law, international criminal law, and international human rights law) or Public Law (e.g., courses in constitutional law, freedom of speech, and due process and equal protection). In contrast, the list of elective courses for the UNO Concentration in Legal Studies contains a total of seven courses, with four of these seven courses focusing on the skills of persuasive speaking, interpersonal conflict, technical writing, and managerial negotiation strategies. The remaining three elective course options for the UNO Concentration are courses in real estate law, human resources management, and a business law seminar.
- 3) The proposed Law and Business major is its own unique degree program, whereas the UNO Concentration in Legal Studies is ancillary to obtaining a degree in Business Administration.

Comparative Analysis of the Proposed Law and Business Major with Chadron State College's Legal Studies Major

The proposed Law and Business major is distinguishable from the Chadron State College Legal Studies major because:

- 1) The proposed Law and Business major is a Bachelor of Business Administration degree that requires all students to complete 23 credit hours of foundational coursework in business subject areas, plus an additional 18 credit hours of intermediate core business courses. In contrast, the Chadron State College Legal Studies major is a Bachelor of Arts degree, based in the Justice Studies Department, with foundational courses that emphasize the liberal arts.
- 2) The proposed Law and Business major requires students to complete 12 credit hours of in-depth doctrinal courses, taught by law school faculty members, on the Common Law, Civil and Criminal Procedure, Legislation and Regulation, and Corporate Compliance, with an emphasis on business applications, leadership skills, risk analysis, and complex problem solving. In contrast, the courses required for the Chadron State College Legal Studies major

are not taught by law school faculty members and do not focus specifically on business applications of the law. Instead, the Legal Studies major is a pre-law oriented degree program that surveys a broad range of legal fields.

- 3) The UNL College of Business has a national reputation and attracts students from across the United States and internationally. UNL is conveniently located near major population centers in Nebraska.

Other National Programs

In addition to the programs in the State of Nebraska discussed above, other undergraduate degree programs offered at other major universities include the following:

- University of Arizona – started in 2014 – Bachelor of Arts in Law through the School of Government and Public Policy. Online degree program with over 700 majors (many international students)
- UC-Berkeley – Bachelor of Arts in Legal Studies through the College of Letters and Sciences – approximately 120 majors
- University of Wisconsin-Madison – Bachelor’s degree in Legal Studies through College of Letters and Sciences – approximately 125 majors
- University of Massachusetts Amherst – Bachelor’s degree in Legal Studies through the Political Science Department – approximately 115 majors

While these programs offer legal coursework at the undergraduate level, they are all rooted in the liberal arts and aimed at pre-law students.

F. Adequacy of Resources:

1. Faculty/Staff

Additional faculty resources will only be needed if the number of majors or minors exceeds 160. The four required law courses in the major will be taught with a capacity of 80 students. If students complete one of the required law courses per semester, up to 160 students could be accommodated using existing law faculty resources. If enrollment exceeds 160 students, tuition resources will be available to fund staffing of additional course sections.

As discussed above, in addition to the major coursework, students in the Law and Business major will also have to complete core and foundational courses required for all business students. These courses are taught by faculty in the College of Business. An enrollment analysis of the core and foundation courses indicates that the College of Business has the capacity to accommodate the anticipated increase in enrollment from additional students who would be pursuing the Law and Business major. This analysis shows that as enrollment in the Law and Business major grows, additional recitation sections of SCMA250 (Spreadsheet Analytics) and BSAD220 (Business Writing) would be required, along with an additional section of MRKT341 (Principles of Marketing) and BLAW371 (Legal Environment). The cost of adding these sections is approximately \$35,000 per year, beginning in year two.

As enrollment in the required law courses grows, the College of Law will furnish two full-time law student Teaching Assistants at an annual cost of \$8,000 to assist with grading and leading class discussion groups.

Total incremental faculty and staff resources associated with the proposed new major would be approximately \$43,000 per year, beginning in year 2.

2. Physical Facilities and Equipment

No additional facilities and equipment are necessary to support the proposed new major in Law and Business.

3. Instructional Equipment and Library Resources

No additional instructional equipment or library resources are necessary to support the proposed new major in Law and Business. The Marvin and Virginia Schmid Law Library at the University of Nebraska-Lincoln College of Law is available for use by undergraduates as well as law students. The Law Library is fully accredited by both the American Bar Association and the Association of American Law Schools. It is the largest and oldest law library in the State of Nebraska. The Law Library has access to every state and federal case, statute, and regulation ever published. The Law Library also has a robust collection of secondary materials in multiple formats (treatises, articles, and electronic). The Law Library's collection is carefully curated by a faculty of law librarians with nearly 100 years of combined library and law practice experience and is specifically designed to support the research and academic needs of faculty and students. The Law Library maintains a website at <https://law.unl.edu/library/> where resources can be accessed electronically.

4. Budget Projections: (Expense projections CCPE Table 1; Revenue projections CCPE Table 2)

The total incremental faculty and staff resources associated with the proposed new major would be approximately \$43,000 per year, beginning in year 2. These expenses will be supported by reallocated funds in the College of Business and College of Law. See CCPE Table 1.

Based on assumptions of new students and existing students, incremental gross tuition revenue from the proposed Law and Business major will be approximately \$103,226 in year 1 and will grow to \$361,290 by year 5. This includes two categories of students: new students to UNL, and current College of Business students who will double major or pursue a dual degree. The estimates for revenues associated with current UNL students is based on the number of credit hours it would take to add a second degree or a second major.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Enrollment Projections	20	30	50	60	70
Revenue from majors who are new UNL students					
Resident	\$ 21,854	\$ 32,782	\$ 54,636	\$ 65,563	\$ 76,490
Non-resident	\$ 41,471	\$ 62,206	\$ 103,676	\$ 124,412	\$ 145,147
Incremental revenue from existing UNL students who declare a second major or second degree					
Resident	\$ 13,775	\$ 20,663	\$ 34,439	\$ 42,326	\$ 48,214
Non-resident	\$ 26,126	\$ 39,188	\$ 65,314	\$ 78,376	\$ 91,440
Total Tuition and Fee Revenue	\$ 103,226	\$ 154,839	\$ 258,065	\$ 309,678	\$ 361,290

For new students only, the total gross tuition and fee revenue will be \$63,325 in year 1 and will grow to \$221,637 in year 5 for a total of \$728,237. These estimates for revenue associated with new UNL students are what is reflected in CCPE Table 2.

IV. Letters of Support

Angie Muhleisen, President and CEO, Union Bank and Trust

Jon Panzer, Senior Vice President, Strategic Planning, Union Pacific

Matt Williams, Nebraska Senator and Chairperson of the Banking, Commerce and Insurance Committee

Jeff Noordhoek, CEO, Nelnet

UBT

Union Bank & Trust®

February 1, 2021

Kathy Farrell
Dean, College of Business
301 HLH
Lincoln, NE 68588-0490

Dear Kathy,

I am pleased to submit this letter of support for the new Law and Business major proposal in the College of Business at the University of Nebraska-Lincoln. I previously served on the Dean's Advisory Board when the College initially created the Law and Business minor which I similarly supported. Expanding the minor to also include offering a major provides students with additional opportunities to grow their knowledge of business by requiring the business foundation courses and additional major curriculum that focuses on law related issues. This expansion sends a powerful message to current and prospective students regarding the College's focus on offering leading edge programs that enhance their marketability. I anticipate that this major will prepare students for careers in various areas including financial services that need employees with an understanding of regulatory compliance, contracts, and real estate development among other related fields.

At Union Bank and Trust, we are always looking for talent within various areas that support both our personal and business customers. I believe prospective associates that have the Law and Business major would be highly competitive for positions in the areas of regulatory compliance, real estate, and human resources, among other functional areas.

If I can be a resource as you further develop this major, please let me know. I am excited about the opportunity to work with you and your future graduates.

Sincerely,



Angie Muhleisen
President & CEO

P.O. Box 82535 · Lincoln, NE 68501-2535

February 1, 2021

Kathy Farrell
Dean, College of Business
University of Nebraska-Lincoln
301 HLH
730 N. 14th Street, PO Box 880405
Lincoln, NE 68588-0405

Dear Kathy,

I'm pleased to submit this letter of support for the new Law and Business major proposal in the College of Business at the University of Nebraska-Lincoln. This new major appears to be beneficial to students in that it will better prepare them for careers in business. The curriculum includes a strong foundation in the fundamentals of business and complements that foundation with a focus on law-related issues in business. Combining business knowledge with an in-depth understanding of law, the legislative process, the judicial system, and the regulatory environment provides a unique educational opportunity and will make graduates with the Law and Business major marketable and attractive to a wide-range of employers.

I can also speak to the value of this combined degree from personal experience. While I have dual degrees in engineering and business, I find that much of my work at Union Pacific involves legal issues. The single business law course I took in graduate school was of great value, but didn't adequately prepare me for the broad range of legal topics I must navigate, including contracts, regulation, compliance, anti-trust, labor, real estate, and tax law. Looking back, I wish I had the opportunity to develop more robust legal skills while in school. Instead, I learned foundational legal concepts in a piecemeal fashion over time.

At Union Pacific, we look to hire talented students who can lead across multiple areas within our organization. The Law and Business major would make a prospective employee highly competitive for these positions.

If I can be a resource as you further develop this major, please let me know. I am excited about the opportunity to work with you and your future graduates.

Sincerely,

A handwritten signature in black ink that reads "Jon". The signature is written in a cursive, flowing style with a long, sweeping underline that extends to the left.

Jon Panzer, Senior Vice President, Strategic Planning

Nebraska State Legislature

SENATOR MATT WILLIAMS

District 36
41050 Road 762
Gothenburg, Nebraska 69138

Legislative Address:
State Capitol
PO Box 94604
Lincoln, Nebraska 68509-4604
(402) 471-2642
mwilliams@leg.ne.gov



COMMITTEES

Chairperson - Banking, Commerce
and Insurance
Vice Chairperson - Health and Human
Services
Legislature's Planning

February 8, 2021

Richard Moberly
Dean, College of Law
University of Nebraska-Lincoln
McCollum Hall
1875 N. 42nd Street
Lincoln, NE 68583-0902

Dear Dean Moberly,

I write to indicate my enthusiastic support for the proposed undergraduate Law and Business major created as a joint collaboration between the College of Law and the College of Business at the University of Nebraska-Lincoln. Combining the study of business with knowledge of how the law impacts businesses will create graduates who have a competitive edge in the workplace. Many employers operate in environments where law and regulations are an important component of business decisions and operations. College of Business undergraduates who have acquired an in-depth knowledge of the law from the law school's faculty will be attractive hires for a wide range of employers.

As you know, western Nebraska does not have an oversupply of lawyers. Businesses often must rely on their employees to identify potential legal issues and resolve them if possible, but also must know when they need to bring in outside legal counsel. Making that call requires judgment and an understanding of how the law works. Having employees with such knowledge is highly beneficial to any business organization. In that sense, the proposed Law and Business major fills an important "gap" in Nebraska's workforce. In my industry (financial services) in particular, graduates with this new major also would be highly competitive for job openings because of the strong analytical and problem-solving skills that are developed by the study of law.

If I can be of service in the future as you continue to work with the College of Business to develop this new major, please let me know. I would encourage new graduates with this major to consider the array of employment opportunities available to them in western Nebraska.

Sincerely,

A handwritten signature in cursive script that reads "Matt Williams".

Matt Williams



February 1, 2021

Kathy Farrell
Dean, College of Business
University of Nebraska-Lincoln
301 Howard L. Hawks Hall
730 North 14th Street
Lincoln, NE 68588-0490

Dear Kathy,

I'm pleased to submit this letter of support for the new Law and Business major proposal in the College of Business at the University of Nebraska-Lincoln.

As the CEO at Nelnet, this new major appears to be beneficial to students in that it will better prepare them for careers in business including roles in regulatory compliance, employment law, contracts and procurement, financial services, securities regulation, and real estate development among other related fields. The curriculum includes a strong foundation in the fundamentals of business and complements that foundation with a focus on law related issues in business. Combining business knowledge with an in-depth understanding of law, the judicial system, the legislative process, and the regulatory environment provides a unique educational opportunity and will make graduates with the Law and Business major marketable and attractive to a wide-range of employers. The elective courses allow students to focus their studies by selecting a specific area of expertise that aligns with their interests and professional goals, such as international law, employment law, real estate finance and law, environmental law or civil liberties law.

At Nelnet, we are often looking for talent across multiple areas within our organization and believe prospective employees that have the Law and Business major would be highly competitive for positions in the areas of regulatory compliance, the innovation hub, and finance among other functional areas.

If I can be a resource as you further develop this major, please let me know. I am excited about the opportunity to work with you and your future graduates.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey R. Noordhoek'.

Jeffrey R. Noordhoek



TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM

UNL BSBA in Law and Business

	(FY2022) Year 1		(FY2023) Year 2		(FY2024) Year 3		(FY2025) Year 4		(FY2026) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Faculty ¹			0.4	\$34,500	0.4	\$34,500	0.4	\$34,500	0.4	\$34,500	\$138,000
Professional											
Graduate Assistants ²	0.4	\$8,000	0.4	\$8,000	0.4	\$8,000	0.4	\$8,000	0.4	\$8,000	\$40,000
Support Staff											
Subtotal	0.4	\$8,000	0.8	\$42,500	0.8	\$42,500	0.8	\$42,500	0.8	\$42,500	\$178,000
Operating											
General Operating		\$0		\$0		\$0		\$0		\$0	\$0
Equipment											
New or renovated space											
Library/Information Resources											
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
Total Expenses		\$8,000		\$42,500		\$42,500		\$42,500		\$42,500	\$178,000

¹ Estimated temporary faculty expenditures to support core business foundation courses, based on enrollment predictions. Funded by reallocation of resources from the College.

² Two graduate assistants to assist with grading core law courses, not graduate assistantships with benefits and tuition waivers. Funded by reallocation of resources from the College.

TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM

UNL BSBA in Law and Business

	(FY2022) Year 1	(FY2023) Year 2	(FY2024) Year 3	(FY2025) Year 4	(FY2026) Year 5	Total
Reallocation of Existing Funds						
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ¹	\$63,325	\$94,987	\$158,312	\$189,975	\$221,637	\$728,237
Other Funding						
Total Revenue	\$63,325	\$94,987	\$158,312	\$189,975	\$221,637	\$728,237

¹ There are no course fees associated with the courses included in the Law and Business Major. See model assumptions in tables below.

	(FY2022) Year 1		(FY2023) Year 2		(FY2024) Year 3		(FY2025) Year 4		(FY2026) Year 5	
	R	NR	R	NR	R	NR	R	NR	R	NR
Student Type										
Est. Tuition per student	\$8,700	\$27,870	\$8,700	\$27,870	\$8,700	\$27,870	\$8,700	\$27,870	\$8,700	\$27,870
Est. Total Enrollment in Major	20		30		50		60		70	
Est. Enrollments from UNL double majors	16		24		40		48		56	
Est. Total New Students in Major	4		6		10		12		14	
Est. New Enrollment - Student Type	3	1	4	2	6	4	8	4	9	5
Est. New Tuition & Fees	\$21,854	\$41,471	\$32,782	\$62,206	\$54,636	\$103,676	\$65,563	\$124,412	\$76,490	\$145,147
Est. New Tuition & Fees	\$63,325		\$94,987		\$158,312		\$189,975		\$221,637	
Est. New Total Tuition & Fees										\$728,237

Model Assumptions:

	Year 1	Year 2	Year 3	Year 4	Year 5
1) Total Enrollment Projections	20	30	50	60	70
Enrollment - New UNL students	4	6	10	12	14
Incremental SCH per Student per AY - New UNL students	30	30	30	30	30
Percentage resident enrollment	62.8%	62.8%	62.8%	62.8%	62.8%
Percentage non-resident enrollment	37.2%	37.2%	37.2%	37.2%	37.2%
Revenue from majors who are new UNL students					
Resident	\$ 21,854	\$ 32,782	\$ 54,636	\$ 65,563	\$ 76,490
Non-resident	\$ 41,471	\$ 62,206	\$ 103,676	\$ 124,412	\$ 145,147
Total Tuition Revenue	\$ 63,325	\$ 94,987	\$ 158,312	\$ 189,975	\$ 221,637

TO: The Board of Regents Addendum XI-A-7
Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Creation of a Master of Science in Biostatistics to be administered by Graduate Studies and the Department of Biostatistics in the College of Public Health at the University of Nebraska Medical Center

RECOMMENDED ACTION: Approval to create a Master of Science (MS) in Biostatistics to be administered by Graduate Studies and the Department of Biostatistics in the College of Public Health at the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: June 26, 2020 – The Board approved the continuation of the PhD in Biostatistics at UNMC and the forwarding of the associated review report and monitoring plan to the Coordinating Commission for Postsecondary Education.
December 8, 2011 – The Board approved the creation of a PhD in Biostatistics at UNMC.

EXPLANATION: The proposed 36-credit hour online and in-person UNMC MS degree program in Biostatistics will focus on providing students with essential skills in statistical methods and data science techniques for biomedical research and clinical studies. The curriculum includes biostatistics theory, statistical modeling of clinical data, clinical trials methodology, biostatistical computing, and methods of machine learning. The proposed degree will provide a strong educational foundation to individuals who want to pursue a career as a statistician or data analyst in a health care research institution or pharmaceutical industry, or who plan to continue their education in a doctoral program of Biostatistics.
This proposal has been approved by the Council of Academic Officers and the Executive Graduate Council. This proposal also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: \$36,554 for Year 1; \$183,901 over five years

SOURCE OF FUNDS: Existing College of Public Health funds and tuition and fees

SPONSORS: H. Dele Davies
Senior Vice Chancellor for Academic Affairs
Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021



September 4, 2020

Susan Fritz, Ph.D.
Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583
smfritz@nebraska.edu

Dear Provost Fritz:

We are forwarding you the materials relating to the creation of a Master of Science in Biostatistics, administered by Graduate Studies and the Department of Biostatistics in the College of Public Health. This program has both campus and online options, designed to prepare biostatisticians for their critical role in research. It will provide students with essential skills in statistical methods and data science techniques for biomedical research and clinical studies. The goal is to provide quality education to individuals who want to pursue a career as a statistician or data analyst in health care research institution, pharmaceutical industry, or plan to continue their education in a doctoral program of Biostatistics. The online option will expand our reach to train individuals outside of Nebraska in one of the most high demand and fastest growing professions.

This proposal has been reviewed by us, and it has our approval. We are requesting your review and approval, that of the Chief Academic Officers, and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Dele Davies'.

H. Dele Davies, MD, MS, MHCM
Senior Vice Chancellor

A handwritten signature in purple ink, appearing to read 'Jeffrey P. Gold'.

Jeffrey P. Gold, MD
Chancellor, University of Nebraska Medical Center

Proposal to Create the Master of Science in Biostatistics

I. DESCRIPTIVE INFORMATION

- **The name of institution proposing the program:**
 - University of Nebraska Medical Center (UNMC)
- **The name of the program proposed:**
 - Biostatistics
- **Degrees/credentials to be awarded graduates of the program:**
 - Master of Science (MS)
- **Other programs offered in this field by this institution:**
 - PhD in Biostatistics and Master of Public Health (MPH) Concentration in Biostatistics
- **CIP code:**
 - 26.1102
- **Administrative units for the program:**
 - College of Public Health, Department of Biostatistics
- **Proposed delivery site(s), and type(s) of delivery, if applicable:**
 - Sites: UNMC
 - Type(s) of delivery: On-campus and online
- **Date approved by governing board:**
 - Pending
- **Proposed date (term/year) the program will be initiated:**
 - Upon approval by the Coordinating Commission
- **Description, including credit hours and other requirements (program of study) and purpose of the proposed program:**

1. Abstract of the Program Proposal

The Department of Biostatistics in the College of Public Health (COPH) at the University of Nebraska Medical Center (UNMC) proposes to establish a Master of Science (MS) degree program in Biostatistics. The program focuses on providing students with essential skills in statistical methods and data science techniques for biomedical research and clinical studies. The

curriculum includes biostatistics theory, statistical modeling of clinical data, clinical trials methodology, biostatistical computing, and methods of machine learning. The goal is to provide quality education to individuals who want to pursue a career as a statistician or data analyst in health care research institution, pharmaceutical industry, or plan to continue their education in a doctoral program of Biostatistics.

The MS in Biostatistics addresses the state's needs in higher education in the following ways. First, the program recognizes the demand for students in the discipline of biostatistics. Students applying for jobs in Biostatistics will be more marketable if they have an MS degree in Biostatistics instead of a Master of Public Health (MPH) degree with a concentration in Biostatistics because the MS degree is more widely recognized by research institutes and the health care industry. Second, the UNMC Department of Biostatistics faculty have the most expertise in the state to deliver the unique educational needs of this discipline. Third, the MS in Biostatistics is specifically designed based on the knowledge and skills that are currently needed by professionals in this discipline. Attainment of an MS degree in Biostatistics is necessary for employment in many health care industries and will enable graduates to be well-positioned to secure and support grant-funded research projects that will boost Nebraska's economic competitiveness. Fourth, the MS degree program in Biostatistics will provide a pathway to the PhD in Biostatistics, a much-desired discipline in the state of Nebraska and nationally. Finally, offering both MS and PhD degrees will enhance the academic competitiveness of the UNMC Department of Biostatistics.

All courses in the program will be offered both on-campus (in-person) and online. The 36-credit hour program is designed to be completed in two years by full-time students, and four years by part-time students. The Biostatistics Graduate Program Committee, within the framework of the Office of Graduate Studies, will be responsible for coordinating overall strategy, formulating policies, and establishing general requirements for the program.

2. Program of Study

Program Philosophy

This program is designed to meet the needs of Nebraska for well-trained biostatisticians and health data analysts. This degree will train students in data management and computing, statistical reasoning, scientific logic, data analysis, and data interpretation. These skills are essential to prepare students to work as a biostatistician or health data analyst in research institutes and the health care industry. Students will receive a strong quantitative background which will prepare them to apply to the PhD program in Biostatistics should they desire academic careers or the next level of training.

Admissions Requirements

Applicants must follow the formal procedures established for admission to the graduate program at the UNMC campus. Admissions will take place in the fall. Students will select either a thesis or non-thesis option.

All applicants must hold (or be awarded before entry) a bachelor's degree from an accredited college or university, with a grade point average (GPA) of at least B (3.0 on a 4.0-point scale) and have a strong quantitative background. Applicants need to have taken undergraduate courses in Calculus I, Calculus II, Multivariable Calculus, Linear Algebra, and Introductory Statistics, each with a grade of B (3.0 GPA on a 4.0-point scale) or higher. Applicants who fulfill other requirements but lack one of the essential prerequisites as stipulated above may be admitted to the program; however, they must fulfill that requirement before registering for any course for which it is a prerequisite.

The following information is required for applicants to the MS Biostatistics program:

- Undergraduate transcripts reflecting an earned bachelor's degree.
- Three letters of recommendation, with at least one from a professor.
- A one-page personal statement describing the applicant's:
 - Interest in and potential for contributing to the field of biostatistics;
 - Career objectives; and
 - Self-assessment of computer, quantitative analysis, personal skills, and general preparation for succeeding in a biostatistics MS program.
- All applicants whose native language is not English and whose undergraduate degree is not from a college or university where courses are predominantly taught in English are required to submit satisfactory official scores on the Test of English as a Foreign Language (TOEFL) or International English Language Testing System (IELTS), according to the admission standard of UNMC for international students.

Options for the MS Degree

Students can choose a non-thesis or a thesis option to complete the MS in Biostatistics degree. Students choosing the non-thesis option are required to pass a written comprehensive exam. Those who fail the written comprehensive exam can retake the exam or move to the thesis option. Students choosing the thesis option will work with an advisory committee to complete a written thesis and present the research outcome from the thesis in a public forum.

MS in Biostatistics Student Faculty Advisement/Supervision

Upon matriculation, all students will be assigned an academic advisor who will help develop a personalized plan for completing the MS in Biostatistics program and evaluate academic progress in the program. Advisors will be faculty in the Department of Biostatistics. Advisors will work with students to complete an individualized plan of study by the end of the first semester of enrollment. For students selecting the thesis option, an advisory committee consisting of the students' advisor and a minimum of two more members will be responsible for supervising the student's thesis work toward earning the MS degree. The advisory committee must be formed by the time the student has completed 18 credit hours and will meet at least once every term until graduation.

MS in Biostatistics Program Competencies

CODE NAME	CONTENT
BIOSMS1	Demonstrate knowledge and skills necessary to conduct biostatistical research.
BIOSMS2	Think critically and creatively to solve problems in Biostatistics.
BIOSMS3	Effectively communicate biostatistical results
BIOSMS4	Apply appropriate statistical methods for estimation and inference, using a software package for data management, statistical analyses, and data presentation.
BIOSMS5	Apply statistical methods for quality control and data cleaning to already collected data, verify assumptions of statistical tests and models, and implement appropriate methods to address any issues discovered.
BIOSMS6	Evaluate the strengths and limitations of study design and statistical analyses of public health and biomedical studies.

Evaluation of Program Competencies

Several strategies will be used to evaluate student attainment of the MS in Biostatistics competencies. We will measure the extent to which the students have gained the competencies through:

1. Assignment and examinations in the core courses (BIOS 801, BIOS 802, BIOS 810, BIOS 815, BIOS 818, BIOS 823, BIOS 824, and BIOS 829).
2. Students in the non-thesis option will take a comprehensive exam.
3. Students in the thesis option will complete a written thesis and present research outcomes in a public forum.

Curriculum

The MS program in Biostatistics is 36 credit hours to be completed in two years by full-time students taking 18 credit hours per year, and four years by part-time students. All courses listed are offered both on-campus and online.

Required courses for both non-thesis and thesis options:

Core Courses (8 courses/24 credit hours)

- BIOS 801 Biostatistics Theory I
- BIOS 802 Biostatistics Theory II
- BIOS 810 Introduction to SAS Programming
- BIOS 815 Biostatistical Computing
- BIOS 818 Biostatistical Methods II
- BIOS 823 Categorical Data Analysis
- BIOS 824 Survival Data Analysis
- BIOS 829 Introduction to Biostatistical Machine Learning

Required Public Health Course (1 course/3 credits)

- HPRO 830 Foundations of Public Health

Non-thesis option:

The following list of electives is not all inclusive; any graduate level course offered at any University of Nebraska School that is approved by the student's committee may be taken for elective credit.

Electives (9 credit hours – at least 6 credit hours in Biostatistics or Statistics)

- BIOS 825 Correlated Data Analysis
- BIOS 835 Design of Medical Studies
- EPI 820 Epidemiology in Public Health
- EPI 845 Epidemiologic Methods
- EPI 945 Analytic Epidemiologic Methods
- STAT 803 Ecological Statistics (UNL)
- STAT 804 Survey Sampling (UNL)
- STAT 831 Spatial Statistics (UNL)
- STAT 841 Statistical Methods for High Throughput Biological Data (UNL)
- STAT 842 Computational Biology (UNL)
- STAT 8426 Exploratory Data Visualization and Quantification (UNO)
- ISQA 8206 Information and Data Quality Management (UNO)
- Other relevant courses upon departmental approval

Thesis option:

Thesis (3 credit hours)

- BIOS 899 Thesis

The following list of electives is not all inclusive; any graduate level course offered at any University of Nebraska School that is approved by the student's committee may be taken for elective credit.

Electives (6 credit hours – at least 3 credit hours in Biostatistics or Statistics)

- BIOS 825 Correlated Data Analysis
- BIOS 835 Design of Medical Studies
- EPI 820 Epidemiology in Public Health
- EPI 845 Epidemiologic Methods
- EPI 945 Analytic Epidemiologic Methods
- STAT 803 Ecological Statistics (UNL)
- STAT 804 Survey Sampling (UNL)
- STAT 831 Spatial Statistics (UNL)
- STAT 841 Statistical Methods for High Throughput Biological Data (UNL)
- STAT 842 Computational Biology (UNL)

- STAT 8426 Exploratory Data Visualization and Quantification (UNO)
- ISQA 8206 Information and Data Quality Management (UNO)
- Other relevant courses upon departmental approval

Plan of Study

Below are two sample plans of study for full-time students with the non-thesis option.

Plan 1:

<u>Fall 1st</u>	<u>Spring 1st</u>	<u>Fall 2nd</u>	<u>Spring 2nd</u>
BIOS 801	BIOS 802	BIOS 815	BIOS 829
BIOS 810	BIOS 823	BIOS 824	HPRO 830
BIOS 818	BIOS 835	Elective	Elective

Plan 2:

<u>Fall 1st</u>	<u>Spring 1st</u>	<u>Fall 2nd</u>	<u>Spring 2nd</u>
BIOS 801	BIOS 802	BIOS 815	BIOS 829
BIOS 810	BIOS 823	BIOS 824	HPRO 830
BIOS 818	Elective	Elective	BIOS 835

The plan of study for part-time students or students with the thesis option will be customized to their individual situation with the help of their Advisor.

Program Management

The Biostatistics Graduate Program Committee will be responsible for establishing admission criteria, admitting students, matching students with faculty advisors, and administering the Comprehensive Exam (non-thesis option). The student’s Advisory Committee (thesis option) reports to the Biostatistics Graduate Program Committee and is responsible for supervising the thesis and final presentation.

II. REVIEW CRITERIA

ADEQUACY OF RESOURCES

The MS program in Biostatistics will be managed by the Biostatistics Department in the College of Public Health (COPH) at UNMC. Adequate resources to develop and implement the program are available.

1. Faculty, Staff, and Other Resources

Department of Biostatistics

The Department of Biostatistics' main areas of research expertise include clinical trials, study design, survival analysis, generalized linear models, longitudinal analysis, survey methodology, analysis of microarray gene-expression data, imaging data and other high-dimensional data, and causal inference for electronic health record data. Department members assist investigators in planning and designing scientific studies, developing efficient and effective means of collecting and managing data, and identifying, strengthening, and communicating findings.

Faculty

UNMC's Department of Biostatistics has 12 full-time graduate faculty members (with five recruited in the last two years including the departmental chairperson), one instructor, seven Master-level staff biostatisticians, and two administrative staff members.

The Department of Biostatistics graduate faculty members include:

- Ying Zhang, PhD, Department Chair
- Hongying (Daisy) Dai*, PhD
- Ran Dai, PhD
- Jianghu (James) Dong, PhD
- Yeongjin Gwon, PhD
- Gleb Haynatzki*, PhD
- Jane Meza, PhD
- Kendra Schmid, PhD
- Lynette Smith*, PhD
- Christopher Wichman*, PhD, Graduate Program Director
- Fang Yu, PhD
- Cheng Zheng*, PhD

*Biostatistics Graduate Program Committee

Physical Facilities

The College is housed in the Harold M. and Beverly Maurer Center for Public Health, a state-of-the-art facility located on the UNMC campus. The 61,423 square foot facility provides offices, classrooms, workspaces, and meeting spaces for College students, faculty, and staff. The facility provides approximately 14,640 square feet of lockable office space for faculty and staff, and 5,330 square feet of modular office space for staff and teaching and research assistants. Centrally located space for core support function (mail, copying and general workspace) is provided on each of the facility's three floors.

Instructional Equipment and Informational Resources

The facility has four conference rooms plus three rooms that facilitate collaborative learning/research available to College administration, faculty, and staff. Three conference rooms are equipped, at minimum, with Smart Board technology. Additionally, one of these conference rooms is equipped to provide streaming Internet video and two-way video conferencing. The COPH features nine classrooms. Three of the rooms have Internet video streaming and two-way video conferencing, and two of these additionally have Echo 360 video/audio recording. Classrooms range in size from an 82-seat auditorium to multiple 16-20 seat classrooms. The combined education and student support area is approximately 6,740 square feet.

Students will have access to UNMC's McGoogan Health Sciences Library. The McGoogan Health Sciences Library serves the information needs of UNMC students, faculty, and staff. The Library website promotes selected full text resources, such as AccessMedicine and UpToDate. The Library's electronic collection includes over 6,100 health care and research-related e-journals, 43 databases, and 548 e-books; its print collections include 157,629 bound journals and 82,848 books. The Interlibrary Loan Department is part of an extensive, worldwide network that quickly obtains the full-text information required by students and faculty for research and education purposes.

The Library has assigned a liaison librarian to serve public health students and educators. The COPH Library liaison has created and maintains a public health "libguide" (<https://unmc.libguides.com/publichealth>) that is stocked with and has links to journals and information of interest to public health students, faculty, and staff.

UNMC has significantly expanded its investment in information and educational technology over the past 10 years. This investment includes technical staff support; a robust, secure campus network; and a multi-campus, statewide video network. There is wireless high-speed internet access throughout the UNMC campus, and students have access to the Microsoft Office suite as part of an institutional license. Consistent with many other accredited MS in Biostatistics programs, students will be required to have a laptop and/or tablet for the duration of their program of study. All courses will follow campus policies and will be ADA (Americans with Disabilities Act) compliant. UNMC provides on-call support for information technology issues. Any additional students' needs will be addressed on a case-by-case basis.

The COPH's Information Technology Services unit supports all computing in the College, including supporting live stream lectures; maintaining College network servers; specifying, configuring, and ordering all equipment, software, and data; and troubleshooting hardware and software problems.

2. Five-Year Budget Projections (See Tables 1 and 2)

Revenue calculations are based on tuition dollars from students enrolled in the MS in Biostatistics degree program only: Year 1 – one resident and four online students; Year 2 – three resident, eight online, and two non-resident students; Year 3 – five resident, 11 online, and two non-resident students; Year 4 – eight resident, 12 online, and two non-resident students; and

Year 5 – 10 resident, 12 online, and two non-resident students. Courses offered for the MS program may bring in additional revenue from what is projected based on students in other degree programs registering for the courses included in the program of study. The remaining deficit will be covered by existing funds allocated to the department teaching the course.

3. Evidence of Need and Demand

In today's digital and data-driven age, skills to collect, maintain, and analyze data are in high demand, and the employment outlook for graduates with academic credentials in Biostatistics is very good. Nationally, the demand for statisticians is high and it is becoming recognized as a prestigious profession. U.S. News and World Report Best Jobs ranked statistician as #1 in Best Business Jobs, #6 in Best STEM jobs, and #6 in the top 100 of all jobs.¹ Statistics and Data Analytic jobs in Nebraska have more than doubled in the last five years, moving from 190 positions in 2015 to 480 positions in 2019.² A recent search of job posting websites Indeed, Glassdoor, Ziprecruiter, and LinkedIn produced 90 statistics and data science positions available in Nebraska with companies such as Celerion and Syngenta, the Nebraska Department of Health and Human Services, and the Department of Agriculture's office in Lincoln.

Graduates with biostatistics expertise will find employment with various government agencies, health care business, pharmaceutical companies, private industry in health data science and informatics, and consulting firms. *Fortune* magazine ranked MS in Biostatistics degree as #2 and #1 in the list of the 20 best graduate degrees for jobs, in 2015 and 2016, respectively. Katie Bardaro, the director of analytics and lead economist at *PayScale* stated: "On the best degrees' list, there are some emerging fields. Those who earn a degree in Biostatistics (which is in our top 10 list), work in healthcare, biotech, and life sciences, using computer models to, for example, predict cancer growth in cell. The degree still isn't offered by many schools but is gaining traction." (*Fortune*, 2015). *Fortune* in 2016 also predicted 23% increase in the Biostatistician job market by 2024.

Career opportunities for Biostatisticians are abundant. Biostatisticians find jobs in a variety of organizations, hospitals, academia, pharmaceutical and other research companies, independent research groups, technology industries, public health organizations, and government. The American Statistical Association shows an unemployment rate for Biostatisticians of 1.8% in 2014, far below the national average. The U.S. Bureau of Labor Statistics shows the projected percent change in employment for mathematicians and statisticians from 2018 to 2028 to be +30% compared to the average growth rate for all occupations of +5%. Recent increased demand for biostatisticians has reduced the unemployment rate to essentially zero.

A master's degree in Biostatistics, particularly the Master of Science degree, is often the entry degree in the job market for biostatisticians. It should be noted that a program offering an MS in Biostatistics that offers both on-campus and *online* options is lacking in the region. The available degrees most geographically proximal to the University of Nebraska (all are on-campus

¹ <https://money.usnews.com/careers/best-jobs/statistician>

² <https://www.bls.gov/oes/tables.htm>

programs) are at the University of Iowa (Iowa City, IA), University of Colorado (Denver, CO), University of Kansas Medical Center (Kansas City, KS), and University of Minnesota (Minneapolis, MN). In addition, biostatisticians can fill positions traditionally within the purview of statisticians and health economists or, in some cases, actuaries and insurance specialists, where their understanding of the biological or health aspect of the field will prove advantageous. With several life science ventures and numerous businesses in medical and health-related fields proliferating within the state, a program offering an MS degree in this area is long overdue.

Besides meeting the job market demand for Biostatisticians, the MS program in Biostatistics also will help advance UNMC's PhD program in Biostatistics by serving as a pipeline of highly qualified local talent with training on-par to that offered by other institutions across the United States.

4. Partnerships with Business

Dr. Spencer Lourens, Director of Data Analytics at CLA LLP (CliftonLarsonAllen), is currently an adjunct faculty member of the department. He has provided great insights into the future demand of data science in the health care fields, which prompted the inclusion of a data science component in the proposed MS curriculum (BIOS 815 and BIOS 829). He also will be available to serve as a member on advisory committees for students who choose the thesis option or to teach a course if needed. The Biostatistics Department actively seeks to develop training collaborations with business partners in Nebraska for students who desire summer internship opportunities (see the attached letters of support). In addition, the department plans to capitalize on the network that faculty members have established with their former PhD advisees to develop a pipeline for students' summer internship opportunities in the pharmaceutical industry such as Eli Lilly (see the attached letter of support) as well as with other health care institutes. Our current MPH students have completed internships with local public health departments within Nebraska and with the Nebraska Department of Health and Human Services, a partnership we intend to continue.

5. Collaborations within the University of Nebraska

UNMC is geographically associated with University of Nebraska at Omaha (UNO), which will provide essential support to the development of the MS program in Biostatistics. As mentioned above, promising students without enough quantitative prerequisites will be admitted and sent to UNO to take the required courses to acquire these essential skills for success in the program. As indicated in the list of elective courses, leveraging course offerings from the other University of Nebraska campuses is important to the proposed program of study to allow students the flexibility in tailoring the degree program to their professional goals. In addition, the Department of Mathematics at UNO has developed a Master of Science degree in Data Sciences, and its curriculum, such as STAT 8426-Exploratory Data Visualization and Quantification and ISQA 8206-Information and Data Quality Management, are well suited for Biostatistics elected courses. We will communicate with UNO's Department of Mathematics for potential collaboration in developing a joint program in health data sciences and student recruitment.

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

Though no collaboration has been formally established between the Department of Biostatistics and other higher education institutions and agencies external to the university, the department is actively seeking the opportunity to develop a joint MS and/or fast-track MS program with other institutions and is also open to international collaboration after this MS program is established.

7. Centrality to Role and Mission of the Institution

The proposed program addresses the UNMC mission, “*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,*” specifically by expanding educational opportunities and supporting the research mission by training biostatisticians who are critical partners in health research. As a matter of fact, the UNMC research programs are ranked 62nd in the nation by US News & World Reports.

Nearly 700 research projects are underway at UNMC today, conducted by some 190 full-time investigators in bench science labs, translational research centers and clinical trials. UNMC’s research funding continues to increase with over 66% growth since the beginning of the national financial crisis in 2008. This expansion has resulted in the creation of more than 3,200 highly skilled jobs in the state. Most, if not all, research projects in biomedicine and public health require masters’- or doctoral-level expertise in Biostatistics.

Biostatistics faculty, MS level Biostatisticians, and graduate students work as teams to support almost all major research projects, research centers, clinical study design and data analysis at UNMC. These research activities involve Biostatisticians either in a means of research collaboration or through the fee for service provided by the Center for Collaboration on Research Design and Analysis (CCORDA). On a yearly basis, UNMC biostatisticians (both PhD and MS levels) publish more than 100 peer-reviewed scientific articles by either leading the research or participating in team science biomedical studies with UNMC investigators. COORDA provides around 5,000 hours consultation service to the UNMC investigators with a majority of the service provided by our MS level biostatisticians. The biostatisticians are the critical force to advance the clinical research at UNMC campus, and this emphasizes the importance of well-trained MS level biostatisticians. **It is obvious that the research enterprise at UNMC and the Graduate program in Biostatistics need each other, and this need will grow even more in the future** (see the attached letters of support from UNMC investigators).

8. Consistency with the University of Nebraska Five-Year Strategy

The proposed degree strongly addresses the overarching goals of the University of Nebraska, as delineated in *The University of Nebraska Five-Year Strategy*,³ especially those emphasizing quality academic programs, workforce and economic development, and engagement within the state and beyond. Summarized here are several areas addressed in more detail elsewhere in the

³ <https://nebraska.edu/-/media/unca/docs/offices-and-policies/documents/strategic-plans/university-of-nebraska-five-year-strategy.pdf?la=en>

proposal: (1) Access, affordability, attainment: The online option for this program provides access across the state and for students outside Nebraska at an affordable rate; (2) Workforce development: Training is provided for new graduates or current workforce in a high-demand, high-paying skill set; (3) Partnerships: The department will actively increase partnerships with business for internships; and (4) Efficiency and effectiveness: This program is primarily utilizing existing courses at UNMC and others across the NU campuses will complement and add to the training while minimizing the need for new courses.

9. Avoidance of Unnecessary Duplication

Currently, there is no MS degree in Biostatistics offered in Nebraska. As a center for health and life sciences research in Nebraska, the UNMC campus is the ideal location for graduate programs in biostatistics. The MS program in Biostatistics has been designed to build on and leverage existing research and teaching strengths on the UNMC campus as well as the expertise and course offerings from other University of Nebraska institutions.

In addition to the PhD degree in Biostatistics, there are several similar statistical programs in Nebraska:

- The Master of Public Health (MPH Concentration: Biostatistics) at UNMC is offered both on-campus and online. It focuses on conventional statistics applications in public health issues, but does not emphasize the cutting-edge quantitative methods and technologies required in the dynamic job market of data science world nor does it prepare graduate students for research activities in Biostatistics (particularly, development of new biostatistical methods), including continuing in the PhD program in Biostatistics. The courses that distinguish the Biostatistics MS program from the MPH Biostatistics program are the mathematical biostatistics courses (BIOS 801, BIOS 802), the longitudinal data course, BIOS 824, the R-and-Python programming course, BIOS 815, and the biostatistical machine learning course, BIOS 829.
- The MS program in Mathematics with a concentration in Statistics at the University of Nebraska at Omaha and the MS program in Statistics at the University of Nebraska-Lincoln are also similar in scope. However, their focus (Industry and/or Agriculture) is outside of Biomedicine, Health Care, and Public Health. That is, neither of these two programs prepares the students to work in the biomedical, health care and public health fields, as the Biostatistics MS program does. Also, none of these are offered fully *online*, whereas the proposed Biostatistics MS program will build its online delivery on the nationally-ranked, *fully-online* MPH program in Biostatistics that has been offered by the Biostatistics Department for almost a decade already.

There are eight full-fledged Biostatistics MS programs (i.e., not mere concentrations) offered within the states (Indiana, Illinois, Iowa, Kansas, Michigan, Minnesota, Ohio, and Wisconsin) that are members of the Midwestern Higher Education Compact (MHEC), but these are not available *online*. There are only two full-fledged Biostatistics MS programs offered in contiguous states (Iowa, and Kansas), but these are not available *online*. The Biostatistics Graduate Program at UNMC has a solid track record in *online* delivery of high-quality

education. Particularly, our MPH in Biostatistics has been recently ranked 2nd through 11th nationally (depending on the ranking agency). We are confident that our high-quality Biostatistics MS program, with the online-delivery option, will be able to attract students from Nebraska and the MHEC states.

10. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

The proposed program is consistent with the *Comprehensive Statewide Plan for Postsecondary Education*. The program meets the needs of the students. The program will have core classes, but also will allow for selection of elective courses to meet professional goals of each student.

Workforce Development: The proposed program meets the needs of the state. (Bio)statistics and data analysis have become a significant part of the operations of all businesses, nonprofits, and governmental organizations, including those in the health fields. Meeting the needs of the workforce, the proposed program will graduate students who understand, collect, clean, analyze, and interpret data in the health and biomedical fields.

Attracting and Retaining Students: The Department of Biostatistics at UNMC has made substantial progress in addressing the shortage of workforce with health analytics skills in Nebraska through the MPH program with a concentration in Biostatistics, and most of the enrollments in the MPH program are from *online* students. In 2020-2021, among the total of 14 enrolled new Biostatistics MPH students, 12 enrolled in the *online* program. Administrators at *online* programs report enrolling students from across the US and from abroad. We predict the same popularity of the *online* program for the Biostatistics MS degree. The proposed Biostatistics MS program offers a rare opportunity for students to obtain an advanced degree through distance learning. At present, only the University of Florida and University of Louisville offer online MS program in Biostatistics. As the only *online* MS program in Biostatistics in the catchment area of MHEC, the proposed degree is strategically positioned to attract and retain students throughout the Midwest states, rural communities, across the US, and abroad.

Use of Instructional Technology to Broaden Access: The proposed Biostatistics MS program expands educational opportunities for Nebraskans as it is fully online and asynchronous (in addition to being offered on-campus). It is anticipated that some of the Biostatistics MS students will be working professionals and unable to enroll in a traditional on-campus degree program. There is no geographic barrier with an online program and students can access courses at any time and from nearly any place. It is also anticipated that the program will attract students throughout Nebraska, including rural communities, as well as students from other states and other countries.

Expanded Workforce Diversity: The proposed Biostatistics MS program will participate in the University of Nebraska's system efforts to enhance educational and workforce development opportunities for minority populations who have been underrepresented in the workforce.

Meeting Educational Needs through Exemplary Institutions: We believe the Biostatistics MS program will be highly effective and efficient in meeting the growing needs for skilled

researchers in biomedicine, health care and public health because of its emphasis on stakeholder-driven, competency-based education. The program is designed to leverage the existing resources of the University of Nebraska system in order to minimize program expenses. As a result, conservative projections of program revenues substantially exceed projected expenses over a five-year period (see above, the Five-Year Budget Projections). Also, the Biostatistics MS program as proposed is not duplicative of other programs in the state of Nebraska for the reasons given previously.

Research and Technology Transfer: The Biostatistics MS prepares students for evidence-based practice, generation of practice-based evidence, and leadership positions that apply and synthesize translational and implementation science findings in a variety of settings including, governmental, non-profit, and private-sector settings as well as research and service at medical centers and research hospitals. The proposed Biostatistics MS program curriculum is innovative, current, and proactive to adapt to the ever-changing biomedicine, and public health and health care landscapes. Graduates of the Biostatistics MS program will work in a variety of settings including pharmaceutical and health insurance companies and health care organizations. While often difficult to measure, scholarly research conducted at higher education institutions enhances not only the learning experience of students within the institutions, but also the knowledge base of Nebraska citizens. The Biostatistics MS program will facilitate students to conduct applied biomedical and/or public health research studies to produce evidence needed for improving the population's health.

Letters of Support

- Martin Frenzel, Senior Director, Statistics, Oncology, Eli Lilly and Company
- Jennifer Larsen, Vice Chancellor for Research and The Louise and Morton Degen Professor of Internal Medicine, UNMC
- Spencer Lourens, Director, Data Analytics, CLA (CliftonLarsonAllen LLP)
- Matthew Rizzo, Francis and Edgar Reynolds Professor, and Chair, Department of Neurological Sciences, UNMC
- Connie Ryan, CEO and Chairperson, Streck
- Lani Zimmerman, Professor, College of Nursing, UNMC

9/8/2020

Ali S. Khan, MD, MPH
College of Public Health
University of Nebraska Medical Center
Omaha, NE 68198-4355

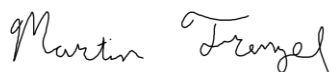
Dear Dean Khan,

I am very excited about the potential for UNMC to establish a Master of Science degree program in Biostatistics. The pharmaceutical industry employs thousands of biostatisticians to support preclinical science, clinical trials, and the analysis of real world clinical data sets. At Lilly, we hire many graduates of MS and PhD programs in biostatistics to fill these roles.

I have reviewed the proposed curriculum for the MS program and discussed the motivation for the program with Dr. Ying Zhang. I am impressed with the program's focus on statistical methods and techniques for biomedical research and clinical trials. Also, I believe the department's emphasis on educating students using real data arising from biomedical research occurring at UNMC will differentiate the MS program from other MS programs in statistics. The graduates of this program will be well qualified to enter the pharmaceutical industry. We have recently hired a PhD graduate from the UNMC Department of Biostatistics, and we look forward to having the opportunity to recruit both MS and PhD graduates in the future.

We wish to offer our sincere and enthusiastic support for the proposed MS program in Biostatistics. The addition of an MS program will certainly strengthen the department and provide much needed graduates for the pharmaceutical industry and other life science industries. Please feel free to contact me if I can offer additional support for the program.

Sincerely,



Martin Frenzel
Senior Director, Statistics, Oncology



August 31, 2020

Dr. Ying Zhang,
Chair, Dept of Biostatistics
College of Public Health
University of Nebraska Medical Center
Omaha, NE

Dr. Zhang:

As the Vice Chancellor for Research for UNMC, I fully support your proposal to develop a proposed Master of Science (MS) program in Biostatistics, within the Department of Biostatistics in the College of Public Health.

Biostatistics is in high demand for conducting any type of research at UNMC. We cannot compete for research funding at the national level unless we have adequate biostatistics manpower that is expected at peer review to assure the use of rigorously designed research projects. The Biostatistics MS program prepares those future researchers and collaborators with the methodological and quantitative skills of biostatistics that are required, including advanced application-oriented training in both theory and methodology. Your graduate program develops the type of independent researchers with skills in designing and conducting studies as well as analyzing and interpreting data from biomedical and public health research domains.

Having a growing number of trained and experienced biostatisticians is critical to the continued growth of UNMC's research funding, which in turn, creates jobs. Almost all funded and unfunded research projects at UNMC, whether clinical, laboratory, or community-based, are done in collaboration with Biostatisticians.

It should be noted that the program you propose is unique in the state of Nebraska but is also critical to the region. The Department of Biostatistics already serves the biostatistics needs for multiple Nebraska and surrounding regional institutions due to shortage of biostatistics expertise. This program will help fill this niche as well.

Under your leadership as the new Chair of Biostatistics and with your track record of developing a broad range of biostatistical programs and conducting methodology research published in top-notch statistical and biostatistical journals, I am confident you will attract Master's students just as you have grown the PhD graduate program and biostatistics faculty needed as advisors.

In summary, you have my full support to start this MS program and I look forward to the growth of both the MS and the PhD programs in Biostatistics at UNMC as they are indispensable to our research enterprise at UNMC. Please let me know how else I might help your efforts.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Larsen MD".

Jennifer Larsen, M.D.
Vice Chancellor for Research and The Louise and Morton Degen Professor of Internal Medicine
University of Nebraska Medical Center



CLA (CliftonLarsonAllen LLP)
220 South Sixth Street, Suite 300
Minneapolis, MN 55402-1436
612-376-4500 | fax 612-376-4850
CLAconnect.com

August 31, 2020

Dear Members of BOR:

I am writing with regard to the importance of and the demand for Master's (MS) level training in the field of Biostatistics. As an individual receiving his PhD in Biostatistics from the University of Iowa in 2015, I have first-hand, relatively recent experience in the job market from both the academic and non-academic perspective. There is an overwhelming amount of demand for graduate level students and graduates in Biostatistics, and many opportunities in both the academic and industry settings for individuals having attained this level of educational training in the field. At the time of this writing, many MS level positions in the healthcare industry and beyond are available for the right candidate. MS graduates in Biostatistics would have the requisite skills required to succeed in these posts.

Obtaining my PhD in Biostatistics has allowed me to work as both the Director of a BS degree in Health Data Science and the Director of Data Analytics at the eighth largest Certified Public Accounting firm in the United States, CliftonLarsonAllen (CLA), all within the first 5 years since my original graduation date. In my current role, I can confidently say that we are looking for individuals with a solid backing in statistical methodology in addition to the ability to implement and carry out reproducible analyses documenting actionable business or research insights. MS students in Biostatistics are taught these skills while in the classroom, and often receive hands on experience conducting analytical work as a part of their assistantship completed as part of their degree.

I can speak first-hand that we have more work than we are able to accomplish at my current place of employment, and it is only a matter of time before we begin expanding at a rapid pace. The need for quantitative skills like those learned in a MS program in Biostatistics will not subside. If anything, demand will increase with the increasing adoption of AI and ML based technologies and software. MS graduates in Biostatistics are well positioned to guide, plan, and conduct analyses, in addition to serving in advisory roles for so-called "citizen data scientists" and other folks with high levels of business acumen but lower levels of quantitative skill. In fact, my group at CLA plans to utilize MS students studying at UNMC for internships when mutually beneficial after the program is finalized.

Finally, our field is ever growing and adapting, not only in terms of the methods we apply to solve problems, but also the technologies utilized to bring those methods to bare. Since MS graduates are given a taste of the difficult, sometimes very fast paced nature of graduate study, they should be acclimated to the rapidly changing nature of the work.

Sincerely,

Spencer Lourens, Ph.D.
Director, Data Analytics

(317) 569-6135

Spencer.lourens@claconnect.com



August 24, 2020

Dear Dr. Zhang,

I am writing to express my gratitude for the support the Department of Biostatistics and your graduate program provide to advance our biomedical research, on behalf of the Department of Neurological Sciences and the Great Plains (GP) IDeA-CTR (Clinical Translational Research) network.

The Biostatistics faculty and graduate students are key members for achieving our team science mission to conduct innovative clinical, translational, and basic science research to advance knowledge and treatments for neurological disease. Headquartered at UNMC, the GP IDeA-CTR network spans Nebraska and Dakotas with links to Kansas to achieve the overarching goal of improving regional health through innovative research, the highest quality patient care, and premier educational programs. The Biostatistics program has made a significant impact to the success of GP IDeA-CTR network.

I was glad a year ago when you were named Chair of the Biostatistics Department at UNMC, after a two-year national search. I recognize that we share similar philosophies on the integral role of biostatistics in biomedical research from defining research questions, designing testable hypotheses, processing raw data, modeling research data, to developing new methods. I am glad to have you as the Director of BERD (Biostatistics, Epidemiology and Research Design) core within GP IDeA-CTR network as the BERD plays a critical role in team science approach for addressing complex biomedical and behavioral problems.

Your experience and understanding of academic biostatistics have created great momentum and early wins in terms of excellent new faculty members and PhD student recruits. Our projects generate high-dimensional complex data that standard biostatistical consulting cannot adequately address. We need these new Biostatistics talents to collaborate on our challenging research projects and we appreciate you for making these resources available to support our research.

Your proposal for developing Master of Science Program in Biostatistics is excellent. It will not only provide the opportunity to retain the local talents to strengthen your Ph.D degree, but also will infuse more much-needed manpower for data analysts in health care areas. You have my enthusiastic support for the Biostatistics Graduate Program, which has a bright future given the opportunity to develop further.

Please let me know if I may be of further help.

Sincerely,

A handwritten signature in blue ink that reads "Matt".

Matthew Rizzo, MD, FAAN, FANA
Francis and Edgar Reynolds Professor
Chair, Department of Neurological Sciences
Clinical Program Leader, Neurosciences
Director, Great Plains IDeA-CTR Network
Director, Mind and Brain Health Laboratories
Co-Director, Center for Integrative and Translational Neuroscience
Chair, American Brain Coalition



August 21, 2020

Nebraska Board of Regents
Timothy Clare
Howard Hawks
Jim Pillen
Elizabeth O'Connor
Robert Schafer
Paul Kenney
Bob Phares
Barbara Weitz:

Dear Mrs. Weitz:

I would like to express my gratitude for the outstanding preparation of graduate students in Biostatistics at UNMC. I am also reaching out to you in support of the newly proposed Master of Science graduate program in Biostatistics.

Our company, Streck (<https://www.streck.com/>), developed our core technology of cell stabilization at a time when blood cells were still being counted manually using microscopes. Today, innovation continues to drive our science. Streck holds over 40 patents on more than 20 products and manufactures testing and reagent materials for some of the industry's leading instrument manufacturers, such as Abbott, Siemens, and Sysmex, among others. Streck is located in a 200,000 square foot facility in La Vista, Nebraska. Here, our products are developed, manufactured, marketed to over 13,000 labs in 65 countries around the world.

Our biostatistician, Karl Stessy Bisselou, himself a UNMC doctoral degree graduate, has been an outstanding addition for our company in the uniqueness of the skills he's brought, and has provided valuable quantitative insights for our biomedical research studies and regulatory compliance requisites.

There is a demand and opportunities for graduates with Master and PhD degrees in Biostatistics in our industry. Employees with graduate degrees in Biostatistics are greatly appreciated as part of our team, and likewise throughout the multitude of scientific disciplines.

Once again, thank you for preparing biostatistical researchers for the scientific industries. Streck believes that the new Master of Science in Biostatistics will help to fill the growing demand for the development and training of strong quantitative researchers.

Sincerely,

A handwritten signature in black ink that reads "Connie".

Connie Ryan
CEO & Chairperson

August 24, 2020

Dr. Ying Zhang
Professor and Chair
Department of Biostatistics
College of Public Health
University of Nebraska Medical Center
Omaha, NE

Dear Dr. Zhang:

First of all, I would like to thank you for recommending Mr. Ricard Ngaya, the current Ph.D student in your Biostatistics program to work with Center for Patient, Family & Community Engagement in Chronic Care Management (CENTRIC) as a graduate research assistant. Mr. Ngaya brings additional statistics skill to our team that helps advance our research significantly. I would like to attest that Biostatisticians with advanced degrees working as a team member is an important asset to nursing research.

As Director of the Mentored Scholars Program (MSP) at UNMC and as Operational Director of the Professional Development Core of Great Plains IDeA-CTR Network, I have been working with several Biostatisticians from your program. They bring knowledge and skill to the scholars in both of these Clinical Translational Research Programs and are needed as part of the scholar's teams. I appreciate that the Biostatisticians from your program are particularly specialized in clinical study design, grant development for biomedical research projects, clinical data analysis and research results interpretation, which are not generally strengthened in traditional statistics programs. These skills are greatly appreciated in our training program for MSP and the IDeA-CTR Research Scholars and for the forthcoming IDeA-CTR Early Career Investigators. Your team will play a critical role in these training programs.

As being said above, the demand for well-trained Biostatisticians with a higher scientific degree is increasing in the Great Plains area due to the progress of clinical research activities, but the supply of such professionals is seemingly scarce in the region and probably in the nation as well. I am glad to learn that you are proposing to develop a MS degree program in Biostatistics as one of your core's innovations for your training activities in the ongoing renewal of Great Plains IDeA-CTR network. I reviewed your plan and I think this proposed program will add significantly to the statistics education in the Great Plains area. Not only is there no MS degree program in Biostatistics in the state of Nebraska, your proposed MS program also designs the curriculum that reflects the new requirement on data science techniques for Biostatisticians for which you have recruited several new faculty with expertise in

this area. I am confident that you will build a successful MS program in Biostatistics at UNMC.

Therefore, I would like to enthusiastically support this degree program as I believe it will add great value to the UNMC overall education programs and produce professionals in demand for the local research communities. I am willing to offer advice to the development of the program whenever you need.

Sincerely,

Lani Zimmerman RN PhD

Lani Zimmerman PhD., RN, FAHA, FAAN
Professor
UNMC College of Nursing
1230 O Street Suite 131
PO Box 880220
Lincoln, NE 68588-0220
Phone 402-472-3847
lzimmerm@unmc.edu

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNMC MS in Biostatistics**

	(FY2022) Year 1		(FY2023) Year 2		(FY2024) Year 3		(FY2025) Year 4		(FY2026) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Faculty ¹											
Professional											
Graduate Assistants	0.50	\$27,030	0.50	\$27,030	0.50	\$27,030	0.50	\$27,030	0.50	\$27,030	\$135,150
Support Staff	0.05	\$3,662	0.05	\$3,772	0.05	\$3,885	0.05	\$4,002	0.05	\$4,122	\$19,443
Subtotal	0.55	\$30,692	0.55	\$30,802	0.55	\$30,915	0.55	\$31,032	0.55	\$31,152	\$154,593
Operating											
General Operating ²		\$2,500		\$2,500		\$2,500		\$2,500		\$2,500	\$12,500
Equipment											
New or Renovated Space											
Library/Information Resources											
Other (Student fees)		\$3,362		\$3,362		\$3,362		\$3,362		\$3,362	\$16,808
Subtotal		\$5,862		\$5,862		\$5,862		\$5,862		\$5,862	\$29,308
Total Expenses		\$36,554		\$36,664		\$36,777		\$36,894		\$37,014	\$183,901

¹ 36 credit hours for BIOS MS - No additional faculty needed.

² Includes communications and marketing.

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNMC MS in Biostatistics**

	(FY2022) Year 1	(FY2023) Year 2	(FY2024) Year 3	(FY2025) Year 4	(FY2026) Year 5	Total
	Existing Funds ¹	\$19,784	\$0	\$0	\$0	\$0
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ²	\$52,707	\$147,399	\$194,883	\$225,558	\$238,284	\$858,831
Other Funding						
Total Revenue	\$72,491	\$147,399	\$194,883	\$225,558	\$238,284	\$878,615

¹ Use of existing college funds may be necessary the first year to offset any deficit.

² Tuition rates = \$341 in-state; \$977 out-of-state; \$597 online.

Fees per student = \$225 in-person; \$840 online.

Hours taken per academic year per student = 18

Year	Students Enrolled*	Tuition Revenue Per Year	Fees Revenue Per Year	Total Revenue Per Year
Year One	5	\$49,122	\$3,585	\$52,707
Year Two	13	\$139,554	\$7,845	\$147,399
Year Three	18	\$184,068	\$10,815	\$194,883
Year Four	22	\$213,228	\$12,330	\$225,558
Year Five	24	\$225,504	\$12,780	\$238,284

* Expect between 4 to 8 current MPH students to transition to MS program in FY 2022.

TO: The Board of Regents Addendum XI-A-8

Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Establishment of the Center for Biomedical Informatics Research and Innovation to be jointly administered by the University of Nebraska Medical Center and the University of Nebraska at Omaha

RECOMMENDED ACTION: Approval to establish the Center for Biomedical Informatics Research and Innovation (CBIRI) to be jointly administered by the University of Nebraska Medical Center (UNMC) and the University of Nebraska at Omaha (UNO)

PREVIOUS ACTION: January 25, 2013 – The Board approved the joint Master of Science/PhD in Biomedical Informatics at UNO and UNMC.

April 24, 2004 – The Board approved the Bachelor of Science in Bioinformatics in the College of Arts and Science and the College of Information Science and Technology at UNO

EXPLANATION: Biomedical informatics (BMI) has become a critical part of biomedical research due to the nature of data collection, storage, curation, analysis, and inference involved. With parallel developments in computer science and high-throughput technologies in life sciences, biomedical data is being generated at a much faster pace than it can be analyzed. Sophisticated mathematical, statistical, computational, and inferential tools are often required to extract the meaning hiding within this deluge of “Big Data.” Ever-evolving technologies, techniques, and tools make it challenging to stay current. Hence, it is difficult for an individual investigator, or even one campus, to maintain cutting-edge infrastructure and technical expertise in BMI. The existing BMI resources are freestanding with discrete missions and goals and spread across UNMC and UNO. CBIRI will better align this existing infrastructure to efficiently meet BMI needs, so that these critical resources and expertise are easily accessible to all members of the biomedical research community in Nebraska and beyond.

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

PROGRAM COST: \$0

SOURCE OF FUNDS: N/A

SPONSORS: Sacha E. Kopp
Senior Vice Chancellor for Academic Affairs

Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

RECOMMENDED:

/s/ Susan M. Fritz
Executive Vice President and Provost

DATE:

March 5, 2021



January 15, 2021

Susan Fritz, Ph.D.
Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583
smfritz@nebraska.edu

Dear Provost Fritz:

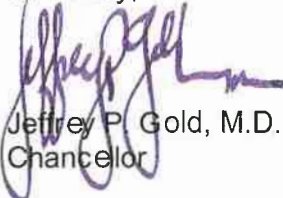
RE: Proposed Center for Biomedical Informatics Research and Innovation

I am forwarding you the materials relating to a proposed Center for Biomedical Informatics Research and Innovation to be jointly administered by UNMC and UNO.

The center will serve as a coordination and communication vehicle for biomedical informatics (BMI) educational and research activities, and resources. It is designed to build new collaborations pertinent to both academia and industry by horizontal integration of expertise, resources, and users under one umbrella organization to facilitate effective utilization of BMI resources and expertise in the realms of all types of health research.

This proposal has been reviewed and it has my approval. I am requesting your review and approval and that it be reported to the Board of Regents at an upcoming meeting.

Sincerely,



Jeffrey P. Gold, M.D.
Chancellor

Enclosure

**Board of Regents Request to Approve
Center for Biomedical Informatics Research and Innovation (CBIRI)**

Descriptive Information

- Name of the center: Center for Biomedical Informatics Research and Innovation (CBIRI)
- Names of the affiliated programs/units:
 - Bioinformatics and Biomedical Informatics Degree programs at UNMC and UNO:
 - BS in Bioinformatics – joint degree program between College of Information Science and Technology (IS&T) and College of Arts and Sciences (CAS), UNO
 - MS in Biomedical Informatics – joint program between UNMC and UNO
 - PhD in Biomedical Informatics - joint program between UNMC and UNO
 - PhD in Bioinformatics and Systems Biology (BISB), a subplan of the Interdisciplinary Graduate Program in Biomedical Sciences (IGPBS) - BISB is a joint program between UNMC and UNO
 - Bioinformatics Computing Lab (BCL) - UNO
 - Public Health Informatics Research Lab (PHIR) - UNO
 - Bioinformatics and Systems Biology (BSB) Core - UNMC
 - Electronic Health Records Core (EHR) - UNMC
 - Clinical Informatics Group - UNMC
 - College of Arts and Sciences - UNO
- Other programs offered in this field by this institution: None
- Administrative unit for the center: Jointly administered by the Vice Chancellor for Research at UNMC and the Associate Vice Chancellor for Research at UNO.
- Physical location, if applicable: Virtually – the CBIRI web interface will be operated from the Durham Research Center at UNMC and the Peter Kiewit Institute at UNO.
- Proposed date center will be initiated: Upon approval

1. Purpose of the Center

Vision of the Center: To be recognized as a national leader in providing biomedical informatics (BMI) expertise and resources to promote and advance basic, clinical, translational, and public health research.

Mission of the Center: To serve as a coordination and communication vehicle for biomedical informatics (BMI) educational and research activities, and resources. Build new collaborations pertinent to both academia and industry by horizontal integration of expertise, resources, and users under one umbrella organization to facilitate effective utilization of BMI resources and expertise in the realms of all types of health research.

Definition: The term “biomedical informatics” is used differently in various settings. For the purpose of this Center and proposal, we define biomedical informatics as a collection of disciplines that include bioinformatics and systems biology (using biomolecular data), clinical and health informatics, and bioimaging informatics. While biostatistics and epidemiology informatics are integral to the analysis of data in public health systems informatics, they are a

part of other centers such as the Center for Collaboration on Research Design and Analysis (CCORDA). Because of this, these faculty will be included in seminars, outreach activities, and membership but will not serve as the core of this proposal.

History: Biomedical Informatics has been an integral part of basic, clinical and public health research across the University of Nebraska campuses since the 1990's. Starting the 2000's, the demand for BMI expertise and resources grew rapidly and significantly, warranting the need to establish a dedicated institutional infrastructure for BMI and affiliated academic programs. To meet this need, the VCR's office at UNMC took the initiative and established the Bioinformatics and Systems Biology Core (BSB Core) in 2010, the Electronic Health Records Core (EHR) in 2011, the Nebraska Biobank in 2012, and the Research Information Technology Office (RITO) Core in 2013. In 2012, the BSB Core currently supports hundreds of independent investigators in the Great Plains region. Development of BMI academic programs followed suit with the Regent's approval of the joint Biomedical Informatics graduate programs between UNMC and UNO in 2013 and the establishment of the MS and PhD degree programs in three different tracks: Bioinformatics, Clinical Informatics, and Health Informatics. Over the past eight years, UNMC's BSB, EHR, and RITO Cores, as well as UNO's Bioinformatics Computing lab (BCL) and Public Health Informatics Research (PHIR) lab have been supporting a number of large institutional and research grants that require significant biomedical informatics support. Awards from these projects have totaled over \$175 million (see Table 1 in the "Need and Demand of the Center" section below) in the last five years. Currently, these awards serve investigators at all four Nebraska University (NU) campuses, and over a dozen other undergraduate and research institutions in Nebraska, South Dakota, North Dakota, Kansas, and Colorado.

The UNO College of Information Science & Technology (CIST) is a national leader in bioinformatics education and was one of the first in the country to offer an undergraduate degree in bioinformatics. Today it is one of the few institutions to grant undergraduate, masters, and doctoral degrees in bioinformatics and biomedical informatics. The Bachelor of Science in Bioinformatics degree (approved by the University Board of Regents in 2004) is a joint program with the College of Arts and Science. Although the number of bioinformatics programs has grown since then, at the time of its creation, the program was one of a few. In 2013 a joint UNO and UNMC MS/PhD in Biomedical Informatics degree was approved as a multidisciplinary, interprofessional program that integrated the theory and practice of information technology management, computer science, telecommunications, decision support systems, applied computing with medical science, biological sciences, bio-imaging, and public health. The goal of this program is to develop the next generation biomedical data scientists and researchers who are uniquely positioned to advance research and practice in contemporary information and communication technologies that impact healthcare services, healthcare practice, public healthcare, and healthcare delivery in general.

In parallel, the Department of Biology at UNO has significant expertise in bioinformatics within individual research programs in virology, infectious disease biology, immunology, host-gut microbiome interactions and neurogenomics. These have served as fertile ground for the training of students in this discipline. In addition, this work has fostered the development of the Advanced Defense Education Pipeline and Training (ADEPT) program that serves as a conduit for workforce development within the government labs such as the United States Army Medical Research Institute of Infectious Diseases (USAMRIID) and the Los Alamos National Laboratories (LANL). With funding from a NSF Major Research Infrastructure award, the Department is creating a sequencing and bioinformatics core to support research and provide more opportunities for training students. The department also

has core faculty who conduct discipline-based education research on bioinformatics pedagogy. These best practices are implemented in Course-based Undergraduate Research Experiences in lower division and upper division coursework.

Complementing the workforce development within federal government laboratories, the proposed CBIRI will further enable our relentless focus on student success by providing internships and training opportunities that expose students to the many facets of research in academia and the healthcare industry (see sections 5-7). Over the past five years, graduates of UNO's undergraduate bioinformatics program have gone on to pursue various medical and healthcare degrees, doctoral degrees, medical doctorates, or jobs in industry related to biotechnology, health, IT, and agriculture. The interdisciplinary nature of UNO promotes seamless collaboration with experts in multiple departments (i.e., Biology, Mathematics, Computer Science and Information Systems & Quantitative Analysis) as well as other NU partners. We established external partnerships with U Mass, Boys Town, Children's Hospital and Medical Center, and Creighton University. The proposed Center would provide a synergy of resources, expertise, and mentorship/networking for NU faculty and students (see section 8).

Resources available to UNO's BMI program include:

- The School of Interdisciplinary Informatics' Bioinformatics Computing lab and the Public Health Informatics Research lab.
- Access to computer scientists, information technology researchers, cybersecurity experts, and bioinformatics undergraduate and graduate students and biomedical informatics graduate students.
- Collaborative opportunities through the academic ties with UNO's longstanding history of community engagement.

These resources provide a cost-effective source of biomedical and IT expertise, a means for mentoring junior faculty, and a constant flow of multidisciplinary collaboration opportunities. The School of Interdisciplinary Informatics also provides a formal structure to recruit students and retain multidisciplinary experts.

The aforementioned developments at the infrastructure, service, and academic fronts have spurred the demand for advanced BMI expertise, diversified services, and custom resources in the areas of Bioinformatics and Health Informatics. Growth, driven by continued demand, is happening at a pace that is not sustainable by individual core facilities and research labs. For instance, the number of users and the research projects handled by the BSB Core at UNMC have more than doubled over the past five years. Because core facilities are sustained by operating in a business model (fee-for-service), an umbrella organization such as the proposed Center is needed to streamline shared resources, share expertise, and coordinate the common outreach activities that help nurture a sense of community among various units. CBIRI is expected to offer a high level of academic service to synergize and accelerate BMI research activities across the NU campuses and beyond. This can be done through the coordination of training and outreach activities, sharing personnel's expertise across units, negotiating site licenses for common software, and facilitating the exchange of information and networking activities. Several components of the proposed Center currently support a variety of extramural awards, including a series of research, cooperative agreement, project/center, and training grants across institutions within and outside of Nebraska (Table 1). The experiences and successes gained through the building of the BMI infrastructure at UNMC and UNO will be leveraged for the creation of the CBIRI. Once established, the core capabilities of CBIRI could leverage the University-Affiliated Research

Center (UARC) status of the University of Nebraska to offer biomedical informatics training and services to federal government laboratories across the country.

The goals of the Center:

- Strategically position the University of Nebraska to advance from a regional leader in biomedical informatics to a nationally recognized program by actively engaging faculty in developing and expanding unique expertise, growing faculty focused on biomedical informatics, and training students to accelerate biomedical discoveries.
- Develop and disseminate training and outreach activities, such as seminars, vendor-sponsored workshops, mini-symposiums and short non-credit courses related to biomedical informatics to enable faculty and students to collaborate with BMI experts.
- Develop a platform for sharing personnel and resources across sub-disciplines and campuses, including the acquisition and distribution of BMI data analysis software by leveraging collective bargaining and group licensing.
- Identify and develop research infrastructure that allows BMI to adapt to the rapidly changing needs of diverse disciplines.
- Increase the number and variety of services, contracts, and grants that will sustain and grow the Center in the long term. In particular, the expertise and collaborations within CBIRI will be leveraged at UNO to compete for a new COBRE grant focused on the gut microbiome.

The goals of the proposed center are aligned with the corresponding mission and strategic plans of UNMC and UNO as outlined in Section 9. The Center would be strategically positioned to meet these goals through the holistic approach of encompassing the infrastructure, service, and academic sectors of Biomedical Informatics. While the explicit focus of the proposed Center is to support the advancement of basic, clinical, and translational discoveries in the academic enterprise, the unique and specialized nature of the infrastructure and expertise is expected to attract service contracts and collaborative proposals from non-academic entities. These entities include biotech, pharma, and technology companies that have limited research and development footprint but are focused on adaptation and application of technologies.

2. Need and Demand of the Center

Biomedical informatics has become a critical part of all facets of biomedical research due to the high-throughput nature of data collection, storage, curation, analysis, and inference involved – all of which require the use of mathematical, statistical, computational, and inferential tools – to extract the meaning hiding within the deluge of data, popularly known as ‘Big Data’. A tremendous need has ensued for the development of computational infrastructure for the collection, processing, storage, and analysis of data; as well as the facilitation and use of such data by the research community. With parallel developments in computer science and high-throughput technologies in life sciences, biomedical data is being generated at a much faster pace than it can be analyzed and understood. Ever-evolving technologies and data analysis tools make it more complex and challenging to keep up with the dynamic and evolving landscape of this field. *Hence, it is hard to expect an individual investigator, or even one institution, to develop and maintain holistic and cutting-edge infrastructure and technical expertise in biomedical informatics. The existing BMI resources are freestanding with discrete missions and goals and spread across the UNMC and UNO campuses. Despite their common interests in promoting BMI education and research, they are non-aligned under one umbrella organization for effective coordination and utilization of expertise and personnel and infrastructural resources.* To address these

needs, **the primary goal of CBIRI is to make the resources, technology, tools, and expertise easily accessible to all members of the biomedical research community in Nebraska and beyond.** This Center will serve as a central hub for all BMI activities, identify gaps of expertise, help strategic recruitment of faculty across BMI domains, proactively assess and develop or procure common resources, leverage the larger user base to negotiate more affordable pricing for site licenses for BMI software, and help accelerate discoveries in all fields of human health research. Existing IT support for UNMC and UNO will serve as the backbone for technology development to support the Center, but the Center will not subsume roles currently performed by both IT organizations.

Over the past 20 years, significant progress has been made to develop the BMI infrastructure at UNO and UNMC. This has resulted in supporting a variety of extramural research projects at various NU campuses and neighboring institutions through NIH-funded INBRE, COBRE and IDeA-CTR projects. Currently, the BSB Core at UNMC also supports the analysis of next-generation sequencing datasets for the EPSCoR-supported Center for Root and Rhizobiome Innovation (CRRI) at UNL. UNL also has an active bioinformatics community that mainly operates in the domains of plant and food sciences; however, the BMI groups at UNMC and UNO have tightly intertwined educational and research activities in the BMI domains. This joint center will foster collaboration among various stakeholders, including the UNL informatics community. As shown in Table 1, **BMI's support of multiple projects has helped attract over \$175 million of extramural funding to Nebraska in the last 5 years**, and the demand continues to grow. CBIRI will support this growing need by streamlining existing and new resources and catalyzing synergistic collaborations through a shared platform.

Table 1: Funded projects in the last 5 years (2014-2019) that substantially utilize BMI expertise and resources.

Project (Funding Agency)	Year Awarded	PI(s)	Primary Institution(s)	Total Award	Institutions Served	Research domain
Multiple R01 Awards (five)	2017-19	Carlson/Roy/Mirnic/Wang/Padanilam Guda (Co-I)	UNMC	\$6,675,831	UNMC	Basic/Translational
EPSCoR/NSF	2019	Gheri, Cooper	UNO	\$194,000	UNO	Applied
PPG (NIH/NCI)	2018	Batra Guda (Co-I)	UNMC	\$8,200,000	UNMC	Basic/Translational
COBRE-Phase III (NIH/NIGMS)	2018	Bronich Guda (Co-I)	UNMC	\$5,700,000	UNMC, UNL, Creighton	Basic/Translational
NNTC-Renewal (NIH/NIMH)	2018	Fox Guda (Co-I)	UNMC	\$4,600,000	UNMC, UTMB, UCSD, UCLA, Mount Sinai Medical Center	Basic/Translational
EHR STUDY (CHILDREN's HOSP)	2018	Fruhling	UNO	\$25,000	UNO	Applied/Translational
CHAIN (NIH/NIMH)	2017	Buch/Fox Guda (Co-I)	UNMC	\$7,500,000	UNMC, UNO	Basic/Translational

Drug Devt. Pipeline (NSRI-AFRRRI)	2017	Berkowitz/ Bayles/ Guda (Co-I)	UNL/UNMC	\$1,660,000	UNL, UNMC	Translational
WSU-PPG (NIH/NIA)	2017	Bousfield Guda (Core-Lead)	WSU/UNMC	\$8,500,000	UNMC, WSU, UC Denver	Basic
NE Research Initiative (NRI)	2017	Ali Hollingsworth	UNO	\$60,000 (UNO sub-award)	UNO, UNMC	Basic/Trans.
CCSG (NIH/NCI)	2016	Cowan Guda (Core-Lead)	UNMC	\$10,500,000	Eppley Institute, UNMC	Basic/Clinical/ Translational
EPSCOR (NSF)	2016	Choobineh Guda (Co-I)	UNL	\$20,000,000	UNMC, UNL, UNK	Basic
IDeA-CTR (NIH/NIGMS)	2016	Rizzo McClay (Core-lead)	UNMC	\$20,000,000	UNMC, UNO, UNL, UNK, Boys Town, USD, UND, NDSU	Clinical/ Translational
HAZMAT (USDOT/UNL)	2016	Fruhling	UNO, UNL, UNMC	\$174,500	UNL, UNO, UNMC	Applied/ Translational
IDeA-CTR (NIH/UNMC)	2016	Myers, Fruhling, Stergiou, French	UNO, UNMC	*\$996,750	UNO, UNMC	Clinical/ Translational
CITIZEN SCIENCE (NSF)	2016	Fruhling, Kolok	UNO	\$100,000	UNO	Applied/ Translational
JCMS (NCC)	2016	Fruhling	UNO	\$220,000	UNO	Applied/ Translational
NIH/NHGRI	2016	Campbell	UNMC	\$1,100,000	UNMC	Clinical
UKMC Res. Institute, Inc.	2016	McClay	UNMC	\$184,000	UNMC	Clinical
Network Models (NRI)	2015	Cooper	UNO	\$194,100	UNO	Basic/Applied
Precision Medicine (NRI)	2015	Gherzi	UNO	\$200,000	UNO	Translational
Life Sciences Education (NSF)	2015	Pauley/ Tapprich	UNO	\$500,000	UNO, WPI, UF, SDSU, Ohio U, College of Wooster, Georgetown, Wash U, U Delaware, Cal Poly State U	Basic
EHR Usability (NIH)	2014	Windle Fruhling(Co-I)	UNMC/UNO	\$2,400,000	UNMC, UNO	Clinical/ Translational
RCN:UBE Incubator (NSF)	2014	Pauley	UNO	\$49,000	UNO	Applied
INBRE (NIH/NIGMS)	2014	Sorgen Guda (Core-Lead)	UNMC	\$16,500,000	UNMC, UNL, UNO, UNK, Creighton, Doane, Nebraska Wesleyan, Wayne State College, College of St. Mary, Chadron State College	Basic/ Applied
Total award value in the last 5 years				\$176,436,431		

*counted in the parent CTR award to Rizzo

In summary, there is a tremendous need and demand for BMI expertise and resources to support research projects that span across basic, clinical, translational, and applied research realms of the human health sciences. This need can be fulfilled through CBIRI by providing a common platform for all vested members of the Center to communicate, collaborate, and share resources. **Based on the usage of our BMI Cores over the past five years (Table 2), we estimate that up to a thousand unique users will be served by CBIRI across UNMC and UNO campuses and from other academic and non-academic entities in Nebraska and nationally.** The users include *faculty, staff, and student researchers* from the realms of bioinformatics, clinical informatics, and public health informatics. CBIRI will also serve as a central hub for graduate student and resident training at UNMC, UNO and other NU campuses. CBIRI is expected to synergize collaborative opportunities within, as well as across, several higher education institutions in Nebraska.

Table 2. User statistics for BMI resources for the past five years. Users are unique in each category.

Resources & Services	# of users
Bioinformatics & Systems Biology Core Users	248
BioCyc/EcoCyc/MetaCyc Software Suite (combined)	417
EHR Core Projects	265
Ingenuity Pathway Analysis	140
Graphpad PRISM Software	250
Letters of Support for Grants	151

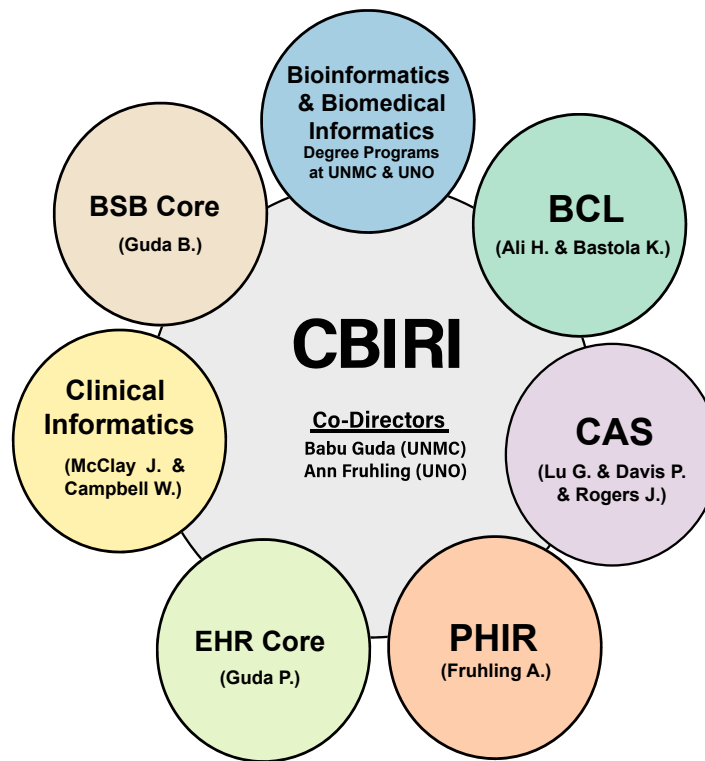
3. Adequacy of Resources

The Vice Chancellor for Research (VCR) Office at UNMC and the Vice Chancellor for Academic Affairs at UNO with UNO Deans have made substantial investments in the development of BMI resources at their respective campuses and are committed to providing the following support for CBIRI.

Administrative members

- Co-Director at UNMC - Babu Guda (5% FTE)
- Co-Director at UNO - Ann Fruhling (5% FTE)
- Center coordinator/admin support by UNMC VCR Office
- Center coordinator/admin support at UNO by UNO CIST
- Center coordinator/admin support at UNO by College of Arts and Sciences
- Web Development support at UNMC – by UNMC Bioinformatics and Systems Biology Core

Several BMI-related units at both campuses will provide expertise on developing, maintaining, and facilitating access to a broad range of resources (i.e., bioinformatics and systems biology services, software/hardware programming support, electronic health record data access, RedCap support, etc.). The UNMC and UNO units participating at the Center are depicted in the figure below:



- Bioinformatics and Biomedical Informatics degree programs at UNO and UNMC
- Bioinformatics Computing Lab (BCL) at UNO - led by Drs. Hesham Ali and Kiran Bastola
- Bioinformatics and Systems Biology (BSB) Core at UNMC - led by Dr. Babu Guda
- Clinical Informatics Research at UNMC - led by Drs. James McClay and Walter (Scott) Campbell
- College of Arts and Sciences (CAS) at UNO – Bioinformatics research programs focused on pathogenesis of disease, immunology, host-gut microbiome interactions, ecology, and computational methodology, and coordination of the ADEPT program led by Dr. Paul Davis
- Electronic Health Records (EHR) Core at UNMC - led by Dr. Purnima Guda
- Public Health Informatics Research lab (PHIR) - led by Dr. Ann Fruhling

These various participating units currently employ several FTEs that are funded by the Vice Chancellor for Research Office at UNMC, the College of Information Science and Technology at UNO, Nebraska Research Initiative (NRI), and extramural grants. The funding of support staff for these participating units is approximately 10 FTEs between the two campuses.

Additional physical facilities needed

No additional physical facilities are needed at this time. Different components of the proposed Center are equipped with several high-performance computing (HPC) clusters at UNMC and the Holland Computing Center. These are crucial to carrying out the proposed Center activities. The Center will have an online presence and most resources will be

made accessible from the Center's website. All the administrative tasks will be conducted by the Co-Directors from their respective campuses.

Budget Projections

The budget has been projected for five years. After that time, the plan is for the Center to be self-supporting through grants, contracts, and fees for research-related services. The VCR at UNMC will contribute by releasing .05 FTE for the Center's Co-Director, Babu Guda, PhD, and support funds for a coordinator at 0.1 FTE to help coordinate the Center's activities. Likewise, the College of IS & T at UNO will contribute by releasing .05 FTE for the Center's Co-Director, Ann Fruhling, PhD, and support funds for a coordinator/administrative assistant at 0.1 FTE to help coordinate the Center's activities. To develop and maintain the website for the Center, a 0.10 FTE is required for the web developer for the first 5 years. After this period, this cost will be supported through grant support or the Center's revenues. Additional funds to purchase relevant software and equipment will be supported by multiple sources that include the VCR's Office at UNMC, Office of Research and Creative Activity at UNO, the Dean of the College of Medicine at UNMC, the Dean of the College of IS & T and the Dean of College of Arts and Sciences at UNO, and NIH's institutional development awards such as NE-INBRE and Great Plains IDEA-CTR. Please refer to the attached budget pages for further details.

4. Organizational Structure and Administration

The Center will be administered by two Co-Directors, a steering committee, an Internal Advisory Committee (IAC), an External Advisory Committee (EAC) and a Community Advisory Board (CAB). Policies and procedures will be developed by the steering committee, which will meet quarterly. Key strategic goals and plans will be developed through broadly based input from internal and external advisory committee members. The IAC, EAC and CAB are expected to meet on an annual basis with the steering committee members.

(i) Co-Directors:

Dr. Babu Guda, PhD, Professor and Chief Bioinformatics & Research Computing Officer at UNMC, and Dr. Ann Fruhling, PhD, MBA, Professor and Director of the School of Interdisciplinary Informatics at UNO, will serve as Co-Directors of this joint Center.

Dr. Guda is the Assistant Dean for Research Development, College of Medicine, UNMC, who manages a well-funded Bioinformatics and Systems Biology research program. He is also the founding director of the Bioinformatics and Systems Biology Core facility, which currently supports over 150 independent investigators across the four NU campuses and many other institutions in Nebraska and surrounding states. He has an interdisciplinary training background in molecular biology, computer science, and computational biology, with over 22 years of experience in bioinformatics research, teaching, and mentoring. Dr. Guda has been the PI or Co-PI of numerous research projects funded by NIH and other agencies since 2008 and a member of various study sections at NIH. He has mentored over 60 mentees that include junior faculty, postdocs, graduate students, and student interns in different areas of biomedical informatics. Dr. Guda has published over 100 peer-reviewed research articles that cover a wide range of topics related to bioinformatics, systems biology, microbiome and metagenomics, cancer genomics, and precision medicine. His expertise also encompasses clinical diagnostics, translational informatics, and database and web application development. He currently serves as a PI, Co-I, or

Core-Lead on over ten extramurally funded research projects at UNMC that generate over \$1.2 million directs per year to support a combined 12 FTEs between his Research and Core groups.

Dr. Fruhling is a Professor and the founding Director of the School of Interdisciplinary Informatics, College of IS&T, UNO and a Charles W. and Margre H. Durham Distinguished Professor. The College of Information Science and Technology at UNO offers four degrees: Cybersecurity, Bioinformatics, Biomedical Informatics, and IT Innovation. Since 2004, Dr. Fruhling has served as the Director of the Public Health Informatics Research Laboratory, employing several FTEs and funding dozens of graduate assistantships and over 70 undergraduate, graduate, and doctoral students. She has over 100 publications and has been a PI/Co-I on research projects totaling over \$8.53 million. Dr. Fruhling's research focuses on health informatics and evaluating and improving human-computer interaction efficiency and effectiveness in the healthcare and public health domains. Since 2002, she has been the PI of an emergency response system and bioterrorism surveillance system for public health laboratories called STATPack™, which has been deployed in over 65 health laboratories. Recently, Dr. Fruhling was a Co-I on an NIH R01, ARHQ grant that focuses on optimizing the EHR for cardiac care. Currently, she is the PI for a UNO/UNMC collaborative grant sponsored by the Department of Transportation and awarded by UNL's University Transportation Center. This project is developing an application to minimize the health impact to first responders in the case of a HAZMAT transportation incident using internet of things (IoT) technologies including biosensors. In addition, Dr. Fruhling is a Co-I for the Biomedical Informatics KCA that supports the UNMC NIH IDeA Center for Translational Research. She is Co-I for a NU 2019 Collaborative Initiative project called, Enhancing Senior Living, Quality of Life and Independence through Utilizing Assistive and Interactive Technology that includes researchers from UNO Gerontology and UNMC.

(ii) Steering Committee (SC):

The following experts in different BMI sub-disciplines at UNO and UNMC are identified to serve on the steering committee. The initial committee will consist of seven members. These members interact extensively with the BMI services and resources and hence are suitable to serve on the steering committee:

- Ann Fruhling, PhD, Professor, School of Interdisciplinary Informatics (Si2), UNO;
- Babu Guda, PhD, Professor, College of Medicine, UNMC;
- Dario Ghersi, MD, PhD, Associate Professor, Si2, UNO;
- Jim McClay, MD, Professor, College of Medicine, UNMC;
- Paul Davis, PhD, Associate Professor, Department of Biology, UNO
- Guoqing Lu, PhD, Professor, Department of Biology, & member of Si2, CAS, UNO;
- Scott Campbell, PhD, Assoc. Professor, Senior Director of Research and IT, UNMC

(ii) Internal Advisory Committee (IAC):

The following leaders at UNO and UNMC campuses are identified to serve on the Internal Advisory Committee:

- Jennifer Larsen, MD, Vice Chancellor for Research, UNMC;
- Howard Fox, MD, PhD, Senior Associate Dean for Research Development, UNMC;

- Kenneth Bayles, PhD. Assoc. Vice Chancellor for Research at UNMC, and Associate Vice Chancellor for Research and Creative Activity at UNO;
- Dele Davies, MD, Senior Vice Chancellor for Academic Affairs, UNMC;
- Sacha Kopp, PhD, Senior Vice Chancellor for Academic Affairs, UNO
- Hesham Ali, PhD, Dean, College of Information Science & Technology, UNO;
- LaReesa Wolfenbarger, PhD, College of Arts and Sciences, UNO;
- Sara Myers, PhD, Assistant Vice Chancellor for Res. and Creative Activity, UNO;
- Michael Dixon, PhD, President and CEO, UNeMed Corporation, Inc. UNMC.

(iii) External Advisory Committee (EAC):

The following experts in the field of Biomedical Informatics are identified to serve on the Scientific Advisory Committee:

- Michael Ash, MD, Vice Chancellor for Information Technology, UNMC;
- Peter J. Embi, MD. Associate Dean for Informatics and Health Services Research, IUPUI, Indianapolis, IN;
- Tammy Toscos, PhD. Director, Health Services and Informatics Research at Parkview Health, Fort Wayne, IN;
- Zhongming Zhao, PhD, MS, Chair Professor & Director, Center for Precision Health, The University of Texas Health Science Center at Houston;
- Ramana Davuluri, PhD, Professor of Preventive Medicine, Feinberg School of Medicine, Northwestern University.
- Chris Maloney, MD, PhD, Senior Vice President-Chief Medical Officer, Children's Hospital, Omaha, NE

(iv) Community Advisory Board (CAB)

In consultation with the internal and external advisory committees, we will invite community stakeholders including senior leaders from local biotech companies such as Streck Labs and Neogen, and not for profit organizations such as the Henry Doorly Zoo at Omaha. These organizations have shown interest in utilizing various BMI services and are expected to provide valuable advice to promote the mission of the Center.

5. Partnerships with Business

Members of CBIRI may provide a wide variety of expertise spanning the BMI research spectrum. We foresee that CBIRI will have many opportunities to collaborate and offer services to non-academic and industry partners and build partnerships at various levels. As an example, a biotech company, Neogen Corporation, based in Lincoln, Nebraska, uses high-resolution genotyping for a variety of animal and plant species and expressed interest in collaborations for the development of rapid genomics-based genotyping tools. We were previously approached with similar needs by clients such as Streck labs and Omaha's Henry Doorly Zoo and Aquarium with customized requests for specific genomics and bioinformatics related projects. The CBIRI will offer a platform to build such partnerships and offer services in coordination with UNeMed, a technology transfer unit of the NU system.

6. Collaborations with Higher Education Institutions and Agencies External to the University of Nebraska

There are multiple BMI undergraduate and graduate programs at UNO and UNMC. Faculty associated with these programs will become members of the Center, and graduate students will be matched with interested faculty members to carry out short-term and long-term

research projects. The Center will actively coordinate the existing and new graduate training and outreach activities through BMI seminar series, journal clubs, the INBRE- and IDeA-CTR scholar program, and vendor-sponsored workshops. The Center will leverage its platform and resources to attract industry sponsors for student internships or long-term student scholarships, such as the previous Purdue Pharma Scholar Program at UNMC. As a model, the Advanced Defense Education Pipeline and Training (ADEPT) program is a joint training program between UNO-CAS and UNMC faculty that is specifically designed to provide undergraduate and graduate students hands-on experiences and career opportunities with the US Army Medical Research Institute for Infectious Diseases (USAMRIID). Currently, six students are pursuing their PhD, working on Department of Defense projects either at UNO/UNMC or USAMRIID laboratories. Twelve students have received summer internships at USAMRIID. Programs such as ADEPT will lead to the development of the local workforce by training the next generation of BMI experts that could serve both regionally and nationally.

7. Constituencies to be Served

The primary constituency to be served is the faculty, staff, and students of UNMC and UNO, who are engaged in BMI research, training, or service activities. Similar requests from the other NU campuses will also be served as needed. External constituencies include Creighton University, Children's Hospital and Medical Center, Boys Town National Research Institute, Nebraska Department of Health and Human Services, Omaha's Henry Doorly Zoo and Aquarium, the biotechnology industry in Nebraska, and the Department of Defense (DoD) through the ADEPT program.

In addition, through the NIH funded INBRE and Great Plains IDeA-CTR awards, extensive BMI support is being provided to four other research institutions (Creighton University Medical Center, University of South Dakota, University of North Dakota, and North Dakota State University) and six other primarily undergraduate institutions in Nebraska (Chadron State College, College of Saint Mary, Creighton University College of Arts and Sciences, Doane University, Nebraska Wesleyan University, and Wayne State College). The Center's platform and resources will enhance the overall research capacity in Nebraska and produce better health outcomes for its citizens.

8. Anticipated Outcomes, Significance, and Specific Measures of Success

Outcomes:

- A website disseminating the Center's mission, goals, administrative units, list of members and their expertise, and services and resources accessible to the research community.
- A joint biomedical informatics monthly seminar series that invites nationally reputed speakers to UNO and UNMC campuses to promote collaborations and create networking opportunities for students and faculty. CBIRI website will host archives of the recorded lectures for access by the Center members.
- Efficient coordination and dissemination of information on a number of BMI training and outreach activities to students and faculty using the Center's platform.
- Access to high-performance computing hardware and BMI-related software resources by leveraging group licensing and resource sharing.
- Enhanced partnerships with federal government and industrial laboratories to promote growth in student projects, summer internships, and graduate scholarships.

- A joint BMI Center will expand recruitment of nationally recognized faculty and attract extramural funding.
- A graduate training pipeline to produce a qualified workforce in specialized areas of BMI, who could be employed by entities such as USAMRIID in various DoD-supported research projects.

Significance:

The Center can help advance BMI research and keep NU on the cutting edge of evolving technology to fully utilize ‘Big Data’ in the realms of health sciences research. The time is right to develop the Center due to the growing demand at various fronts of the BMI research and parallel growth in the volume of biomedical data to be analyzed and understood. In the first few years, CBIRI will work towards homogenizing BMI user community, consolidate BMI resources for effective utilization, and operationalize a common BMI seminar series across the campuses. These initial goals will help build a sense of community among all stakeholders of CBIRI and facilitate communication and coordination to achieve long-term goals of the Center. We will use the following metrics to measure the growth and success of the Center.

Measures of success:

- Number of services provided per year through the Center-affiliated components.
- Number of grants funded in which CBIRI is listed as a resource.
- Number of workshops and seminars organized or coordinated through the Center.
- Number of undergraduate and graduate internships secured.
- Number of new faculty members recruited who are BMI-associated faculty or those that require significant BMI support to drive their research projects.
- Growth in the number of users of BMI resources (hardware, software and personnel).
- Feedback from internal and external investigators.

9. Centrality to Role and Mission of the Institution

A joint center to represent the Biomedical Informatics research community is long overdue at the University of Nebraska and is enthusiastically supported by the senior administration at both campuses. Specifically, the Center will serve as a conduit for coordinating BMI seminars and other training activities, negotiating BMI software licenses through collective bargain, leveraging the interdisciplinary pool of talent for writing infrastructure development grants, and finally, serving as an externally visible overarching entity for recruiting nationally recognized faculty to University of Nebraska. The Center’s goals that emphasize on developing infrastructure and expertise in the interdisciplinary area of Biomedical Informatics are in alignment with both UNMC and UNO strategic plans:

- UNMC’s strategic plan (goal 2.2 under *Research Scope and Prominence* section), which emphasizes enhancing the campus-wide infrastructure and expertise for biomedical and health systems informatics.
- UNO’s strategic plan (goal 2.4 under *Academic Excellence* section), which emphasizes Strategy 4 to identify and develop interdisciplinary/transdisciplinary academic priorities (specifically stated in UNO IST - 2.4.1. objective to continue to work closely with UNMC and UNL partners in education, research and support).

10. Potential for the Program to Contribute to Society and Economic Development

The expertise, resources, services, and activities provided through CBIRI will have a powerful impact on the basic and applied sciences and clinical and translational research, which ultimately seeks to provide improved quality of health care to the patient. The proposed Center will help the University gain national and international recognition, along with the benefits of increased recruitment and retention of nationally and internationally reputed faculty and attracting additional extra-mural funding. For instance, some of the DoD projects supported through the ADEPT program (section 6) will directly benefit the warfighter. CBIRI will continue to facilitate these sorts of efforts. Organizing workshops and potentially national-level meetings in Omaha will help the business community and benefit Nebraska's economic development.

11. Consistency with the Comprehensive Statewide Plan for Postsecondary Education: How this program will enhance relevant statewide goals for education.

The proposed training and outreach activities will provide and expand opportunities, specifically, in the interdisciplinary STEM areas for undergraduate and graduate students across the state of Nebraska. Through its overarching platform, CBIRI will help broaden the opportunities for multidisciplinary degree programs that integrate the theory and practice of quantitative disciplines (such as computer science, mathematics, and statistics) with the analytics needed to process experimental data generated in biomedical sciences (such as basic, clinical, translational, and epidemiological sciences). In addition, the Center will serve as an entrusted platform to effectively coordinate various training and outreach activities supported by projects such as NE-INBRE, IDeA-CTR, NE-EPSCoR. These projects are specifically designed to train undergraduate and graduate students, and junior faculty members covering most of the postsecondary educational institutions in the state of Nebraska. Hence, the Center can help achieve statewide education goals by community engagement through didactic and experiential learning, student internships and fellowships, contracts, and business partnerships.

August 3, 2020

Dear Members of the CCPE:

I am pleased to write this letter in support of establishing the Center for Biomedical Informatics Research and Innovation (CBIRI) co-directed by Dr. Ann Fruhling and Dr. Babu Guda and jointly located at the University of Nebraska at Omaha (UNO) and the University of Nebraska Medical Center (UNMC).

For the last two decades, the College of Information Science and Technology has invested significant resources in supporting various initiatives related to Biomedical Informatics. These initiatives include the development of UNO's Bachelor of Science in Bioinformatics program and the establishment of the UNO/UNMC joint MS/PhD degrees in Biomedical Informatics (BMI). These degrees represent innovative and multidisciplinary programs that integrates the theory and practice of information technology management, computer science, telecommunications, decision support systems, applied computing with medical science, biological sciences, bio-imaging, and public health. The proposed Center for Biomedical Informatics Research and Innovation will further support the NU efforts to focus on student success by providing internships and training opportunities that expose students to the many facets of research in academia and healthcare industry. Dr. Fruhling's 5% leadership effort as Co-Director of CBIRI that is proposed is included as part of her academic year research workload as a Professor in the School of Interdisciplinary Informatics.

Biomedical Informatics research has been, and will remain, critical to linking interdisciplinary approaches to help researchers understand biological data and link them to clinical data to advance biomedical research and healthcare. The Center will serve as a coordination and communication vehicle for BMI educational, research and outreach activities, provide bioinformatics resources for scientists, and facilitate new collaborations pertinent to both academia and industry through horizontal integration of expertise, resources, and users under one umbrella.

The Center for Biomedical Informatics Research and Innovation aligns with the mission of the College of Information Science and Technology and UNO to transform and improve the quality of life, locally, nationally, and globally. I am confident that through the synergistic leadership of the two co-directors, the Center will provide another significant step forward in further recognizing the University of Nebraska as a national leader in providing bioinformatics and biomedical informatics education and resources to promote and advance basic, clinical, translational, and public health research.



Hesham H. Ali, Ph.D.
Professor of Computer Science
Lee D. and Willa Seemann Distinguished Dean
College of Information Science and Technology
University of Nebraska at Omaha
Omaha, NE 68182

December 3, 2020

Re: Center for Biomedical Informatics Research and Innovation (CBIRI)

To Whom It May Concern:

I write on behalf of the University of Nebraska Omaha College of Information Science and Technology (CIST) in support of the Center for Biomedical Informatics Research and Innovation (CBIRI) developed by Dr. Babu Guda of UNMC and Dr. Ann Fruhling of UNO. As Dean of the college, I can attest to the considerable need for a coordinating center for Biomedical Informatics (BMI) across our institutions. We have long been at the forefront of national efforts to advance BMI education, best evidenced through our early adoption of an undergraduate degree in bioinformatics. Today, we are one of the few institutions to grant undergraduate, master's, and doctoral degrees in bioinformatics and biomedical informatics, jointly with UNMC.

With its strong emphasis on education and training activities, the CBIRI will continue this trend for decades to come. Faculty working in BMI would benefit from a comprehensive coordinating center bringing these efforts into horizontal alignment under one umbrella. Drs. Guda and Fruhling have extensive leadership experience, a strong background in the successful implementation of complex organizational structures, and an understanding of faculty and students' needs to promote health research through informatics and make the CBIRI immediately impactful.

In support of this Center, UNO acknowledges the proposed roles and responsibilities to continue actively advancing CBIRI goals, primarily through the following resource-sharing activities

- The College Research labs and Core Facilities including the UNO Bioinformatics Core Facility and the Public Health Informatics Research lab
- Access to computer scientists, information technology researchers, cybersecurity experts, and bioinformatics undergraduate and graduate students, and biomedical informatics graduate students
- Collaborative opportunities through academic ties with UNO's longstanding history of community engagement in health care research

Our College looks forward to a long and fruitful collaboration through the CBIRI for years to come.

Sincerely,



Hesham H. Ali, Ph.D.
Professor of Computer Science
Lee D. and Willa Seemann Distinguished Dean
College of Information Science and Technology
University of Nebraska at Omaha
Omaha, NE 68182

December 2, 2020

Re: Center for Biomedical Informatics Research and Innovation (CBIRI)

To Whom It May Concern:

As the Senior Director of Research Technologies at UNMC and the Director of the Public Health Informatics Research Lab, I write supporting the CBIRI proposal developed by Drs. Babu Guda and Ann Fruhling. I strongly support this proposal and the Center's mission to serve as a communication vehicle for biomedical informatics (BMI) educational and research activities and resources. The need and demand for BMI expertise and resources have expanded tremendously over the past decade. With its broad scope of services, the proposed Center will significantly enhance competitiveness on cutting-edge research for the foreseeable future.

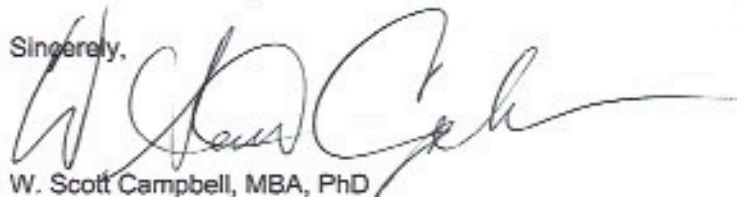
UNO and UNMC have a long history of working together in this domain. Solidifying efforts across campuses through the formation of the CBIRI will streamline and advance resources available across the University of Nebraska system. The CBIRI will transform the accessibility of training and outreach activities, IT and software resource sharing, and services available to support research across the spectrum.

I acknowledge through this letter that I will perform the following functions in this partnership:

- Serve on the Steering Committee to assist in the development of CBIRI policies and procedures
- Support IT and research informatics needs in the realm of public health
- Serve as a Research IT liaison for clinical informatics between the University of Nebraska and its commercial partners, namely Nebraska Medicine

I look forward to working collaboratively with the broader informatics community through the CBIRI under the excellent and capable leadership of Drs. Guda and Fruhling.

Sincerely,



W. Scott Campbell, MBA, PhD

Associate Professor
Sr. Director of Research Technologies
Director of Pathology and Public Health Informatics
Department of Pathology and Microbiology
College of Medicine
University of Nebraska Medical Center

985900 Nebraska Medical Center / Omaha, NE 68198-5900
402-559-9593 / FAX 402-559-5900 / www.unmc.edu/pathology

3 December 2020

RE: Center for Biomedical Informatics Research and Innovation (CBIRI)

I am writing this letter to confirm my strong support for the Center for Biomedical Informatics Research and Innovation (CBIRI) developed by Dr. Babu Guda of UNMC and Dr. Ann Fruhling of UNO.

As a faculty member in the UNO College of Arts and Sciences, I am aware of the extensive and growing research programs focused on the pathogenesis of disease, immunology, host-gut microbiome interactions, ecology, and computational methodology, all of which would benefit from shared biomedical informatics resources and knowledge. Further, as the Director of the UNO Health Careers Resource Center, I've been pleased to track an increased number of biomedical and informatics undergraduate students heading to local health professions training programs, such as UNMC School of Medicine.

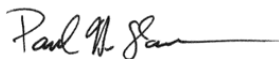
As leader of the Advanced Defense Education Pipeline and Training (ADEPT) program, I can attest to the national workforce's clear need for the development of the next generation of BMI leaders. This joint training program between UNO and UNMC faculty can provide undergraduate and graduate students with hands-on experiences with needs that are in-line with Department of Defense needs, for instance. The CBIRI will enable a more robust pool of experts to help with programs like ADEPT and allow continued progress toward a more agile workforce capable of meeting the changing technical needs of our industry partners.

In support of the CBIRI, I commit to the following roles and responsibilities:

- Serve as a member of the Steering Committee to provide feedback and direction
- Assist in program coordination for workforce development projects

Under Dr. Fruhling's and Guda's expert leadership, the CBIRI is poised to provide substantial improvements in BMI expertise and resources to promote and advance basic, clinical, translational, and public health research at our sister institutions. I look forward to working with them for years to come.

Sincerely,



Paul H. Davis, Ph.D.
Associate Professor of Biology
Director, Molecular Parasitology Lab
Director, UNO Health Careers Resource Center
University of Nebraska at Omaha
pdavis@unomaha.edu
402-554-3379



Purnima Guda, Ph.D.
Director, Electronic Health Record Access Core
Vice Chancellor for Research Office
University of Nebraska Medical Center

Phone: (402) 559-3845
Email: purnima.guda@unmc.edu
<https://www.unmc.edu/cctr/resources/ehr>

December 2, 2020

Re: Center for Biomedical Informatics Research and Innovation (CBIRI)

To Whom It May Concern:

I write in strong support of the Center for Biomedical Informatics Research and Innovation (CBIRI) led by Dr. Babu Guda of UNMC and Dr. Ann Fruhling of UNO to promote and advance biomedical informatics (BMI) expertise and resources. As the Director of the UNMC Electronic Health Record (EHR) Data Access Core, I strongly support the purpose of the Center's mission to serve as a coordination and communicational vehicle for BMI educational, training and research activities and resources. Growth in the use of EHR data for research has grown tremendously over the past decade. The CBIRI will accelerate the integration of EHR data with other critical tools and resources to expand research capabilities.

The CBIRI will strategically place the University of Nebraska at the forefront of BMI capabilities, knowledge, and infrastructure to enhance all facets of health research. Through the consolidation of shared resources and enhancement of personnel fluidity across sub-disciplines and campuses, the CBIRI will make this a reality. Under the capable leadership of Dr. Guda and Dr. Fruhling, the Center will be able to adapt to the rapidly changing needs for BMI tools and infrastructure in near real-time.

In support of the CBIRI, the EHR Data Access Core commits to contribute to its mission to consolidate and coordinate BMI efforts across campuses and disciplines. We wish you the best of luck in this vital endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read 'Purnima Guda'.

Purnima Guda, PhD



December 1, 2020

Re: Center for Biomedical Informatics Research and Innovation (CBIRI)

To Whom It May Concern:

As Vice Chancellor for Research, I enthusiastically support the CBIRI proposal jointly developed by Dr. Babu Guda at UNMC and Dr. Ann Fruhling at UNO. I helped recruit Dr. Guda to UNMC who serves as UNMC's Chief Bioinformatics and Research Computing Officer since 2015, and part of his leadership responsibilities.

Many of the activities of this position were envisioned and defined from the outset to include helping to develop and lead this proposed Center. The CBIRI proposal describes what infrastructure has been built for biomedical informatics (BMI), as well as a proposed leadership structure that will help to enhance communication around new resources and infrastructure, as it continues to grow, as well as the educational offerings of the joint Biomedical Informatics graduate program, of UNMC and UNO.

Thus, the 5% effort as Co-Director of CBIRI that is proposed is included as part of his existing stipend as UNMC's Chief Bioinformatics and Research Computing Officer.

There is a strong need for a comprehensive center focused on BMI education and research. For University of Nebraska to remain competitive for federal funding, particularly large grant programs, we need to continue to grow our expertise, through graduate training, recruitment, and training and resources for our existing faculty and graduate students.

Under the strong leadership of Drs. Guda and Fruhling, the CBIRI will continue to grow the expertise within the University of Nebraska system to collaborate in biomedical and health science of all types, as they have the background, experience, and collaborative skills to make the CBIRI successful. Biomedical informatics has become indispensable to almost all types of biomedical research, from basic science to clinical and public health science.

With this letter, I acknowledge and agree to the roles and responsibilities proposed as detailed in the partnership, which include:

- Serving as a member of the Internal Advisory Committee to support the CBIRI's goals and advise the Steering Committee, annually
- Continue to support the CBIRI through coordinator/administrative support
- Assist in collaborative purchases of relevant software and equipment that will benefit UNMC researchers through VCR funds beyond those already detailed as the need arises.

I look forward to working with the CBIRI as it aims to consolidate and expand BMI resources, both in personnel and other infrastructure, across the region.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Larsen MD". The signature is written in a cursive style with a large initial "J".

Jennifer L. Larsen, MD
Vice Chancellor for Research and Institutional Official
Louise and Morton Degen Professor of Internal Medicine
University of Nebraska Medical Center
Administrative Support: Pamela Welch (pswelch@unmc.edu)
Phone: 402-559-8490
FAX 402-559-8445

December 4, 2020

Chittibabu (Babu) Guda, PhD
6015 Durham Research Center
985145 Nebraska Medical Center
Omaha, NE, 68198-5145

Ann Fruhling, PhD
PKI 280A. 6001 Dodge Street
University of Nebraska Omaha
Omaha, NE, 68182

Dear Ann and Babu;

As the founding director of UNMC's Biomedical Informatics (BMI) graduate program, the principle investigator and director of the UNMC Clinical Research Analytics Environment (CRANE) and a leader in clinical informatics research at UNMC, I am writing this letter to confirm my support for the CBIRI proposal. The BMI graduate program is a joint program involving UNMC & UNO, leveraging expertise across campuses to provide an educational and research program with strengths in biological, health care, and technological aspects of biomedical informatics. It is a multidisciplinary, interprofessional effort integrating the theory and practice of information technology management, computer science, decision support systems, and applied computing with clinical science, bioinformatics, bio-imaging, and public health. The CRANE system builds upon the collective expertise of the UNMC BMI program to contribute to nation-wide healthcare evidence development.

The need for BMI expertise, resources, educational activities, and support continues to grow rapidly. Based on our strong relationships through our collaborative efforts advancing the study of Biomedical Informatics throughout the University of Nebraska system I believe the CBIRI will consolidate and expand resources in a manner that will place Nebraska at the forefront of the field to advance biomedical discoveries across all disciplines. This Center will address an immediate challenge of resource sharing across campuses by collectively sharing software, computing power, and ideas through leveraged experience, collective bargaining, and group licensing. This proposal demonstrates decades of work in advancing the multidisciplinary field of biomedical informatics in the state. Your team has the experience, leadership skills, and breadth of knowledge to lead the CBIRI and build collaborations in academia and industry.

I look forward to working with both of them for many years to come.

Sincerely,

A handwritten signature in black ink that reads "James McClay MD". The signature is written in a cursive style with a distinct loop for the letter 'J' and a clear 'MD' at the end.

James McClay MD, MS
Professor, Emergency Medicine, College of Medicine
Chair, UNMC Biomedical Informatics Program
University of Nebraska Medical Center,
Omaha, NE 68198

TABLE 1: PROJECTED EXPENSES - NEW ORGANIZATIONAL UNIT
Center for Biomedical Informatics Research and Innovation - UNMC and UNO Combined

	(FY2020-21)		(FY2021-22)		(FY2022-23)		(FY2023-24)		(FY2024-25)		Total
	Year 1		Year 2		Year 3		Year 4		Year 5		
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Faculty											\$0
Non-teaching Staff											
Administrative											\$0
Professional											\$0
Support											\$0
Subtotal	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	0.00	\$0	\$0
Operating											
General Operating											\$0
Equipment											\$0
Facilities											\$0
Library/Information Resources											\$0
Other											\$0
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
Total Expenses		\$0		\$0		\$0		\$0		\$0	\$0

For both campuses, expenses are covered by current grant funding or personnel assignments. The center will reorganize and align existing efforts and resources for efficiencies. Existing faculty and staff are sufficient to implement the center. No new expenses are needed. The Center's Co-Directors (Babu Guda and Ann Fruhling) will contribute a small portion of their current FTE (0.05 ea.) to administering the proposed unit; the campuses also will redirect effort towards a staff coordinator/administrative assistant (0.2 FTE) and web site development (0.1 FTE).

TABLE 2: PROJECTED REVENUES - NEW ORGANIZATIONAL UNIT
Center for Biomedical Informatics Research and Innovation - UNMC and UNO Combined

	(FY2020-21)		(FY2021-22)		(FY2022-23)		(FY2023-24)		(FY2024-25)		Total
	Year 1		Year 2		Year 3		Year 4		Year 5		
Existing Funds from Institutional Support											\$0
Required New Public Funds											\$0
1. State Funds											\$0
2. Local Funds											\$0
Tuition and Fees											\$0
Other Funding											
1											\$0
2											\$0
Total Revenue		\$0		\$0		\$0		\$0		\$0	\$0

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

Academic Affairs Committee

MEETING DATE: April 9, 2021

SUBJECT: Establishment of the Samuel Bak Academic Learning Center to be administered by the Office of Academic Affairs at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approval to establish the Samuel Bak Academic Learning Center to be administered by the Office of Academic Affairs at the University of Nebraska at Omaha (UNO)

PREVIOUS ACTION: October 5, 2017 – The Board approved the acceptance of a gift and the creation of the Leonard and Shirley Goldstein Center for Human Rights in the College of Arts and Sciences at UNO.

EXPLANATION: The proposed Samuel Bak Academic Learning Center will serve to expand UNO's multidisciplinary scholarship, academic curricula, community engagement, and educational activities dedicated to human rights, genocide studies, the Holocaust, and artistic work. The proposed center will build upon existing programs such as the Sam and Frances Fried Holocaust and Genocide Academy, the Leonard and Shirley Goldstein Center for Human Rights, the Natan and Hannah Schwalb Center for Israel and Jewish Studies, and the future Ted Kooser Center for Health Humanities. The Samuel Bak Museum, housed within the Academic Learning Center, will be home to over 500 of Samuel Bak's works of art. The official establishment of the Center is critical to accepting the initial artwork gift (valued at \$18 million) and will provide an appropriate organizational entity for fundraising.

To facilitate campus-wide academic collaborations and community partnerships, the Center needs its own organizational structure and identity. While existing collaborating Centers and their Directors as well as faculty in the academic departments and schools will retain their current affiliations, the Samuel Bak Academic Learning Center will function as an umbrella structure that coordinates, aligns, and supports their collective efforts. Additionally, the Samuel Bak Academic Learning Center will allow for the physical co-location of the primary center partners and, likely, innovative in-residence opportunities for faculty scholars throughout the world.

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

PROGRAM COST: \$150,000 for Year 1; \$1,928,424 over five years

SOURCE OF FUNDS: First year funding allocated from the UNO Office of Academic Affairs; subsequent years' revenue depends on fundraising, grants, and new tuition revenue.

SPONSORS:

Sacha E. Kopp
Senior Vice Chancellor for Academic Affairs

Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

RECOMMENDED:

/s/ Susan M. Fritz
Executive Vice President and Provost

DATE:

March 5, 2021



February 22, 2021

Ted Carter, President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583
president@nebraska.edu

Dear President Carter:

The University of Nebraska at Omaha requests the creation of a BS in Pharmaceutical Sciences and the Samuel Bak Academic Learning Center.

The proposed BS in Pharmaceutical Sciences will be offered by the UNO College of Arts and Sciences, with some coursework delivered in collaboration with the UNMC College of Pharmacy. The BS in Pharmaceutical Sciences is responsive to efforts to increase graduates in high-skilled and high-paying jobs. There are two major pathways for graduates of the proposed BS in Pharmaceutical Sciences. One career pathway includes the pipeline for postgraduate education and prepares students for patient care. The other career pathway prepares graduates for entry-level H3 jobs in the pharmaceutical and medical industry.

The proposed Samuel Bak Academic Learning Center will serve as a campus collaboration hub for scholarship, academic curricula, community engagement, and educational activities dedicated to human rights, genocide studies, the Holocaust, and artistic work. The Samuel Bak Museum, housed within the Academic Learning Center, will be home to over 500 of Samuel Bak's works of art.

I fully support these proposals and request your support as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey P. Gold'.

Jeffrey P. Gold, M.D.
Chancellor

JPG/kd

cc: Susan Fritz, Ph.D., Executive Vice President and Provost
Sacha Kopp, Ph.D., Senior Vice Chancellor, Academic Affairs
Deborah Smith-Howell, Ph.D., Associate Vice Chancellor of Academic Affairs and Dean of Graduate Studies

Samuel Bak Academic Learning Center

Descriptive Information

- Name of institution proposing the Center: The University of Nebraska at Omaha
- Name of the programs involved include but not limited to: College of Arts and Sciences (History, Philosophy, Religious Studies); College of Communication, Fine Arts and Media (Music, Arts); College of Education, Health, and Human Sciences (Teacher Education); Sam and Frances Fried Academy for Holocaust and Genocide Education; Leonard and Shirley Goldstein Center for Human Rights.
- Other programs offered in this field by this institution: Holocaust and Genocide Studies, Human Rights Studies, and Medical Humanities.
- Administrative unit for the Center or Institute: UNO Academic Affairs
- Physical location, if applicable: Arts and Sciences Hall (temporary location for administrative office)
- Proposed date (term/year) the center or institute will be initiated: Fall 2022.

1. Purpose and Context for the Center or Institute

The mission of the Samuel Bak Academic Learning Center is to inspire students, faculty, alumni, and administrators, as well as the citizens of Nebraska and the greater Midwest region to engage in meaningful discussions about visual testimony, art and social justice, memory, the upstander/bystander paradigm, symbolism, making history come alive, moral philosophy, and the notion that one form of art can stimulate other creative acts such as literature, theater, and music. The proposed Samuel Bak Academic Learning Center will serve as a campus collaboration hub for scholarship, academic curricula, community engagement and educational activities dedicated to human rights, genocide studies, the Holocaust, and artistic work. The Samuel Bak Museum, housed within the Academic Learning Center, will be home to over 500 of Samuel Bak's works of art.

Using the art and life of world-renowned artist and Holocaust survivor Samuel Bak, the academic learning center will awaken the community to the richness and diversity of the human experience and invite curiosity and collaborative learning through active engagement with ideas, incubating new curricular, fostering community discourse, as well as artwork and exhibitions. Programming tailored to foster formative connections between the art of Samuel Bak and students of all ages will be central.

Samuel Bak's personal and professional story provides important context for understanding the mission and potential of the Samuel Bak Academic Learning Center. Bak was born in 1933 in Vilna, Poland, at a crucial moment in modern history. From 1940 to 1944, Vilna was under Soviet and then German occupation. Bak's artistic talent was first recognized during an exhibition of his work in the Ghetto of Vilna when he was nine years old. While he and his

mother survived, his father and four grandparents all perished at the hands of the Nazis. At the end of World War II, Bak fled with his mother and ended up at the Landsberg Displaced Persons Camp, where he enrolled in painting lessons at the Blocherer School in Munich. In 1948, they immigrated to the newly-established state of Israel where he studied at the Bezalel Art School in Jerusalem and completed his mandatory service in the Israeli army. In 1956, Bak went to Paris to continue his education at the École des Beaux Arts. While in Paris, he received a grant from the America-Israel Cultural Foundation to pursue his artistic studies. In 1959, he moved to Rome where his first exhibition of abstract paintings was met with considerable success.

Since 1959, Bak has had numerous exhibitions in major museums, galleries, and universities throughout Europe, Israel, and the United States including retrospectives at Yad Vashem Museum in Jerusalem, and the South African Jewish Museum in Cape Town, Africa and Canada. Bak has lived and worked in Tel Aviv, Paris, Rome, New York, and Lausanne. In 1993, he settled in Massachusetts and became an American citizen. Bak has been the subject of numerous articles, scholarly works, and books; most notably, a 400-page monograph entitled *Between Worlds*. In 2001, he published his touching memoir, *Painted in Words*, which has been translated into several languages. He has been the subject of two documentary films and was the recipient of the 2002 German Herkomer Cultural Prize. He has received honorary doctorates from the University of New Hampshire, Seton Hill University and the Massachusetts College of Art and Design.

The art of Samuel Bak explores profound questions about human nature. It calls our attention to the injustices and inequalities in our society. And while his work alerts us to the darkness of human nature, Bak also encourages us to work for a better world. Through his canvas he weaves together personal and cultural history, the past and present, to form a narrative of shattered, fragmented worlds. And while these worlds can never be made whole again, his work creates some semblance of what has been lost. Lastly, while Bak's art traverses dark and difficult subject matter, it is also very much about beauty, joy, and hope. The hauntingly beautiful, profoundly moving art of Samuel Bak inspires us all to be hopeful that we can make sense of the complex world we share.

At UNO, the Samuel Bak Academic Learning Center will be a unique collaborative organization facilitating synergies across colleges, academic programs, K-12 schools, community partners, and other higher education institutions. For example, the Bak Academic Learning Center will further partnerships among the UNO Colleges of Arts and Sciences, Education, Health and Human Sciences, and Communication, Fine Arts and Media, as well as between the campuses of UNO, UNL and UNMC. It will create lasting partnerships between the Nebraska Arts Council, Joslyn Art Museum, Houston Holocaust Museum, and the Samuel Bak Museum in Vilna, among others. The Samuel Bak Museum, housed within the Bak Academic Learning Center, will host exhibits by Bak as well as other artists and create traveling exhibits from its own collection.

The Samuel Bak Academic Learning Center builds on and expands existing scholarship and teaching at UNO focused on the holocaust, genocide, and human rights. UNO's Sam and

Frances Fried Holocaust and Genocide Academy along with the Leonard and Shirley Goldstein Center for Human Rights, the Natan and Hannah Schwalb Center for Israel and Jewish Studies and the future Ted Kooser Center for Health Humanities have all worked together on programs relating to the work of Samuel Bak and will continue to collaborate on future programming. For example, in September 2019, an exhibition held at the University of Nebraska at Omaha, “WITNESS: The Art of Samuel Bak,” initiated and sponsored by the Sam and Frances Fried Holocaust and Genocide Academy and co-sponsored with the Natan and Hannah Schwalb Center for Israel and Jewish Studies, featured a fruitful partnership between the College of Arts and Sciences; College of Education, Health, and Human Sciences; and College of Communication, Fine Arts, and Media. These three colleges collaborated on pedagogical resource materials, including lesson plans, and instructional strategies for thousands of middle and high school student visitors. In total, the exhibition welcomed 4,500 visitors, including more than 2,000 middle and high school students. In addition, the Fried Academy and the Leonard and Shirley Goldstein Center for Human Rights sponsored an “Arts and Human Rights” symposium in honor of the work of Samuel Bak, featuring scholars and speakers from around the world. The extensive collaboration of faculty from three colleges, two existing centers, the UNO Service Learning Academy, and the Weitz Community Engagement Center in creating this enormously successful exhibit, community events, service learning courses, and public lectures illustrates the potential of the Samuel Bak Academic Learning Center to bring together diverse disciplines, scholars from across the world, students of all ages, and the public to address profound questions about human nature.

In December 2019, UNO hosted the second biannual meeting of the National Higher Education Consortium of Directors of Centers in Holocaust, Genocide, and Human Rights Studies. UNO’s role as host of the conference is a key indicator of UNO’s role, through the Fried Academy and the Goldstein Center for Human Rights, as a national and international leader in Holocaust, Genocide, and Human Rights studies. With the creation of the Samuel Bak Academic Learning Center, we expect to continue the momentum at UNO to host and spearhead scholarship in these important areas.

A permanent Bak Museum, housed within the Academic Learning Center, would allow for expanded programming and collaboration with UNO-related programs including Holocaust and Genocide Studies, Human Rights Studies, and Medical Humanities as well as multiple academic departments and their professional colleagues throughout the world.

The Bak Academic Learning Center will also support new partnerships. For example, UNL’s Sommerhauser Symposium on Holocaust Education, under the auspices of the Harris Center for Judaic Studies, is a natural partner to further discussions on the Holocaust and human rights. Likewise, UNL’s Forsythe Family Program on Human Rights and Humanitarian Affairs includes both faculty and students who can engage with subjects such as social justice found in the work of Samuel Bak. Furthermore, the University of Nebraska Press publishes a “Contemporary Holocaust Studies” series that focuses on current issues connected to the historical study of the Holocaust, such as antisemitism, racism, political extremism, and ethno-nationalism. The

Samuel Bak Academic Learning Center will offer resources to enhance such conversations.

2. Need and Demand for the Organizational Unit

The Samuel Bak Academic Learning Center will be a multidisciplinary, one-of-a-kind entity that fosters academic scholarship, community engagement, and curricular opportunities in human rights. In order to facilitate the campus-wide academic collaborations as well as community partnerships, the Academic Learning Center needs its own organizational structure and identity. While the existing Centers and their Directors, as well as faculty in the academic departments and schools will retain their current affiliations, the Bak Academic Learning Center will function as an umbrella structure that coordinates, aligns, and supports the collective efforts. The Bak Academic Learning Center, with its corresponding museum, provides the conceptual and physical space for synergistic programming, scholarship, and community engagement that would be difficult, if not impossible, without the Center. Additionally, the Samuel Bak Academic Learning Center will allow for the physical co-location of the primary center partners and, likely innovative in-residence opportunities not only for UNO faculty but scholars throughout the state, region, nation, and world.

The Samuel Bak Academic Learning Center will help teachers and students make important connections between history and the moral choices they confront in their own lives. Its innovative programs will offer a framework and a vocabulary for analyzing the meaning and responsibility of citizenship and the tools to recognize bigotry and indifference in their own worlds. This organizational unit shall help spearhead considerations of human rights in diverse curricula as art, curatorial studies, performing arts, and teacher education programs.

The Samuel Bak Museum, housed within the Academic Learning Center, will provide a central and collaborative venue to explore Bak's work on the Holocaust along with other examples of hate, collective violence, and genocide to help educators teach history and ethics. Through the museum, programs across UNO, the University of Nebraska, and the community will help students learn to combat prejudice with compassion, indifference with participation, myth, and misinformation with knowledge.

As a collaboration hub housing a museum, the organization and operations necessitate a structure that is fundamentally different than a traditional department, school, or college. This Academic Learning Center will support multiple colleges, established centers at UNO as well as other units beyond UNO. This project is multidisciplinary, engaging professionals with practical, pragmatic experience and expertise, such as museum personnel, as well as academics with content expertise in areas such as Holocaust and Genocide Studies, Human Rights, Art History, etc.

The official establishment of the Samuel Bak Academic Learning Center, and its accompanying Museum, are critical in accepting the initial gift of artwork as well as to provide an appropriate organizational entity for fundraising from local, national, and international philanthropic individuals and organizations as well as potential governmental agencies.

3. Adequacy of Resources

Initial funding, through an internal UNO prioritization process, has been approved to recruit an executive director for the center. The executive director is the only new position necessary at the founding of the center. The executive director position is funded by UNO Academic Affairs as a university priority. The position has been approved and a search is in progress. The executive director will work closely with the existing center directors, deans, and their faculty to establish the center as well as seek additional financial resources for its on-going development. The director will eventually be supported by appropriate staff to facilitate curation, exhibitions, educational, and community engagement activities. The director will also work closely with the directors and faculty of affiliated existing faculty research centers on our campus, such as the Fried Academy, Schwalb Center, Goldstein Center, College of Arts & Sciences, College of Communication, Fine Arts, and Media, and College of Education, Health, and Human Sciences. Existing resources are sufficient to establish the Center and begin its work.

The museum, to be housed within the Center, will be established with an initial gift of 512 paintings donated by Samuel Bak to the University of Nebraska at Omaha. The current value of the donating paintings is over \$18 million. UNO is exploring multiple options both on and off-campus for the permanent physical location of the Academic Learning Center. The university has engaged a leading architectural firm to develop initial plans that include gallery space, academic offices and teaching space, and curation spaces, consistent with best standards and practices of the American Alliance of Museums.

Below are the staff that will be hired as the Samuel Bak Academic Learning Center are fully implemented and as funding is secured.

- Executive Director - Oversees community engagement, academic program development and coordination, fundraising, and other related duties (up to \$150,000)
 - Funding is allocated, the position has been approved, and a national search is in progress.
- Curator of Collections - Organizes collection-based and non-collection-based exhibitions (\$100,000)
- Public Historian - Develop and implements education and public programs (\$70,000)
- Communications Specialist - Create and edit content about exhibitions and programs (\$60,000)
- Administrative Assistant (\$50,000)

In addition, the Academic Learning Center will have an operating expense of up to \$200,000 when fully developed. With existing resources and the executive director, sufficient resources exist to establish the Academic Learning Center.

4. Organizational Structure and Administration

As indicated earlier, the Bak Academic Learning Center will be a unique, collaborative unit with a corresponding distinct organizational structure and administration. The center will report to the

Senior Vice Chancellor for Academic Affairs. The Executive Director will be a direct report to the Senior Vice Chancellor. As they are hired when needed, the center's museum managerial/professional staff will report to the Executive Director. Existing UNO centers, academic departments and schools will maintain their current organizational, administrative, and reporting structures. The Senior Vice Chancellor for Academic Affairs, Executive Director, Center Directors, and lead Deans will be the UNO leadership team for the Bak Academic Learning Center. A national advisory board will provide input for the direction of the museum.

The Bak Academic Learning Center will be under the direction of the Executive Director. Museum and facilities support will be provided by dedicated professional staff, hired incrementally as needed, including the Curator of Collections, Public Historian, and Communications Specialist. Academic programming will be led by the directors of existing UNO Centers including the Sam and Frances Fried Holocaust and Genocide Academy (Dr. Mark Celinscak), Leonard and Shirley Goldstein for Human Rights (Dr. Curtis Hutt), and the Natan and Hannah Schwalb Center for Israel and Jewish Studies (Dr. Jeanette Gabriel) and faculty from Teacher Education (Dr. Connie Schaffer) and Art History (Dr. Amy Morris). Additional faculty from the three colleges and the Criss Library will also provide programming.

The following UNO departments and units are part of the collaborative that will constitute the Academic Learning Center:

- Departments of History, Religious Studies, Teacher Education, Political Science, Music, Philosophy, English, and the School of the Arts.
- Other key units include: Sam and Frances Fried Holocaust and Genocide Academy, Leonard and Shirley Goldstein for Human Rights, Natan and Hannah Schwalb Center for Israel and Jewish Studies, Criss Library, proposed Ted Kooser Center for Health Humanities
- Faculty from throughout UNO and the University of Nebraska may affiliate with the Academic Learning Center. Additional academic departments, schools, and centers are also likely to participate in the collaborative programming and initiatives generated through the Bak Academic Learning Center.

5. Partnerships

The primary partnership will be between the University of Nebraska at Omaha and Pucker Gallery in collaboration with artist Samuel Bak. Additionally, partnerships in Omaha, Nebraska and around the world will also be explored. Moving forward, representatives of the Samuel Bak Academic Learning Center will engage in collaborative partnerships with both business and community organizations. Discussions and some programmatic work related to the art of Samuel Bak will be explored between representatives of UNO and the following organizations:

- Nebraska State Council for the Social Studies
- Nebraska Art Teachers Association
- Nebraska Arts Council
- Jewish Federation of Omaha
- Joslyn Art Museum
- Bemis Center for Contemporary Arts

- The KANEKO
- The Union For Contemporary Art
- Humanities Nebraska
- Omaha Public Library
- The Omaha Conservatory of Music
- Omaha Performing Arts
- Institute for Holocaust Education
- American Alliance of Museums
- Ford Conservation Center
- Sheldon Museum of Art
- Samuel Bak Museum, Vilna
- Samuel Bak Gallery, Houston Holocaust Museum

6. Constituencies to be Served

The Samuel Bak Academic Learning Center at the University of Nebraska at Omaha (UNO) will be the only major collection of work by renowned artist and Holocaust survivor Samuel Bak housed on a university campus in the world. It will strive to become a destination spot for the exchange of ideas between students, faculty, alumni, and administrators, as well as guests from the Midwest and around the country. With the gift of over 500 original Bak works, this generous donation by the artist will alter the landscape of the university. The museum will build on the success of the university's 2019 exhibition titled, WITNESS: The Art of Samuel Bak, which welcomed 4,500 visitors, including more than 2,000 middle and high school students over its three-month run.

7. Anticipated Outcomes, Significance, and Specific Measures of Success

There are many metrics that will be developed to measure the success of the Samuel Bak Academic Learning Center, including the following:

- Impact of research/creativity: measured by numbers of publications, performances, conference presentations, citations; and
- Impact of outreach: measured by numbers of community outreach events and activities, audience tracking, collaborative organizations; and
- Assessing financial stability: number and amount of grants, gifts, endowments, revenue from programming; and
- Impact of education: measured by the success of majors/minors in affiliated programs (such as majors in history, philosophy, religious studies, and minors in holocaust and genocide studies, human rights, and ethics) including completion, long-term tracking of employment post-graduate, student-led research/creative activity, student-led community outreach and service learning, alumni success stories, and learning-outcomes assessments.

As a Board of Regents approved center, the Bak Academic Learning Center will undergo the standard Board of Regents review process for Centers and Institutes.

8. Centrality to Role and Mission of the Institution

The Bak Academic Learning Center reflects the Mission, Vision and Values of the University of Nebraska at Omaha.

As a Metropolitan University of distinction and both a Carnegie Doctoral Research institution and a Carnegie Engaged University, the University of Nebraska at Omaha (UNO) transforms and improves the quality of life locally, nationally, and globally.

All of UNO's Values are relevant to this Center: Excellence, Engagement, Inclusion, Discovery, Integrity, and Maverick Spirit but the key values are Discovery, Engagement, and Integrity.

Discovery

"Education is an important element in the struggle for human rights," Omaha-born Malcolm X once argued, "It is the means to help our children and our people rediscover their identity and thereby increase their self-respect. Education is our passport to the future, for tomorrow belongs only to the people who prepare for it today." Recent studies demonstrate the positive outcomes of Holocaust education. Students who study the Holocaust are more empathetic, tolerant, and engaged. Those who learn about the Holocaust and its impact better recognize the dangers of discrimination and the importance of being an upstander, as well as the need to work against intolerant behavior in others.

Integrity

Today we live in a world seized by global upheaval...packed with apprehensions, worries, and most dire hardships," Bak observed in May 2020 upon receiving his honorary Doctorate in Humane Letters at the University of Nebraska at Omaha. He added that what is needed today is "more justice, more democracy, more equality, and more humanism." Indeed, his art explores profound questions about human nature. It calls our attention to the injustices and inequalities in our society.

Engagement

The art of Samuel Bak engenders necessary questions. How do we remember that which has been destroyed? How do we affirm life while at the same time remembering those who have passed? What might justice look like after genocide? And how do we bear witness to the painful reality of suffering and survival? Indeed, Bak's paintings bear testimony to the trauma of surviving. While his work is informed by his personal experiences, it also speaks to universal issues of life, loss, and responsibility. It is these and other themes that students and community members connect and engage.

9. Consistency with the University of Nebraska Five-Year Strategy

The Bak Academic Learning Center embodies the University of Nebraska's mission to transform lives and communities in Nebraska and around the world. The Center will advance the university's commitment to culture, diversity, and inclusion. Its mission is to be "a place where diverse backgrounds and ideas are welcomed and celebrated, where robust dialogue is encouraged." Partnerships, across the UNO campus, across the University of Nebraska, and with

local, regional, national, and international organizations will be a defining feature of the Center. The Center will advance the University's vision to be a destination of choice for students, to be a world leader in addressing 21st century challenges, and a premier partner.

10. Potential for the Center or Institute to Contribute to Society and Economic Development

As a vibrant hub for inquiry, guests of the Samuel Bak Academic Learning Center will engage in meaningful discussions about the Holocaust, visual testimony and memory, human rights, art, and social justice, as well as the upstander and bystander paradigm, among other topics. The museum will explore the richness and complexity of the human experience and invite curiosity and collaborative learning through active engagement with ideas, artworks, and exhibitions. Academic programming will be tailored to foster formative connections between the art of Samuel Bak and students of all ages. In addition, direct experiential opportunities will be offered to UNO students and faculty to participate in integral aspects of museum and archiving practices.

The Academic Learning Center will be a destination for scholars and the public from across Nebraska, the nation and world as well as students of all ages.

11. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

The proposed center is responsive to the Comprehensive Statewide Plan for Postsecondary Education. In particular:

- The state benefits when Nebraska institutions focus resources on unique areas of excellence in which they can bring major benefits to the state and to students.
- Postsecondary education institutions will maintain their distinctive role as providers of cultural and artistic opportunities to students and their communities through study, research, and programming (Chapter 3).
- Teacher preparation: Develop more integrated approaches to the preparation of teachers in both the Colleges of Education and Arts and Sciences.

TABLE 1: PROJECTED EXPENSES
UNO Samuel Bak Academic Learning Center

	(FY2023) Year 1		(FY2024) Year 2		(FY2025) Year 3		(FY2026) Year 4		(FY2027) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Faculty											\$0
Non-teaching staff: Professional ¹	1.00	\$150,000	1.00	\$154,500	2.00	\$219,135	4.00	\$395,709	4.00	\$407,580	\$1,326,924
Graduate Assistants											\$0
Non-teaching support staff ²							1.00	\$50,000	1.00	\$51,500	\$101,500
Subtotal	1.00	\$150,000	1.00	\$154,500	2.00	\$219,135	5.00	\$445,709	5.00	\$459,080	\$1,428,424
Operating											
Operating Budget ³				\$50,000		\$100,000		\$150,000		\$200,000	\$500,000
Equipment											\$0
New or renovated space											\$0
Library/Information Resources											\$0
Other											\$0
Subtotal		\$0		\$50,000		\$100,000		\$150,000		\$200,000	\$500,000
Total Expenses		\$150,000		\$204,500		\$319,135		\$595,709		\$659,080	\$1,928,424

¹ Expense includes the salary of the executive director (1 FTE at 150,000 USD) starting in year 1. The source of funding is the Office of Academic Affairs. This also includes the salaries for the Communications Specialist (1 FTE at 60,000 USD) in Year 3 and Public Historian (1 FTE at 70,000 USD) starting in year 4. In addition, this includes an annual \$100,000 for the curator of the collections (1 FTE) starting in year 4. Funding is contingent on need, fundraising, and grant support.

² Expense includes the salary of an administrative assistant (1 FTE at 50,000 USD) starting in year 4. Funding is contingent on need, fundraising, and grant support.

³ Expense includes an operating budget. Funding is contingent on need, fundraising, and grant support.

TABLE 2: PROJECTED REVENUES
UNO Samuel Bak Academic Learning Center

	(FY2020-21) Year 1	(FY2021-22) Year 2	(FY2022-23) Year 3	(FY2023-24) Year 4	(FY2024-25) Year 5	Total
	Existing Funds ¹	\$150,000				
Required New Public Funds						\$0
Tuition and Fees						\$0
Other Funding ²		\$204,500	\$319,135	\$595,709	\$659,080	\$1,778,424
Total Revenue	\$150,000	\$204,500	\$319,135	\$595,709	\$659,080	\$1,928,424

¹ First year funding will be allocated from the Office of Academic Affairs as part of the strategic planning process, recognizing the Bak Academic Learning Center as a strategic priority for UNO.

² Revenue depends on fundraising, grants, and new tuition revenue.

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

MEETING DATE: April 9, 2021

SUBJECT: Creation of the Bachelor of Science in Pharmaceutical Sciences in the Department of Chemistry in the College of Arts and Sciences at the University of Nebraska at Omaha

RECOMMENDED ACTION: Approval to create the Bachelor of Science (BS) in Pharmaceutical Sciences in the Department of Chemistry in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)

PREVIOUS ACTIONS: The UNO Bachelor of Arts and Bachelor of Science degrees in Chemistry were established prior to modern records of Board approvals.

EXPLANATION: The proposed 120-credit hour BS in Pharmaceutical Sciences is designed for students interested in Doctor of Pharmacy and Pharmaceutical Sciences graduate programs, or for entry-level careers such as sales representatives and pharmaceutical research technicians. The program was created to provide a pipeline of well-qualified candidates for admission to the University of Nebraska Medical Center's (UNMC's) College of Pharmacy (and other pharmacy schools) and to contribute towards building the healthcare provider/biomedical scientists' workforce, a growing employment segment given the increased demand to develop new treatments and medicines. Instructional responsibilities will be shared between UNO and UNMC. UNMC will be reimbursed for coursework taught by their faculty, and College of Pharmacy faculty teaching in this program will have formal courtesy (adjunct) appointments and provide instruction under the auspices of UNO.

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

PROGRAM COST: \$100,000 for Year 1; \$530,914 over five years

SOURCE OF FUNDS: UNO Office of Academic Affairs funds; tuition and fees

SPONSORS: Sacha E. Kopp
Senior Vice Chancellor for Academic Affairs

Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

RECOMMENDED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021



February 22, 2021

Ted Carter, President
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583
president@nebraska.edu

Dear President Carter:

The University of Nebraska at Omaha requests the creation of a BS in Pharmaceutical Sciences and the Samuel Bak Academic Learning Center.

The proposed BS in Pharmaceutical Sciences will be offered by the UNO College of Arts and Sciences, with some coursework delivered in collaboration with the UNMC College of Pharmacy. The BS in Pharmaceutical Sciences is responsive to efforts to increase graduates in high-skilled and high-paying jobs. There are two major pathways for graduates of the proposed BS in Pharmaceutical Sciences. One career pathway includes the pipeline for postgraduate education and prepares students for patient care. The other career pathway prepares graduates for entry-level H3 jobs in the pharmaceutical and medical industry.

The proposed Samuel Bak Academic Learning Center will serve as a campus collaboration hub for scholarship, academic curricula, community engagement, and educational activities dedicated to human rights, genocide studies, the Holocaust, and artistic work. The Samuel Bak Museum, housed within the Academic Learning Center, will be home to over 500 of Samuel Bak's works of art.

I fully support these proposals and request your support as well.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey P. Gold'.

Jeffrey P. Gold, M.D.
Chancellor

JPG/kd

cc: Susan Fritz, Ph.D., Executive Vice President and Provost
Sacha Kopp, Ph.D., Senior Vice Chancellor, Academic Affairs
Deborah Smith-Howell, Ph.D., Associate Vice Chancellor of Academic Affairs and Dean of Graduate Studies

Bachelor of Science in Pharmaceutical Sciences Proposal

Descriptive Information

- Name of institution proposing the program: The University of Nebraska at Omaha
- Name of the program proposed: Pharmaceutical Sciences
- Degrees/credentials to be awarded graduates of the program: Bachelor of Science.
- Other programs offered in this field by this institution: BA/BS in Chemistry with concentrations in Chemistry Education and Medicinal Chemistry
- CIP code: 51.2010
- List the administrative units for the program: Chemistry, College of Arts and Sciences
- Proposed delivery site(s), and type(s) of delivery, if applicable: In person, University of Nebraska at Omaha and University of Nebraska Medical Center, College of Pharmacy
- Proposed date (term/year) the program will be initiated: Upon approval

1) Description and Purpose of the Proposed Program

As the population of the United States (US) ages, the demand for pharmacists and pharmaceutical scientists is expected to increase for two main reasons: life expectancy is increasing and the incidence of chronic disease is rising (“living longer, but sicker”). The demand for the development and approval of prescription drugs increases and generates a national need for a workforce for the pharmaceutical industry. Future entry-level scientists and PhD-level researchers in drug development and related careers, as well as future pharmacists will benefit from a major with specialization in pharmaceutical sciences that begins at the undergraduate level. The Bachelor of Science in Pharmaceutical Sciences is intended to provide a comprehensive undergraduate education for students interested in Doctor of Pharmacy and Pharmaceutical Sciences graduate programs or for entry-level careers with a Bachelor of Science degree as sales representatives or pharmaceutical research technicians. A purpose of the program is to provide a pipeline of well-qualified candidates for admission to the College of Pharmacy at UNMC to build a workforce for biomedical and biochemical scientists for the development, testing, and FDA-approval of new drugs. The program also will provide a foundational education in step with projections for how the work of pharmacists will change over the next ten years.

The UNO Bachelor of Science in Pharmaceutical Sciences will be comprised of coursework delivered by faculty in Chemistry (CHEM), College of Arts and Sciences at the University of Nebraska at Omaha (UNO) and at the College of Pharmacy (CoP), University of Nebraska Medical Center (UNMC). The program will engage students in introductory pharmacy-related coursework beginning in the first year so that students connect with the faculty in the CoP while pursuing the foundational science, College of Arts and Sciences and university-level degree requirements at UNO. The faculty in both Colleges will collaborate and deliver a faculty

research seminar course (PHSC 691) on the UNO campus to build connections and continuity of the program. The undergraduates in the program will engage with CHEM or CoP faculty for two semesters of required research experience. Graduates will have the prerequisites for entrance into CoP PharmD program.

The rationale for this specific degree program arose from observations and experiences that administrators at UNMC and faculty in College of Pharmacy had with comparable programs at University of Toledo and The Ohio State University. The degree program was shaped by collaboration between faculty in UNO Chemistry and Biology and faculty in the College of Pharmacy. We reviewed leading programs across the nation to inform the design of the proposed degree program and adapted these to the mission and strategic goals of UNO and UNMC. As this program develops, concentrations tailored towards the industry jobs may be created. This could include specific pathways for sales, entry level research, and postgraduate education.

2) Program of Study

The admission requirements to the program of study are the admission requirements to the University of Nebraska at Omaha.

Major topics in this program include chemistry, biology, physics, pharmaceuticals and development of drugs, medicinal chemistry. Unless indicated otherwise, all courses are existing courses.

Curriculum (120 SCH), including 73 STEM credit hours and 51 upper-division credits.

Chemistry Courses (28 SCH) – all required.

- CHEM 1180/1184 Gen. Chem I and Lab (4 SCH) (Pharm D Admission Requirement)
- CHEM 1190/1194 Gen Chem II and Lab (4 SCH) (Pharm D Admission Requirement)
- CHEM 2250 Org Chem I (3 SCH) (Pharm D Admission Requirement)
- CHEM 2260/2274 Org Chem II and Lab (5 SCH) (Pharm D Admission Requirement)
- CHEM 2400/2404 Quant. Analysis and Lab (4 SCH) (Pharm D Admission Requirement)
- CHEM 4650/4654 Biochemistry I and Lab (4 SCH) (Pharm D Admission Requirement)
- CHEM 4660/4664 Biochemistry II and Lab (4 SCH)

Pharmacy Courses (21 SCH) – all required

- Intro Pharm Sci Survey (1 SCH) (new course)
- Major Electives (Possible options: PHPR 560 Pharmacy and Health Care; PHPR; PHSC 520 Pharmaceutical Biochemistry; PHSC 570 Pharmaceutical Sci I; PHPR 552 Pharmaceutical Care I; PHSC 626 Medicinal Chemistry I) (6 SCH)
- Foundations Molecules to Medicine 1 (3 SCH) (new course)
- Applied Molecules to Medicine 2 (3 SCH) (new course)
- PHSC 550 Intro to Pharm Sci UNMC (3 SCH)
- Contemp Med Use (2 SCH) (not a science course) (new course)

- PHSC 691 – FacRes (1 SCH)
- Pharm Sci Research (1 SCH) (new course)
- Pharm Sci Research (1 SCH) (new course)

STEM Cognates (23 SCH) – all required.

- Biology 1450 (5 SCH) (Pharm D Admission Requirement)
- Physics I PHYS 1110/1154 (5 SCH) (Pharm D Admission Requirement)
- Biol 2740, 2840 Physiology and Anatomy I,II (with lab) (8 SCH) (Pharm D Admission Requirement)
- MATH 1940 Calculus for Biomed or MATH 1950 (5 SCH) (Pharm D Admission Requirement). This class will also fulfill the quantitative literacy fundamental skill requirement.

Additional University Fundamental skills and General Education¹

- Statistics (3 SCH) (Pharm D Admission Requirement). This class will be required.
- ENGL I and II (6 SCH) (Pharm D Admission Requirement). This will also fulfill the fundamental skill requirement.
- NSCI 3940 (2 SCH). This class will also fulfil the writing in the discipline requirement.
- Public Speaking (3 SCH). (Pharm D Admission Requirement). This class will also fulfill the fundamental skill requirement.
- Humanities (include Ethics) (9 SCH) (University Gen Ed)
- Social Sciences (9 SCH) (University Gen Ed)
- Diversity (may select Humanities or Social Sciences Gen Eds that also satisfy Diversity GenEd) (9 SCH)
- College of Arts and Sciences Breath Requirements (10 SCH)²

3) Faculty, Staff, and other Resources

The Department of Chemistry will need to hire one additional faculty member to support the courses. The position will be fully funded by the Office of Academic Affairs. With the hiring of this faculty member, all UNO classes will have capacity for additional enrollments. There are six new courses that will be developed at UNMC (11 credits total).

Furthermore, the Durham Science Building will be undergoing renovations which are planned to conclude in spring 2022. No additional physical, informational, or instructional resources are needed to support the proposed BS in Pharmaceutical Sciences.

4) Evidence of Need and Demand

The proposed program is responsive to efforts to increase graduates in high-skilled and high-paying jobs. There are two major pathways for graduates of the proposed BS in Pharmaceutical

¹ Minimum of 9 credit hours in humanities (ethics preferred), social sciences.

² Use toward College breadth: minor (option 1) or additional GenEd (option 2); one course will need to fulfill Hum/Soc Sci + Diversity

Sciences. One career pathway includes the pipeline for postgraduate education and prepares students for patient care. The other career pathway prepares graduates for entry-level H3 jobs in the pharmaceutical and medical industry.

The first pathway would provide a pipeline to graduates interested in pursuing further professional education with the goal of providing patient care (PharmD) and to graduates interested in pursuing advanced training to become a medical research scientist. The proposed BS in Pharmaceutical Sciences will contribute to ensuring well-qualified applicants to programs offered by the UNMC College of Pharmacy, including the PharmD program and PhD and MS programs in Pharmaceutical Sciences. Also, the proposed program will provide students who plan to enter health professional schools a major option in addition to the commonly selected majors, such as Biology, Chemistry, Molecular and Biomedical Biology, and Neuroscience.

Workforce demand for PharmD graduates.

The proposed degree program will provide a pipeline of well-trained applicants for College of Pharmacy's PharmD. Program. Over the next ten year, more pharmacists will work in hospital, outpatient clinics, and other non-retail positions. These positions will have more patient interaction and more interaction with healthcare professionals. A bachelor of science from the College of Arts and Sciences will emphasize soft skills as well as the foundational sciences courses needed to enter a PharmD. Program at UNMC.

In contrast to the national projections which estimate a 3% decline from 2019-2029 in the demand for pharmacists (due to mail order and online prescription services), the regional growth is projected at +1.9% (<https://www.projectionscentral.com/Projections/LongTerm>) and increases are predicted for the region except for Kansas (CO 14.9%, IA 2.5%, KS, -2.7%, MN 2.7%, MO 2.7%, ND 2.8%, SD 2.6%).

Workforce demand for medical scientists.

Prior to the COVID-19 pandemic, the long-term job outlook for medical scientists who contribute to the development of drugs (includes pharmaceutical scientists) is projected to grow at 6% from 2019-2029 compared to 4% for all occupations (<https://www.bls.gov/ooh/life-physical-and-social-science/medical-scientists.htm>). An increase of 8.8 % is predicted for Nebraska over 2018-2028 (<https://www.projectionscentral.com/Projections/LongTerm>). A range of 6.5% to 22.8 percent increases are predicted for surrounding states (CO 22.8%, IA 11.4%, KS 6.5%, MN 7.1%, MO 8.7%, ND 20.0%, SD 12.5%). Graduates of the proposed program would also be competitive applicants for graduate programs in biochemistry. Employment growth in the category of Biochemists and Biophysicists is projected at 4%.

The proposed BS in Pharmaceutical Sciences also prepares graduates for a variety of entry-level positions in the pharmaceutical and medical industry. These are often high wage, high demand, and high skill jobs (H3). As the industry is innovating in the areas of drug therapy, medicine production, and drug delivery, pharmaceutical sciences graduates will be in demand. This includes career opportunities in sales and marketing, drug research and development, clinical research, quality assurance, professional services, pharmaceutical manufacturing, chemical manufacturing, food and beverage manufacturing biomedical and bioscience, testing laboratories, and technical consulting services. A search on the Indeed job website for

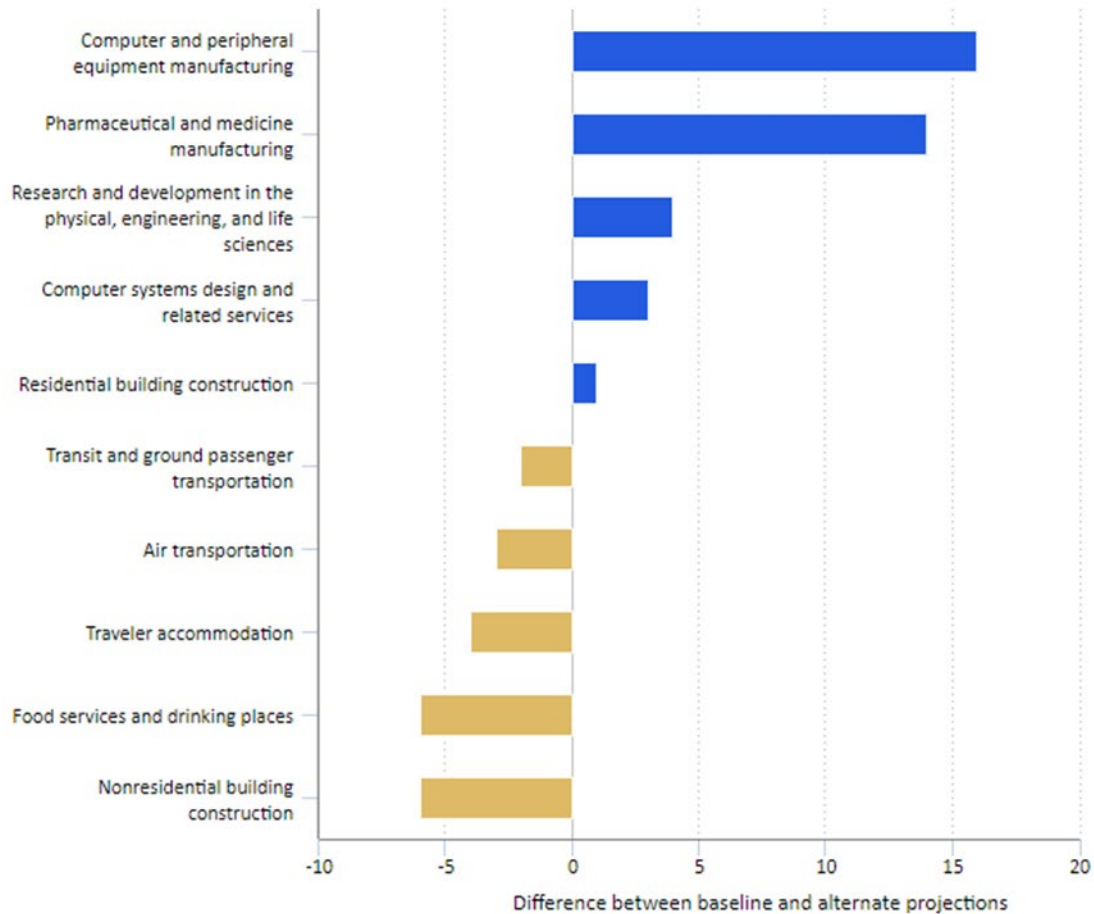
'pharmaceutical and medical sales' shows 46 job openings in Nebraska in the field of pharmaceutical sales with salaries listed up to \$150,000.

In addition, it is important to note that BS degree programs in Pharmaceutical Sciences are not widespread. Nationwide, there are only 20-25 institutions offering such a program. The program offered by UNO would allow us to serve the Nebraska and Midwest region, and is furthermore aligned with the University of Nebraska's strategic efforts of creation a Nebraska Drug Discovery and Development Pipeline (ND3P). The success of the ND3P will depend on a well-trained workforce, like individuals with the proposed BSPS, to discover therapeutic molecules and advance these to FDA approval.

According to the U.S. Bureau of Labor Statistics, the pharmaceutical industry will experience significant growth in the coming years due to the pandemic. Pharmaceutical and medicine manufacturing is projected to experience the second largest increase in any field compared to earlier projections. The chart below shows the potential effects of the pandemic on employment through 2029. The bars representing the difference between the pre-pandemic industry's baseline (avg. of 5% increase) and the post-pandemic projections (<https://www.bls.gov/careeroutlook/2021/data-on-display/alternate-projections.htm>). Based on these more realistic projections by the Bureau of Labor Statistics, the pharmaceutical industry will experience a 19% growth in employment by the year 2029.

Chart. Selected industries affected by the pandemic

Difference between baseline and alternate percent changes in employment, projected 2019–29 [1]



Furthermore, according to the 2020 Nebraska Manufacturing Facts published by the National Association of Manufacturers (<https://www.nam.org/state-manufacturing-data/2020-nebraska-manufacturing-facts/>), pharmaceutical and medicine manufacturing will be the manufacturing sector with most growth in the state (13.4%).

Enrollment projections are:

- Year 1: 10 new students
- Year 2: 15 new students
- Year 3: 20 new students
- Year 4: 30 new students
- Year 5: 45 new students

These projections are based on observations of the growth of other new programs, the first three years are predicted to have relatively low enrollments. Growth is expected to increase once Year 1 and Year 2 students are visibly advancing in the program and share their experiences with

other students. Because most coursework is existing with capacity for enrollment, the minimum number of students required to make this program viable is 10 graduates per year.

5) Partnerships with Business

Members of the CoP Dean's Advisory Council who are business leaders in the pharmaceutical industry will provide input and oversight to keep curriculum current and to identify connections for internships, guest lectures, and other opportunities for students to build relationships with future employers.

6) Collaborations within the University of Nebraska

UNMC CoP and UNO CAS Chemistry will deliver the curriculum of the BSPS. The BSPS Oversight Committee will coordinate the program and will have representation from Chemistry, from the College of Arts and Sciences and the College of Pharmacy. The faculty in Chemistry and the College of Pharmacy will collaborate on the delivery of at least one course, PHSC 691.

7) Centrality to Role and Mission of the Institution

The BSPS supports UNO's Mission Statement and Strategic Plan in the following ways:

- Goal 1. Student-centered
 - 1.2. Prepare students for academic success, careers, and professional responsibilities in an increasingly complex world.
 - 1.5 Create a supportive, inclusive culture that enhances students' experiences and success.

The proposed program supports UNO's goal of being student-centered by designing a curriculum that will serve as a pipeline to existing UNMC programs in the College of Pharmacy. The students will receive an education that propels them into programs and entry-level positions ready to engage in the complexities of delivering healthcare or of engaging as a medical scientist in a team-oriented work environment. The partnership between UNO and UNMC will provide students with opportunities to interact with a broader base of academic and clinical faculty and staff than is typical for undergraduate students. The program will also build a cohort of students by delivering the College of Pharmacy course, Introductory Pharmaceutical Sciences Survey, in the second semester who will be encouraged to take coursework together as schedules allow.

- Goal 2. Academic Excellence
 - 2.1 Provide a strong core curriculum ensuring every UNO graduate possesses foundational academic skills, experiences the breadth of a liberal education, and develops an appreciation for the diversity that exists in the nation and the world.
 - 2.2 Provide high quality academic programs that are responsive to student and societal needs,
 - recognized nationally and internationally for excellence, and which effectively utilize traditional and distance-education delivery modalities.

- 2.3 Support and enhance faculty, staff, and student research and creative activity.
- 2.4 Identify, develop, and support interdisciplinary/transdisciplinary academic priorities.
- 2.5 Develop and enhance applied and experiential student learning opportunities.

The proposed program at UNO supports UNO's goal of academic excellence by combining the foundational academic skills in public speaking, quantitative literacy and writing composition; general education the across humanities, social sciences, and natural sciences; and a collaborative major with courses and experiential learning in the physical and life sciences. The science courses provide the conceptual basis for upper-level coursework in pharmaceutical sciences that will apply the coursework to clinically-related topics. The degree program fosters collaborations among its students, UNO faculty and UNMC faculty in seminar and research themed courses and experiences.

- Goal 3. Community Engagement
 - 3.1 Build new and strengthen existing connections with a broad range of community partners.

The BSPS will enhance the existing partnership between UNO's College of Arts and Science and UNMC's College of Pharmacy as well as relationships between pharmaceutical-related businesses and the two institutions.

8) Consistency with the University of Nebraska Five-Year Strategic Plan

The BSPS program supports the University of Nebraska Five-Year Strategic Plan in the following ways:

- Nebraska's success is tied to that of its University. The BSPS contributes to a highly trained workforce for healthcare and develops pipeline programs to UNMC Pharmacy and other health professional programs as well as medical scientists.
- Amplifying our impact through partnerships. The BSPS is a partnership between two NU campuses and will also involve industry partners who serve on the CoP Dean's Advisory Boards.

9) Avoidance of Unnecessary Duplication

We are not aware of another standalone four-year BSPS degree program in Nebraska, Colorado, Kansas, Missouri, Iowa, South Dakota, North Dakota, or Minnesota. or upper Midwest. There are three accelerated In the Midwest States of Kansas, Missouri, Iowa, South Dakota, North Dakota and Minnesota, there are three universities which grant BSPS degrees as part of an accelerated PharmD. program: Creighton University, South Dakota State University and North Dakota State University. These accelerated programs are embedded in each university's College of Pharmacy and offer students a shortened timeline from starting their bachelor's degree to completing a PharmD. At Creighton, undergraduates complete two years of college coursework and enter the PharmD. program in their third year. The BSPS is awarded after the second year of the PharmD. coursework and the PharmD. at the conclusion of six year of coursework. Unlike

an accelerated program, a bachelor's degree offers flexibility to refine and choose alternatives as students' progress through their academic program and learn about new career pathways.

10) Consistency with the Comprehensive Statewide Plan for Postsecondary Education

Program support for relevant statewide goals for education.

- Nebraska's postsecondary education institutions will be student-centered and will offer learning opportunities that are responsive to students' needs.

The program strongly supports learning opportunities that are student-centered. The program offers built-in opportunities for engagement between students and faculty in coursework and experiential learning opportunities.

- 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.

The Bachelor of Science in Pharmaceutical Sciences will support workforce development by contributing to the **preparedness of graduates** for entering PharmD professional schools and Pharmaceutical Sciences programs and industry as medical scientists and technicians. By being housed in the College of Arts and Sciences at UNO and with the partnerships of the College of Pharmacy at UNMC, graduates of the program will have **workforce readiness skills** including communication, computer competencies, teamwork skills and will receive **targeted skills** in a professional field that is changing as health care practices and drug delivery development evolves.

- Postsecondary education in Nebraska will be effective in meeting the needs of students and the state, will be efficient in its expenditure of the state's resources, and will be accountable for developing, sustaining, and demonstrating exemplary teaching, learning, research, and public service.
- Postsecondary education institutions will work as partners with one another and with other entities, including those in the private sector, whenever appropriate to share resources and deliver programs cooperatively to enhance learning opportunities for Nebraska residents.

The program supports the two goals above. It is a partnership between UNO and UNMC that leverages the expertise on each campus. It is new and distinct from other programs at UNO and UNMC but developed from existing resources at UNO. UNMC is developing new coursework to support the program but is maximizing existing coursework.

February 18, 2021

Deborah Smith-Howell, Ph.D.
Associate Vice Chancellor for Academic Affairs &
Dean of Graduate Studies
The University of Nebraska at Omaha

Dear Dr. Smith-Howell,

I am writing this letter to offer my strongest support for your proposal to develop a UNO undergraduate pharmaceutical science program. As one of the founding directors of the Nebraska Drug Discovery and Development Pipeline (ND³P), a University of Nebraska system-wide "Big Idea", I can unequivocally say that this undergraduate program would greatly accelerate the success of our efforts. As a collaborative platform focused on the advancement of molecules from a therapeutic concept to FDA approval, the ND³P is heavily reliant on well-trained students to help achieve our goals and objectives. As such, this undergraduate program would not only add value to the ND³P, it would provide valuable practical experiences for the pharmaceutical science students. Therefore, I strongly support your efforts to establish this exciting new undergraduate program.

Sincerely,



Kenneth W. Bayles, Ph.D.
Associate Vice Chancellor for Research

**TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM
UNO Bachelor of Science in Pharmaceutical Sciences**

	(FY2021) Year 1		(FY2022) Year 2		(FY2023) Year 3		(FY2024) Year 4		(FY2025) Year 5		Total
	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	Cost
Personnel											
Faculty ¹	1.0	\$100,000	1.0	\$103,000	1.0	\$106,090	1.0	\$109,273	1.0	\$112,551	\$530,914
Professional											
Graduate Assistants											
Support Staff											
Subtotal	1.0	\$100,000	1.0	\$103,000	1.0	\$106,090	1.0	\$109,273	1.0	\$112,551	\$530,914
Operating											
General Operating											
Equipment											
New or renovated space											
Library/Information Resources											
Subtotal		\$0		\$0		\$0		\$0		\$0	\$0
Total Expenses		\$100,000		\$103,000		\$106,090		\$109,273		\$112,551	\$530,914

¹ One faculty line will be required to create the BS in Pharmaceutical Sciences. Expenses account for an annual 3% increase. The funding has been approved by the Office of Academic Affairs.

**TABLE 2: PROJECTED REVENUES - NEW INSTRUCTIONAL PROGRAM
UNO Bachelor of Science in Pharmaceutical Sciences**

	(FY2021) Year 1	(FY2022) Year 2	(FY2023) Year 3	(FY2024) Year 4	(FY2025) Year 5	Total
	Existing Funds ¹	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551
Required New Public Funds						
1. State Funds						
2. Local Tax Funds (community colleges)						
Tuition and Fees ²	\$70,500	\$176,250	\$317,250	\$479,400	\$701,475	\$1,744,875
Other Funding						
Total Revenue	\$170,500	\$279,250	\$423,340	\$588,673	\$814,026	\$2,275,789

¹ The Office of Academic Affairs has committed to fund the faculty line needed to support the BS in Pharmaceutical Sciences.

² Tuition revenue based on resident tuition of \$235 per credit hour. The calculation below accounts for students taking 30 student credit hours per year. A total of 99 credits will be taken at UNO (with the remainder 21 credits taken at UNMC).

	Credit Hour Production				
	Year 1	Year 2	Year 3	Year 4	Year 5
Year 1: 10 new students	300	300	300	90	
Year 2: 15 new students		450	450	450	135
Year 3: 20 new students			600	600	600
Year 4: 30 new students				900	900
Year 5: 45 new students					1350
Total	300	750	1350	2040	2985

TO: The Board of Regents Addendum XI-B-1
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Amendments to *Board of Regents Policy* RP-6.6.4, Investment of Endowment and Similar Funds

RECOMMENDED ACTION: Approve the attached amendments to *Board of Regents Policy* RP-6.6.4, Investment of Endowment and Similar Funds

PREVIOUS ACTION: January 20, 2006 - The Board of Regents approved amendments to the *Board of Regents Policies* including a complete revision of RP-6.6.4.

EXPLANATION: University endowments are largely held in two funds: Fund A and Fund N. Fund A is comprised of gifts made to the NU Foundation and contains the majority of the University's endowment funds. Fund A is managed by the NU Foundation and its Board of Directors and investment Committee.

Fund N, which consists of gifts made directly to the University, is managed by the Board of Regents and a University Endowments Committee which includes the members of the Board of Regents' Business and Finance Committee as well as the University's CFO, who serves as chair, per the Agency Agreement approved by the Board on June 28, 2018.

There has been a great deal of conversation around the topic of fossil fuel divestment. Student leaders have urged the university to divest from the fossil fuel industry – particularly companies on the carbon underground 200 (CU 200) list – and asked for transparency about where we put our money.

As a candidate for the University of Nebraska presidency, President Carter remarked to a group of student leaders during one stakeholder meeting how impressed he was by their commitment to sustainability and that he shared their concern for the protection of our natural resources. Nebraska's farmers and ranchers, after all, are the original conservationists. Nebraskans have always taken pride in caring for the land, and the University of Nebraska has always been a proud partner to agriculture, our state's most important industry.

After 15 months – and dozens of meetings with students and thoughtful dialogue with diverse stakeholders– the University is sharing its vision for sustainability at the University of Nebraska that reflects the common-sense beliefs and values of the people of our state. Our students have been true partners in this effort and deserve credit for their leadership on these complex issues.

We have carefully analyzed our Fund N portfolio. The University of Nebraska has no direct investments in fossil fuel companies. Of the \$370 million investment portfolio controlled by the Board of Regents, our total exposure to energy companies represents less than 2 percent, about \$7.3 million. That's down from 6.5 percent only a year earlier. And our exposure to CU200 companies is about 1 percent.

So, while Fund N’s exposure to fossil fuels has already been declining, we intend to take additional actions. The first being a proposed amendment to RP 6.6.4 which would allow for the consideration of environmental, social and governance factors, commonly known as “ESG.” Adding ESG criteria will create valuable flexibility for the Board in determining where to invest our funds, without boxing anyone in with rigid rules that don’t account for necessary nuances.

For example, consider an energy company that’s actively engaged in research to reduce its carbon footprint. Disinvesting in such a company wouldn’t make sense. Quite the opposite: Companies poised to become sustainable leaders in the future offer potential promise.

Those are the types of factors we intend to consider going forward. The proposed policy amendment is a crucial step toward our vision that by 2025 , the University of Nebraska’s Fund N will have no investments in energy companies that do not have clean energy plans in place. In addition, Fund N will not make any new investments in energy companies that do not have a sustainability plan. And we will engage ESG experts to ensure companies that are included in the Fund N portfolio are committed to meaningful action; no greenwashing will be allowed.

Is the University of Nebraska promising full divestment with no exceptions? No. We think Nebraskans can appreciate that this discussion is more complex than that. Diverse perspectives must be considered, multiple objectives weighed. Necessarily, whatever our path forward, not all stakeholders will agree.

Certainly sustainability is a high priority for the University and we want to align our investments accordingly. We also want our investment strategy to match the common-sense approach Nebraska families and businesses use in their own lives and work. Our endowment is not an advocacy tool, but rather a resource that exists for the common good of all Nebraskans.

Furthermore, investments are a meaningful, but not isolated, part of our overall sustainability vision. Consider the impact that our research in agriculture and natural resources has on the health and well-being of our planet and people. Our commitment to agriculture has only grown over our 150-year history and that won’t change.

Taken together, the University of Nebraska’s actions make us a leader in responsible care for the resources entrusted to us. We’re not finished by any means, but Nebraskans can be proud of the careful and collaborative work underway to create a healthier, safer, more sustainable future for all.

The proposed amendments have been discussed and reviewed by the Business and Finance Committee.


PROJECT COST: None

SOURCE OF FUNDS: N/A

SPONSOR:

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

RECOMMENDED:


Walter E. Carter, President
University of Nebraska

DATE:

March 28, 2021

RP-6.6.4 Investment of Endowment and Similar Funds

The purpose of the endowment funds is to support the University and its mission over the long-term. The endowment funds include the permanent, quasi, and term endowments. The primary investment objectives of investing the endowment funds are to:

1. Preserve the real purchasing power of the principal. This implies the endowment must be invested in a manner that the total return less the income distribution rate is greater than the inflation rate measured by the consumer price index (CPI).
2. Provide a stable source of perpetual financial support to endowment beneficiaries in accordance with the University's spending policy that establishes the income distribution rate.
3. Consistently integrate environmental, social and governance factors into investment management strategies, processes and practices in the belief these factors can benefit the endowment's performance and provide a qualitative impact consistent with the values, culture and mission of the University of Nebraska.

The permanent endowment includes gifts and bequests received by the Board of Regents but restricted by the benefactor to be held in perpetuity with only the income to be spent for a designated purpose.

The quasi endowment includes gifts and bequests received and subsequently designated by the Board of Regents as funds functioning as an endowment with only the income to be spent for purposes designated by the Board.

The term endowment includes gifts and bequests received by the Board of Regents for which the benefactor has stipulated the principal may be expended after a stated period or on the occurrence of a certain event. Term endowment income is spent for the purpose provided by the benefactor or designated by the Board. A term endowment may be designated as a quasi endowment by the Board of Regents at the completion of the term.

All assets received by the Board of Regents for acceptance as a permanent, quasi, or term endowment from a gift, bequest, or grant or gifts in the form of intellectual property rights shall be accepted and processed by the Vice President for Business and Finance or designee.

Investment of endowment funds shall be according to state statute and investment managed by either the University of Nebraska Foundation, a third party manager, the University, or otherwise directed by the Board of Regents.

Management of other university-wide funds including assets of retirement of indebtedness funds, bond proceeds, bond construction and product funds, bond reserve funds, bond surplus funds and the trustee insurance funds shall be accomplished by the Vice President for Business and Finance or designee. The trustee insurance funds include the trust funds for the group health insurance program, the general liability and property self insurance program, and other similar programs. Periodic reports shall be made by the Vice President for Business and Finance regarding these funds to the Board of Regents.

|

Reference: BRUN, Minutes, 34, pp. 275-276 (June 17, 1972).
BRUN, Minutes, 56, p. 149 (September 6, 1991).
BRUN, Minutes, 66, p. 4 (January 20, 2006).

DRAFT

TO: The Board of Regents Addendum XI-B-2
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Approval of Facilities Program Bonds authorized pursuant to the University of Nebraska Facilities Program

RECOMMENDED ACTION: Approve the attached Resolution authorizing the issuance of not to exceed \$400,000,000 principal amount of University Facilities Program Bonds in one or more series to be issued by the University of Nebraska Facilities Corporation (“UNFC”) to finance renewal, renovation, replacement, and repair projects across the University’s campuses and, if determined appropriate, refund outstanding UNFC bonds. The issuance of the Program Bonds is expected to be authorized pursuant to Legislative Bill 588, One Hundred Seventh Legislature, First Session (“LB588”), and the Resolution is subject to LB588 (or such Legislation into which LB588 might be incorporated or amended) becoming law. Approval is also sought to authorize the execution and delivery of the related financing documentation, the investment of funds of the University held in trust, and delegation of authority to officers of the University to make certain determinations and approve and finalize the terms of the financing and related documentation.

PREVIOUS ACTIONS: None.

EXPLANATION: Facilities are vitally important in creating a competitive university and greatly enhance the efforts of faculty and staff in meeting the University’s teaching, research, and outreach missions. State-of-the-art facilities are key to recruitment and retention of faculty, students and staff. Accordingly, facilities maintenance, replacement, renovation, and modernization are strategic priorities of the President, the Board, and the University community.

In addition, the Governor and Legislature have long recognized the importance of partnering with the University in meeting the facilities challenges, by providing support for LB588 along with its statutory predecessors LB957, LB605 and LB1100 (the “Program”).

The Program authorizes \$13.5 million in appropriations and \$13.5 million of University funding through 2062, which would be applied to repayment of the Program Bonds and the other outstanding bonds of UNFC issued under the Program. In addition, the University has committed to deposit 2% of the project costs pursuant to the Program in a trust fund to be invested and applied for future renewal, renovation, replacement, or repair projects of the University.


Program Bonds may not mature later than December 31, 2063.

The financing plan also has been reviewed for approval by the Business and Finance Committee.

PROJECT COST: Project proceeds and the amount of existing UNFC bonds to be refinanced will be determined by the authorized officers based on interest rate market conditions.

SOURCE OF FUNDS: State Appropriations for the Program
University Cash Funds

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

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: March 18, 2021

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

RESOLUTION

APRIL 9, 2021

AUTHORIZING

**UNIVERSITY FACILITIES PROGRAM BONDS
OF
THE UNIVERSITY OF NEBRASKA FACILITIES CORPORATION**

BE IT RESOLVED BY THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Regents (the “**Board**”) of the University of Nebraska (the “**University**”), hereby finds and determines as follows:

(a) It is necessary, desirable, advisable and in the best interests of the University that the University finance a portion of the renewal, replacement, renovation and repair projects of the Board (collectively, the “**Project**”) under and pursuant to Legislative Bill 588, One Hundred Seventh Legislature, First Session (“**LB588**” and, insofar as LB588 is amended or incorporated into any separate Legislative Bill during such Session, the “**Facilities Program Legislation**”).

(b) It is necessary, desirable, advisable and in the best interests of the University that the University refund certain outstanding obligations of the University of Nebraska Facilities Corporation, a nonprofit corporation and instrumentality of the University (“**UNFC**”) as determined pursuant to **Section 4** below, the “**Refunded Bonds**”), which Refunded Bonds were issued to finance the costs of University facilities (collectively, the “**Refunded Facilities**”; and, together with the Project, the “**Facilities**”) to provide the University with additional flexibility in managing its financing structure and to achieve savings by taking advantage of current market interest rates.

Section 2. Authorization of Bonds; Financing Agreement. The Board hereby authorizes the issuance of University Facilities Program Bonds in one or more series (the “**Bonds**”) to be issued by UNFC. The Bonds shall be issued under a Trust Indenture or Supplemental Trust Indenture (the “**Indenture**”), by and between UNFC and the trustee determined in accordance with **Section 3** hereof (the “**Trustee**”). The Bonds shall be secured by the Board’s obligations to make certain payments under a Financing Agreement by and among the Board, UNFC, and the Trustee (the “**Financing Agreement**”). Pursuant to the Financing Agreement, UNFC will act as the Board’s agent for the financing or refinancing, as applicable, the Facilities, and will hold the Facilities in trust for the Board.

Section 3. Determination of Final Terms. In connection with the issuance and sale of the Bonds by UNFC, the Chair, Vice-Chair, or Secretary of the Board, or the President or the Vice President | CFO of the University, or such officer authorized to perform the duties of such role (each, an “**Authorized Officer**”), is hereby authorized to specify, determine, designate, establish and appoint, as the case may be (a) the price at which the Bonds may be sold to the underwriter or underwriters thereof (the “**Underwriter**”), (b) the title (including series designation) of the Bonds, dated date and aggregate principal amount, which aggregate stated principal amount shall not exceed \$400,000,000 for the financing of the Project (which amount may be increased to the extent of any original issue discount as determined appropriate by such Authorized Officer) and such additional principal amount as may be necessary to refinance the Refunded Bonds and to pay costs of issuance, (c) the principal maturities and dates, including the final maturity not beyond December 31, 2063, (d) the rate or rates of interest to be borne by each principal maturity and the dates on which interest shall be due, (e) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption or mandatory sinking fund redemption, the provisions governing such redemption, including redemption prices, (f) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (g) the identity of the Underwriter and the Trustee and any separate paying agent and registrar and escrow agent, as may be determined appropriate, (h) whether to refinance any or all of the Refunded Bonds, and to call any of the Refunded Bonds for early redemption, (i) whether Bonds shall bear interest on a tax-exempt or taxable basis, (j) the identity of the Facilities financed with proceeds of the Bonds, and (k) all other terms and

provisions of the Indenture, the Financing Agreement and the Bonds not otherwise specified or fixed by this Resolution.

Section 4. Refunding; Project. (a) Each Authorized Officer is hereby authorized to determine whether to refinance the outstanding principal amount of any UNFC Bonds (collectively and as applicable, the “**Refunded Bonds**”) to achieve savings or other strategic purpose, and apply a portion of the proceeds of the Bonds to such refinancing; and

(b) The University is hereby authorized to apply a portion of the net proceeds of the Bonds to finance the Project, as determined by an Authorized Officer pursuant to **Section 3** above.

Section 5. Bond Documentation. In connection with the issuance and sale of the Bonds by UNFC, each Authorized Officer is hereby authorized and directed to approve the form and content of, and to execute and deliver, one or more of any or all of the following documents (collectively, the “**Financing Documents**”):

- (a) The Financing Agreement;
- (b) The Indenture;
- (c) A Purchase Agreement setting forth the terms of the sale of the Bonds to the Underwriter;
- (d) One or more Escrow Agreements providing for the defeasance and payment of the Refunded Bonds;
- (e) A trust arrangement to establish a restricted fund pursuant to the program requirements of the Facilities Program Legislation;
- (f) A Tax Compliance Agreement setting forth certain expectations and covenants of the University with regards to any Bonds issued as tax-exempt Bonds;
- (g) A Continuing Disclosure Undertaking of the Board to assist the Underwriter with its regulatory obligations; and
- (h) Any other contract, agreement, instrument, certificate or other document that any Authorized Officer may deem necessary, appropriate, advisable or desirable to effectuate, in accordance with the terms of this Resolution, the delivery of and payment for the Bonds.

Section 6. Preliminary Official Statement; Official Statement. Each Authorized Officer is each hereby authorized to prepare, approve and finalize a Preliminary Official Statement related to the Bonds, with such disclosures as are necessary to conform to and describe the transaction, and the public distribution of the same by the Underwriter is hereby approved for use in connection with the sale of the Bonds. Each Authorized Officer is hereby authorized, if requested, to deem the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “**Rule**”), and to take such other actions or execute such other documents as the Underwriter shall reasonably request to comply with the Rule. Each Authorized Officer is further authorized to prepare, approve and finalize a final Official Statement related to the Bonds.

Section 7. Limited Obligations. The Board’s obligations under the Financing Agreement shall not be secured by any revenues of the University, but the Board may agree in the Financing Agreement to apply appropriations received pursuant to the Facilities Program Legislation to the Board’s obligations under the Financing Agreement. The Bonds shall be secured solely by amounts deposited by the Board with the Trustee from time to time to pay debt service on the Bonds. No debt service reserve fund shall be funded with respect to the Bonds.

Section 8. Further Authority; Ratification. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs

each Authorized Officer and all other officers, officials, employees and agents of the University to carry out or cause to be carried out, and to perform such obligations of the University and such other actions as they, or any of them, in consultation with Bond Counsel, Disclosure Counsel, or the University's Financial Advisor, as appropriate, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution, including, without limitation, the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs to an Authorized Officer the right, power and authority to exercise his or her independent judgment and absolute discretion in (1) determining and finalizing the terms and provisions of the Indenture or the Financing Agreement not specifically set forth in this Resolution, (2) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the execution and delivery of the Financing Agreement and the issuance, sale and delivery of the Bonds and the application of proceeds thereof, (3) the engagement of external professionals, advisors and agents, and (4) establishing and funding a trust account to be invested, held and applied pursuant to the program requirements of the Facilities Program Legislation. The execution and delivery by an Authorized Officer or by any such other officers, officials, employees or agents of the University of any such agreements, documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters that are the subject of this Resolution, shall constitute conclusive evidence of both the Board's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the Board and the authorization, approval and ratification by the Board of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by an Authorized Officer and all other officers, officials, employees and agents of the University including, without limitation, the expenditure of funds and the selection, appointment and employment of bond counsel, disclosure counsel, the financial advisor and other advisors and agents in connection with the execution and delivery of the Financing Agreement and the issuance, sale and delivery of the Bonds, together with all other actions taken in connection with any of the matters that are the subject hereof, are in all respects hereby authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 9. Contract; Repeal. The provisions of this Resolution, of any supplemental resolution, and of any resolutions or other proceedings providing for the execution and delivery of the Financing Documents and the sale of the Bonds and the terms and provisions thereof shall constitute a contract between the University, the Trustee and the registered owners of the Bonds, and the provisions thereof shall be enforceable by any owner of a Bond for the equal benefit and protection of all such owners similarly situated, by mandamus, accounting, mandatory injunction or any other suit, action or proceeding at law or in equity that is presently or may hereafter be authorized under the laws of the State of Nebraska (the "State") in any court of competent jurisdiction. Such contract is made under and is to be construed in accordance with the laws of the State.

After the execution and delivery of the Financing Documents, and the issuance, sale and delivery of the Bonds, this Resolution and any supplemental resolution shall not be subject to repeal, but shall be subject to modification or amendment only to the extent and in the manner provided for in this Resolution or in the Financing Documents.

Section 10. Rights Conferred. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, the Financing Documents or the Bonds is intended or should be construed to confer upon or give to any person other than the University, the Trustee and the registered owners of the Bonds, any legal or equitable right, remedy or claim under or by reason of or in respect to this Resolution or the Financing Documents or any covenant, condition, stipulation, promise, lease or provision herein or herein contained. The Resolution and the

Financing Documents and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof and thereof are intended to be and shall be for and inure to the sole and exclusive benefit of the University, the Trustee and the registered owners from time to time of the Bonds as herein and therein provided.

Section 11. Liability of Officers. No officer or employee of the University shall be individually or personally liable for the performance of any duties or obligations under the Financing Documents or the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 12. Severability; Effect. If any one or more of the covenants or agreements or portions thereof provided in this Resolution or the Financing Documents on the part of the University to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such lease or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Resolution and the Financing Documents and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Financing Documents, but the Trustee and the registered owners of the Bonds shall retain all the rights and benefits afforded to them hereunder and under the Financing Documents or any applicable provisions of law.

If any provisions of this Resolution shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein or therein contained inoperative or unenforceable or invalid to any extent whatsoever.

Section 13. Electronic Transactions. All documents, agreements, certificates, and instruments related to the Bonds shall be valid, binding, and enforceable against the Board when executed and delivered by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by electronic signatures laws, including any relevant provisions of the Uniform Commercial Code, in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each document, agreement, certificate, and instrument related to the Bonds may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same document, agreement, certificate, or instrument, as applicable.

Section 14. Applicable Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 15. Repeal of Inconsistent Resolutions. Any resolution of the Board inconsistent with this Resolution is hereby repealed to the extent of such inconsistency.

Section 16. Force and Effect. This Resolution shall take effect and be in force from and after its adoption according to law, subject only to and conditioned upon the Facilities Program Legislation taking effect and becoming law.

TO: The Board of Regents Addendum XI-B-3
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Guaranteed Maximum Price (GMP) Contract Amendment for North Stadium Expansion at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve execution of a Standard Form GMP Contract Amendment to the Construction Manager at Risk (CMR) contract for North Stadium Expansion at UNL

PREVIOUS ACTION: October 25, 2019 the Board of Regents approved the Program Statement for North Stadium Expansion at UNL

December 4, 2020 the Board of Regents approved revisions to the North Stadium Expansion Project and received the report from the Business and Finance Committee regarding the Intermediate Design Review

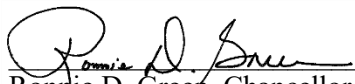
EXPLANATION: The CMR delivery method was confirmed with the Intermediate Design. The project was also divided into two phases with a Phase 1 construction budget of \$109,368,000. Hausmann Construction, Inc. was selected to be the CMR through a competitive qualification-based selection in accordance with Board of Regents policy. This item seeks approval to execute a GMP amendment for construction services for Phase 1. Current Board of Regents policy reserves authority to approve and execute construction contracts over \$5 million. The GMP will be within the budget and scope reviewed with the Intermediate Design.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST:	Project Budget, Phase 1	\$135,000,000
	Project Budget, Phase 2	\$20,000,000
	Total Project Budget	\$155,000,000

SOURCE OF FUNDS:	Private Funds	\$100,000,000
	University Internal Lending Program	\$50,000,000
	Trust Funds	\$5,000,000

SPONSOR: William J. Nunez,
Vice Chancellor for Business & Finance

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

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-B-4
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Construction Contract for First Phase of Outdoor Track Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve execution of a Standard Form Construction Agreement for First Phase of Outdoor Track Replacement at UNL in the amount of \$7,299,210

PREVIOUS ACTION: On October 25, 2019, the Board of Regents approved the Program Statement for the Outdoor Track Replacement at UNL for \$11,475,000

On February 7, 2020, the Board of Regents approved a budget increase and accepted the Intermediate Design Report for the Outdoor Track Replacement at UNL in the amount of \$16,500,000

EXPLANATION: This item seeks approval to execute the University of Nebraska Standard Form Construction Agreement for construction services for the initial phase of the UNL Outdoor Track Replacement. Current Board of Regents policy reserves authority to approve and execute construction contracts over \$5 million. The contract amount for this phase of the project is \$7,299,210. Subsequent phases meeting Board of Regents requirements will be brought back to the Board for approval.

The Design-Bid-Build delivery method was approved with the Program Statement and confirmed with the Intermediate Design Review. A public bid was held on March 24, 2020. Nemaha Sports Construction/ Nemaha Landscape Construction was the responsive low bidder. The contract covers the First Phase scope and is within the allocated budget.

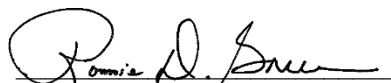
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$7,299,210 (of \$16,500,000)

SOURCE OF FUNDS: Private Donations, Trust Funds, Cash funds

SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED:


Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-B-5
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Capital Project Budget Increase for Kiewit Hall at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve a budget increase for Kiewit Hall at UNL

PREVIOUS ACTION: October 25, 2019 – The Board of Regents approved the program statement for the New College of Engineering Building (Phase 2) at UNL.

December 5, 2019 – The Board of Regents approved the naming of the new College of Engineering Phase 2 Building “Kiewit Hall” at UNL.

EXPLANATION: The Kiewit Hall project is continuing through the design phase and the Intermediate Design is planned for Spring 2021. The project delivery method is construction manager at risk. The project consists of a new building on City Campus fronted along Vine Street. The facility will be approximately 181,500 gross square feet on the east side of Othmer Hall over a vacated 17th Street right-of way.

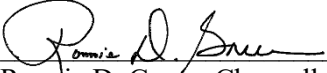
As the design developed, additional scope has been identified as having an important impact on the success of the project. These items include enhanced site development to both the north and south of the building as well as building performance and key enhancements to allow LEED gold and WELL silver certification. These are aligned with the recently released UNL 2020 Environment, Sustainability, and Resilience Master Plan. Ongoing cost estimates have been reviewed and there is not capacity in the existing budget to accommodate these important enhancements. A budget increase is requested to address enhanced site development plans and sustainability related building improvements. The total budget increase for this work, including design and construction, is twelve million dollars. The funding source is private funds.

This item has been reviewed by the Business and Finance Committee.

		<u>Original</u>	<u>Proposed</u>
PROJECT COST:	Total Project Budget	\$85,000,000	\$97,000,000

SOURCE OF FUNDS:	Private Donations	\$85,000,000	\$97,000,000
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SPONSOR: William J. Nunez
Vice Chancellor for Business and Finance

RECOMMENDED: 

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-B-6
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Interlocal Agreement Templates for the Provision of Cooperative Extension Services

RECOMMENDED ACTION: Approve three interlocal agreement templates to serve as operational agreements between the University and each of Nebraska's 93 counties for the provision of extension services.

PREVIOUS ACTION: None

EXPLANATION: The University has interlocal agreements with all 93 Nebraska county governments to provide local extension support including but not limited to funding for the office facility, staff, travel, programming supplies and equipment. Nebraska Extension, in cooperation with county government, has 83 local extension offices that serve all 93 counties.

Section 4.4.5 of the *Bylaws of the Board of Regents* (as proposed) states "In cooperation with Nebraska county governments and to further the shared goals and missions of Nebraska Extension and the people of Nebraska, the University of Nebraska places within the state's counties university employees, such as Extension Educators, to advance and provide administrative leadership for the local extension programs adopted by those county extension boards. Extension Educators are at all times employees of the University of Nebraska, subject to the terms and benefits of the employment applicable to University of Nebraska employees. In turn, the counties provide resources to support and enhance the success of Nebraska's Extension's Educators, local programming and mutually beneficial goals. The scope and details of Nebraska Extension's engagement with each county government is detailed in a collaboratively developed Interlocal Agreement subject to periodic review, revision and reaffirmation."

Nebraska law authorizes the counties of the State of Nebraska to conduct extension work which is to be "carried on in cooperation with the University of Nebraska Institute of Agriculture and Natural Resources" as provided by Neb. Rev. Stat. § 2-1601 et seq. As the agreement is an Interlocal Agreement, Board approval is required to comply with the Nebraska Interlocal Cooperation Act. Current agreements were signed more than 20 years ago and need to be updated to reflect current practices.

Nebraska Extension is requesting Board approval of three templates so it may begin the process of working with each of the 93 counties to update their respective agreements.

The three Interlocal Agreement templates represent the following models:

1. County Assistants/Associates and Support Staff Model: County employs support staff and extension assistants/associates and is responsible for establishing the terms and conditions of their employment. (Attached as Exhibit A)
2. Extension Assistants/Associates, and Support Staff Model: County transfers funding for all extension assistants/associates and support staff to Nebraska Extension – these individuals are now UNL employees – supervised by extension educators, all rights and responsibilities follow UNL guidelines. (Attached as Exhibit B)
3. Extension Assistants/Associates and County Support Staff Model: County transfers funding for all extension assistants/associates to Nebraska Extension – these individuals are now UNL employees – supervised by extension educators, all rights and responsibilities follow UNL guidelines. Support staff remain county employees and the county will be responsible for establishing the terms and conditions of their employment. (Attached as Exhibit C)

PROJECT COST: None

SOURCE OF FUNDS: Not Applicable

SPONSOR: Michael Boehm, Vice Chancellor and Harlan Vice Chancellor
Institute of Agriculture and Natural Resources

RECOMMENDED:



Walter E. Carter, President
University of Nebraska

DATE: March 5, 2021

**Interlocal Agreement for the Provision of
Cooperative Extension Services**

[County Assistants/Associates, and Support Staff Model]

This Agreement is made and entered into on this ___ day of _____, 202__, by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), the undersigned _____ **County Board of Commissioners/Supervisors** (“County Board”), on behalf of _____ County, Nebraska (“County”, whether one or more) (collectively, the “Parties”).

WHEREAS, the Smith-Lever Act of 1914 (7 U.S.C. § 342 et seq.) makes certain provisions for cooperative extension services applicable to such services in the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. § 2-1601 et seq. authorizes the County Extension Board (“Extension Board”), a governing board created and appointed by the County as explained below, to furnish such services in conjunction and cooperation with Nebraska Extension; and

WHEREAS, Neb. Rev. Stat. § 13-801 et seq. (the "Nebraska Interlocal Cooperation Act") further authorizes the Parties hereto to unite their efforts and resources to accomplish the intent of this Agreement; and

WHEREAS, the undersigned Parties wish to unite their efforts and resources to provide to the residents of the County cooperative extension services in a climate of mutual respect giving due consideration to the needs of all Parties, said services to include, but not be limited to, programs supporting Agriculture and Natural Resources; Family and Consumer Sciences; 4-H and Youth; and Community Resource and Economic Development.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Term and Renewals.** This Agreement will be effective _____ (“Effective Date”), for a term of five (5) years (the “Initial Term”) and shall automatically renew for up to one (1) additional five-year term (“Renewal Term”), unless terminated as otherwise provided for in this Agreement. Upon written agreement of the Parties, the Agreement may be extended beyond the Initial and Renewal Terms in writing upon the mutual agreement of the Parties for additional terms. The Initial Term and Renewal Terms are collectively referred to herein as the “Term.”
2. **Purpose.** The purpose of this Agreement is to allocate responsibilities between the Parties regarding the administration of the Nebraska Extension education program (“Program”) in the County. The Program’s mission is to “Help Nebraskans enhance their lives through research-based education.” Extension professionals located in Nebraska’s counties fulfill this mission

statement and support the Program by building strong local relationships, engaging with Nebraskans on critical issues and opportunities, and bringing the knowledge and expertise of the University of Nebraska to generate valuable solutions and positive impact to Nebraskans. The Parties agree that Nebraska Extension's partnership with county governments across the State is critical to achieving the Parties' mutual interest of growing the capacity of Nebraskans and the State.

3. **Applicable Law.** This Agreement is entered into pursuant to and governed by the laws of the State of Nebraska, and in particular under the authority of Neb. Rev. Stat. §2-1601 et seq. and the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., and should be construed in conformity with those provisions.
4. **Administration.** Except as more specifically described herein, this Agreement will be administered by the Extension Board (organized and operated pursuant to Neb. Rev. Stat. § 2-1601 et seq.) on behalf of the County and the Engagement Zone Coordinators of Nebraska Extension on behalf of the University. After consideration of any recommendations or input received from Nebraska Extension, the members of the Extension Board will be appointed by the County.

Interested potential candidates will be identified through an open nomination process. A nomination panel selected by the Extension Board from current Extension Board members and other residents of the County will coordinate the nomination process and make recommendations to the County. To encourage the public to serve on the Extension Board, the County will announce the opportunity to serve by providing notice of any vacancies through those methods of public notice which may include, without limitation: advertising in newspapers of general circulation, by contacting Program participants, by promoting through social media channels, and by receiving recommendations from the existing Extension Board. Such membership appointment processes shall comply with Neb. Rev. Stat. §§ 84-1408 through 84-1414, as amended, and any other applicable public meetings laws. The Extension Board shall complete its nomination process by November 15th of each year, and the appointments shall be made by the County Board no later than the last scheduled County Board meeting of the calendar year.

In making their appointments, the County shall consider the following criteria for balance in representation: geographic location, program interest, leadership potential, and diversity. For the purposes of this Section, the Parties understand that Nebraska Extension, from time to time, is subject to a civil rights compliance review by the National Institute of Food and Agriculture (NIFA), a federal agency within the United States Department of Agriculture (USDA). As part of that compliance review, NIFA ensures that Nebraska Extension complies with Title VI and Title VII of the Civil Rights Act of 1964, as amended. As such, for the purposes of this section, diversity shall be defined to include individual differences, including individuals' personalities, learning styles, and life experiences, as well as group differences, including individuals' cultural, political or other affiliations. When appointing members to the Extension Board, the Parties will use their best efforts to achieve diverse board membership and seek out candidates in federally recognized protected categories such as race, color, national origin, gender, religion, age, disability, and citizenship status.

The Parties agree one liaison of the County Board may be appointed to the Extension Board as non-voting members.

5. **General Liability Insurance; Errors and Omissions.** The County will provide Nebraska Extension with a certificate or other evidence of insurance establishing that the members of the Extension Board are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to Nebraska Extension and the insured County prior to the execution of this Agreement and any renewal thereof. The University will provide the County with evidence of insurance establishing that the employees and administrators of Nebraska Extension are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to the County prior to the execution of this Agreement and any renewal thereof.
6. **Financial Contributions to the Program.** Consistent with Neb. Rev. Stat. §§ 2-1606 or 2-1607, as applicable, the Extension Board will finalize a budget for the Program on behalf of the County. The Extension Board and Nebraska Extension will work together in good faith prior to the start of each Fiscal Year (July 1st through June 30th) to assess the Program's goals, objectives and needs and to determine an appropriate budget based on those goals, objectives and needs. Nebraska Extension will develop a staffing plan that takes into consideration the usual needs and available resources of the Program. This staffing plan, and the salary and benefits contributed by Nebraska Extension in providing that staffing, will be considered and given deference in setting the budget. If the County seeks the addition of other staff members or want to expand the scope of the services provided by the Program, the County recognizes and acknowledges that this will require additional funding from them. To facilitate the employment of Program staff members by the University using County funds, the Parties may agree to adopt a funding model by which the Counties will reimburse the University for the salary and benefits associated with these positions in substantially similar form to Exhibit A, which is attached hereto and incorporated herein. Each County and Nebraska Extension will be responsible for obtaining approval of their proposed contributions in accordance with their own internal policies and processes. Any other financial sources legally available to fund the Program, such as grants or gifts, also may be used to fund the undertakings of Nebraska Extension and/or the County.
7. **Open Meetings Laws.** The activities of the Extension Board will be conducted in conformity with Neb. Rev. Stat. §§ 84-1408 through 84-1414, and any other applicable public meetings laws.
8. **Program Staff.** Nebraska Extension agrees to provide Extension Educators in a manner consistent with its staffing plan and resources and to employ those staff members pursuant to the terms and conditions of the employment established by Nebraska Extension. The County agrees to provide necessary Extension Assistants/Associates, and support and clerical staff consistent with the terms of this Agreement. The County shall have sole and full discretion in selecting and establishing the terms and conditions of employment for their employees who perform duties on behalf of the Program, although the County will seek input from the Lead Educator in making employment decisions regarding those employees. No employment

relationship of any kind will be formed or exist between these County employees and the University of Nebraska Extension.

9. **County Responsibilities.** The Extension Board, on behalf of the County, will be responsible for performing the following:
 - a. Develop Program goals, objectives and needs.
 - b. Evaluate the Program's ability to meet defined objectives and engage in strategic planning in order to facilitate improvements.
 - c. Provide recommendations and other input to Nebraska Extension regarding the placement (including participation in any interview process conducted by Nebraska Extension), evaluation, job descriptions and duties, and termination of Nebraska Extension employees providing extension services to the County pursuant to this Agreement.
 - d. Provide Nebraska Extension with the facilities, services, and equipment necessary to perform and achieve Program objectives, including without limitation general maintenance, utilities, office supplies, phone service, Internet, office equipment, travel expenses, and other items necessary to utilize those facilities and equipment. These expenses shall be included in the annual budget presented to the County.
 - e. Provide to Nebraska Extension the annual County extension financial report filed with the County Clerk.
 - f. Provide necessary Extension Assistants/Associates, and support and clerical staff to the Program.
 - g. Such other responsibilities as the Parties hereto may mutually agree.

10. **Nebraska Extension Obligations.** The University, through Nebraska Extension, will be responsible for performing the following:
 - a. Provide Extension Educators in numbers and with the qualifications considered by Nebraska Extension to best serve the needs of the Program, taking into consideration the Extension Board's Program design and budget. These Extension Educators shall be employed by the University and shall be subject to the terms and conditions of employment established by the University through its personnel policies and practices. No employment relationship of any kind will be formed or exist between these University employees and the County. The University will provide these employees with: (1) reasonable professional development and continuing education experience when such opportunities benefit the Program; (2) access to and support from University programs, information and resources, belonging to the University of Nebraska, which it deems necessary and feasible to serve the Program goals and objectives; and (3) assistance from its Engagement Zone Coordinators with the administration of this

Agreement and to act as a liaison between the Extension Board and Nebraska Extension.

b. Appoint one (1) Extension Educator to serve as the primary Lead Educator. The Lead Educator role will be responsible for:

- i. Providing input and advice to the Extension Board on programming, budget, and personnel matters.
- ii. Providing administrative support to the Extension Board.
- iii. Contributing to Program coordination.
- iv. Supervising the University Extension Assistants/Associates assigned to the Program.
- v. Offering input on matters relating to the employment of any County employee assigned to the Program, such as input on setting goals and evaluating performance.
- vi. Assisting in the establishment of the advisory committees provided for under the Bylaws of the Extension Board.
- vii. Such other responsibilities as the Parties hereto may mutually agree.

11. **Inability to Provide University Personnel.** The Parties recognize that in certain instances, including but not limited to budget constraints, reassignment, retirement, or other termination of employment, the University may not be able to supply Extension Educators for the entire Term of this Agreement. The County agrees such absences are acceptable, so long as the University takes reasonable actions to address the need for replacement personnel in such a way as to preserve the integrity of the Extension Board's Program.
12. **Grants and Other Monies Collected.** The County will ensure, prior to the Extension Board's application for grant funds or other similar kinds of restricted gifts, the Extension Board will fully inform Nebraska Extension of the grant and its applications. Prior to submitting any such grant application, Nebraska Extension and the Extension Board will mutually agree upon the use and administration of the funds. The County ultimately shall be responsible, though, for the administration and expenditure of any grant or other monies that are received or collected by the County. Nebraska Extension, in turn, shall be responsible for the administration and expenditure of any grant or other monies that are received or collected by Nebraska Extension or any other unit of the University of Nebraska.
13. **Property Ownership.** Any property, personal or real, acquired for purposes of furthering the goals and objectives of the Program, will be owned by the entity contributing the funds for the purchase of the property. Should more than one entity contribute to the purchase of the property, then the property will be owned by the contributor in proportion to the contribution.
14. **Termination.** This Agreement may be terminated at any time, with or without cause, upon no less than 120 calendar days prior written notice, given to all Parties. Notwithstanding the foregoing, should the vote of the County made in accordance with Neb. Rev. Stat. § 2-1604 require that no appropriation be made for the Program, then this Agreement will terminate commensurate with the date the appropriation ceases to exist. Should this Agreement be

terminated in any manner for any reason, any property dedicated to the Program will be returned to the entity owning such property. In those instances where one or more entity owns the property, unless the Parties agree otherwise, the property will be sold in a commercially reasonable manner of disposition, and the owners will share the sale proceeds according to their respective ratios of ownership.

15. **Employment Discrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as well as other state and federal law, they will not 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 privileges of employment because of the race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any other legally protected characteristic of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
16. **Compliance with the Law.** The Parties hereto agree to comply with any and all laws, rules and regulations, whether local, state or federal, required in the administration and execution of the terms and provisions of this Agreement.
17. **Reciprocal Indemnification.** The County will save and hold harmless the University and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise from each county's respective operations, activities and obligations, including the acts or omissions of its County Board, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the University. To the extent permitted by Nebraska law, the University will save and hold harmless the County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise out of the University's operations, activities and obligations, including the acts or omissions of its Board of Regents, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the County. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, the State Tort Claims Act, or other applicable provisions of law.
18. **Drug Free Policy.** The University assures the County that the University has established and maintains a drug free workplace policy.
19. **Unavailability of Funding Language.** Due to possible future reductions including but not limited to County, State and/or Federal appropriations, the County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the County may terminate the Agreement or reduce the consideration upon 120 days' advance notice in writing to University. The notice shall be delivered by certified mail, return receipt requested. The County shall be the final authorities as to the availability of funds. The effective date of such Agreement termination or

reduction in consideration shall be specified in the notice. Reduction of consideration shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, the University may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the County.

20. **Work Status Verification.** The Parties and any of their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
22. **Waiver.** The failure of any Party to this Agreement to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party to this Agreement, which it is not obligated to do hereunder, shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
23. **Assignment.** No Party may assign its rights under this Agreement without the express prior written consent of the other Party. An assignment without such prior written consent shall be a material breach of this Agreement.
24. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
25. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
26. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

27. **Applicable Law and Venue.** Nebraska law will govern the terms and the performance under this Agreement. Venue for any legal proceeding under this Agreement shall be in Lancaster County, Nebraska.
28. **Authority.** The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing board, committee, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.
29. **Notice.** Whenever notice may be required under this Agreement, such notice will be deemed to have been duly given, served and delivered, when mailed by certified mail, postage prepaid, addressed to:

University of Nebraska
Cooperative Extension
211 Ag Hall
Lincoln, NE 68583

[Insert County]
[Address]
[Address]

or such other address as such Party provides in writing to the other Party subsequent to the execution of this Agreement by certified mail, postage prepaid.

30. **Use of Name or Intellectual Property.** The County 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. The County 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 Extension Board business.
31. **Damage to University Property.** Notwithstanding anything in this Agreement to the contrary, the County shall be solely responsible for all costs and expenses to return University property to the condition existing as of the effective date of this Agreement. The County shall immediately give notice in writing of the occurrence of any damage to University property.
32. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. This Agreement does not create a separate legal entity under the Nebraska Interlocal Cooperation Act. The Parties affirmatively disclaim any intent to form such relationship. The Parties agree that there are no intended or unintended third-party beneficiaries of this Agreement, and that this Agreement is solely for the benefit of the Parties hereto.

33. **Fair Labor Standards.** Pursuant to Nebraska Revised Statutes § 73-102, the County states it complies with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Agreement and that fair labor standards shall be maintained for the term of the Agreement.
34. **Equal Opportunity [intentionally bolded].** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
35. **Confidentiality.** The Parties acknowledge they may disclose certain confidential or proprietary information (the “Confidential Information”) to each other during the course of this Agreement. The Parties will use such Confidential Information solely for the purpose for which it is provided and will not, except as required by law or agreed to by the other party, disclose such Confidential Information to any third party. The provisions of this Section shall survive any termination or expiration of this Agreement.
36. **Dispute Resolution.** Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
37. **Joint Work Product.** This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
38. **Public Benefits.** With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.
39. **Right to Audit.** The University shall establish a reasonable accounting system, which enables ready identification of the University’s cost of goods/services and use of funds. Upon thirty (30) days written notice to the University, the County may audit the University’s records any time before three (3) years after final payment to verify the County’s payment obligation and use of County funds. This right to audit shall include other agencies or subcontractors in which

good or services are subcontracted by the University. The University shall insure the County has these rights with the other agencies and subcontractors.

- 40. **Miscellaneous.** The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing directly below their signatures.

BOARD OF REGENTS OF
 THE UNIVERSITY OF NEBRASKA
 ON BEHALF OF THE INSTITUTE OF
 AGRICULTURE AND NATURAL RESOURCES,
 COOPERATIVE EXTENSION DIVISION

[INSERT COUNTY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE PROVISION OF COOPERATIVE EXTENSION SERVICES

This Addendum (“Addendum”) supplements the Interlocal Agreement for the Provision of Cooperative Extension Services (“Agreement”) entered into by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), and the _____ on behalf of _____ County, Nebraska (“County”), hereinafter collectively referred to as the “Parties”.

Recitals

- A. On or about _____, 20__, the University and the County entered into an interlocal agreement to provide the residents of the County cooperative extension services according to the terms described within the Agreement, including administration of the Nebraska Extension education program (“Program”).
- B. The University and the County now want to supplement their interlocal agreement to foster the services within their Program in the manner set forth within this Addendum.

Terms

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

1. **Term.** This Addendum shall remain in effect throughout the duration of the Parties’ underlying Agreement, unless terminated in advance by either Party after giving ninety (90) days advance written notice of the termination. This Addendum also may be terminated or amended as need to comply with any change in the law or funding status that substantially and adversely affects the ability of either Party to fulfill their obligations under this Addendum.
2. **Staffing.** Nebraska Extension will provide one full-time equivalent (1.0 FTE) _____ [insert position title] (“Employee”) to be responsible for certain aspects of the Program. This Employee shall be employed by the University, and therefore, subject to the terms and conditions of employment contained within the University’s policies and practices. No employment relationship will be formed nor exist between the Employee and the County. The County, however, may review and offer input on and revisions to the job description for the Employee’s position, a copy of which is attached and incorporated into this Addendum as Exhibit 1. The Program’s Unit Leader shall have primary responsibility for supervising and guiding the Employee and the Program, taking into consideration any input received from the County’s Extension Board as well as any direction received from the Engagement Zone Coordinator. Nebraska Extension will provide the Employee with educational in-service training, professional development opportunities, and opportunities to participate in program-related work teams and

committees to facilitate, enhance and improve the Employee’s skills and programming efforts, as well as the development and delivery of the Program.

3. **Funding.** The funding for this one full-time equivalent (1.0 FTE) position shall be provided by the County, and the County shall reimburse the University for the costs associated with paying the Employee an annual salary and the employer contributions to taxes, workers compensation and unemployment insurance, and employee benefits. The University shall bill the County for these salary and contribution costs on a quarterly basis, and the County shall reimburse the University for those costs within forty-five (45) calendar days after receiving the bill. The County also shall be responsible for budgeting for and providing the office space, office equipment, technology, travel arrangements, and supplies needed for the performance of the Employee’s duties.

4. **Administration.** The Employee will support the Program in a manner that conforms with and adheres to all applicable federal, state and local laws, regulations, rules, and ordinances (including without limitation the Smith-Lever Act of 1914, as amended, as well as all applicable discrimination laws), all applicable policies, rules, guidelines and practices established for such programs by the National Institute of Food and Agriculture on behalf of the United States Department of Agriculture (USDA), and all applicable policies, rules and practices of the University.

5. **Authority.** Each signatory to this Addendum warrants and represents that they are authorized to execute this Addendum on behalf of the Party that they represent and to bind that Party to the terms of this Addendum.

In witness of this Addendum, authorized representatives of each Party have executed it below on the date indicated.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

[INSERT COUNTY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

[Insert Job Description for Position]

**Interlocal Agreement for the Provision of
Cooperative Extension Services**

[Extension Assistants/Associates, and Support Staff Model]

This Agreement is made and entered into on this ___ day of _____, 202__, by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), the undersigned _____ **County Board of Commissioners/Supervisors** (“County Board”), on behalf of _____ County, Nebraska (“County”, whether one or more) (collectively, the “Parties”).

WHEREAS, the Smith-Lever Act of 1914 (7 U.S.C. § 342 et seq.) makes certain provisions for cooperative extension services applicable to such services in the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. § 2-1601 et seq. authorizes the County Extension Board (“Extension Board”), a governing board created and appointed by the County as explained below, to furnish such services in conjunction and cooperation with Nebraska Extension; and

WHEREAS, Neb. Rev. Stat. § 13-801 et seq. (the "Nebraska Interlocal Cooperation Act") further authorizes the Parties hereto to unite their efforts and resources to accomplish the intent of this Agreement; and

WHEREAS, the undersigned Parties wish to unite their efforts and resources to provide to the residents of the County cooperative extension services in a climate of mutual respect giving due consideration to the needs of all Parties, said services to include, but not be limited to, programs supporting Agriculture and Natural Resources; Family and Consumer Sciences; 4-H and Youth; and Community Resource and Economic Development.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Term and Renewals.** This Agreement will be effective _____ (“Effective Date”), for a term of five (5) years (the “Initial Term”) and shall automatically renew for up to one (1) additional five-year term (“Renewal Term”), unless terminated as otherwise provided for in this Agreement. Upon written agreement of the Parties, the Agreement may be extended beyond the Initial and Renewal Terms in writing upon the mutual agreement of the Parties for additional terms. The Initial Term and Renewal Terms are collectively referred to herein as the “Term.”
2. **Purpose.** The purpose of this Agreement is to allocate responsibilities between the Parties regarding the administration of the Nebraska Extension education program (“Program”) in the County. The Program’s mission is to “Help Nebraskans enhance their lives through research-based education.” Extension professionals located in Nebraska’s counties fulfill this mission

statement and support the Program by building strong local relationships, engaging with Nebraskans on critical issues and opportunities, and bringing the knowledge and expertise of the University of Nebraska to generate valuable solutions and positive impact to Nebraskans. The Parties agree that Nebraska Extension's partnership with county governments across the State is critical to achieving the Parties' mutual interest of growing the capacity of Nebraskans and the State.

3. **Applicable Law.** This Agreement is entered into pursuant to and governed by the laws of the State of Nebraska, and in particular under the authority of Neb. Rev. Stat. §2-1601 et seq. and the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., and should be construed in conformity with those provisions.
4. **Administration.** Except as more specifically described herein, this Agreement will be administered by the Extension Board (organized and operated pursuant to Neb. Rev. Stat. § 2-1601 et seq.) on behalf of the County and the Engagement Zone Coordinators of Nebraska Extension on behalf of the University. After consideration of any recommendations or input received from Nebraska Extension, the members of the Extension Board will be appointed by the County.

Interested potential candidates will be identified through an open nomination process. A nomination panel selected by the Extension Board from current Extension Board members and other residents of the County will coordinate the nomination process and make recommendations to the County. To encourage the public to serve on the Extension Board, the County will announce the opportunity to serve by providing notice of any vacancies through those methods of public notice which may include, without limitation: advertising in newspapers of general circulation, by contacting Program participants, by promoting through social media channels, and by receiving recommendations from the existing Extension Board. Such membership appointment processes shall comply with Neb. Rev. Stat. §§ 84-1408 through 84-1414, as amended, and any other applicable public meetings laws. The Extension Board shall complete its nomination process by November 15th of each year, and the appointments shall be made by the County Board no later than the last scheduled County Board meeting of the calendar year.

In making their appointments, the County shall consider the following criteria for balance in representation: geographic location, program interest, leadership potential, and diversity. For the purposes of this Section, the Parties understand that Nebraska Extension, from time to time, is subject to a civil rights compliance review by the National Institute of Food and Agriculture (NIFA), a federal agency within the United States Department of Agriculture (USDA). As part of that compliance review, NIFA ensures that Nebraska Extension complies with Title VI and Title VII of the Civil Rights Act of 1964, as amended. As such, for the purposes of this section, diversity shall be defined to include individual differences, including individuals' personalities, learning styles, and life experiences, as well as group differences, including individuals' cultural, political or other affiliations. When appointing members to the Extension Board, the Parties will use their best efforts to achieve diverse board membership and seek out candidates in federally recognized protected categories such as race, color, national origin, gender, religion, age, disability, and citizenship status.

The Parties agree one liaison of the County Board may be appointed to the Extension Board as non-voting members.

5. **General Liability Insurance; Errors and Omissions.** The County will provide Nebraska Extension with a certificate or other evidence of insurance establishing that the members of the Extension Board are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to Nebraska Extension and the insured County prior to the execution of this Agreement and any renewal thereof. The University will provide the County with evidence of insurance establishing that the employees and administrators of Nebraska Extension are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to the County prior to the execution of this Agreement and any renewal thereof.
6. **Financial Contributions to the Program.** Consistent with Neb. Rev. Stat. §§ 2-1606 or 2-1607, as applicable, the Extension Board will finalize a budget for the Program on behalf of the County. The Extension Board and Nebraska Extension will work together in good faith prior to the start of each Fiscal Year (July 1st through June 30th) to assess the Program's goals, objectives and needs and to determine an appropriate budget based on those goals, objectives and needs. Nebraska Extension will develop a staffing plan that takes into consideration the usual needs and available resources of the Program. This staffing plan, and the salary and benefits contributed by Nebraska Extension in providing that staffing, will be considered and given deference in setting the budget. Except as otherwise addressed by Paragraph 9(f) below, the County will support this staffing plan by budgeting and providing a fixed amount of funds each year for Nebraska Extension personnel expenses. Nebraska Extension will determine how to best allocate these funds when staffing personnel to support the Program. If the Counties seek the addition of other staff members or want to expand the scope of the services provided by the Program, the Counties recognize and acknowledge that this will require additional funding from them. Each County and Nebraska Extension will be responsible for obtaining approval of their proposed contributions in accordance with their own internal policies and processes. Any other financial sources legally available to fund the Program, such as grants or gifts, also may be used to fund the undertakings of Nebraska Extension and/or the County.
7. **Open Meetings Laws.** The activities of the Extension Board will be conducted in conformity with Neb. Rev. Stat. §§ 84-1408 through 84-1414, and any other applicable public meetings laws.
8. **Program Staff.** Nebraska Extension agrees to provide Extension Educators in a manner consistent with its staffing plan and resources and to employ those staff members pursuant to the terms and conditions of the employment established by Nebraska Extension. The County agrees to provide necessary funding for Nebraska Extension to employ Extension Assistants/Associates and support and clerical staff for the Program.
9. **County Responsibilities.** The Extension Board, on behalf of the County, will be responsible for performing the following:

- a. Develop Program goals, objectives, and needs.
- b. Evaluate the Program's ability to meet defined objectives and engage in strategic planning in order to facilitate improvements.
- c. Provide recommendations and other input to Nebraska Extension regarding the placement (including participation in any interview process conducted by Nebraska Extension), evaluation, job descriptions and duties, and termination of Nebraska Extension employees providing extension services to the County pursuant to this Agreement.
- d. Provide Nebraska Extension with the facilities, services, and equipment necessary to perform and achieve Program objectives, including without limitation general maintenance, utilities, office supplies, phone service, Internet, office equipment, travel expenses, and other items necessary to utilize those facilities and equipment. These expenses shall be included in the annual budget presented to the County.
- e. Provide to Nebraska Extension the annual County extension financial report filed with the County Clerk.
- f. Provide necessary funding to Nebraska Extension for its employment of Extension Assistants/Associates, and support and clerical staff for the Program.
- g. Such other responsibilities as the Parties hereto may mutually agree.

10. **Nebraska Extension Obligations.** The University, through Nebraska Extension, will be responsible for performing the following:

- a. Employ Extension Educators, Extension Assistants/Associates and support and clerical staff in numbers and with the qualifications considered by Nebraska Extension to best serve the needs of the Program, taking into consideration the Extension Board's Program design and budget. These Extension Educators, Extension Assistants/Associates, and support and clerical staff shall be employed by the University and shall be subject to the terms and conditions of employment established by the University through its personnel policies and practices. No employment relationship of any kind will be formed or exist between these University employees and the County. The University will provide these employees with: (1) reasonable professional development and continuing education experience when such opportunities benefit the Program; (2) access to and support from University programs, information and resources, belonging to the University of Nebraska, which it deems necessary and feasible to serve the Program goals and objectives; and (3) assistance from its Engagement Zone Coordinators with the administration of this Agreement and to act as a liaison between the Extension Board and Nebraska Extension.

b. Appoint one (1) Extension Educator to serve as the primary Lead Educator. The Lead Educator role will be responsible for:

- i. Providing input and advice to the Extension Board on programming, budget, and personnel matters.
- ii. Providing administrative support to the Extension Board.
- iii. Contributing to Program coordination.
- iv. Supervising the Extension Assistants/Associates, and support and clerical staff assigned to the Program and/or delegating such supervisory roles.
- v. Assisting in the establishment of the advisory committees provided for under the Bylaws of the Extension Board.
- vi. Such other responsibilities as the Parties hereto may mutually agree.

11. **Inability to Provide University Personnel.** The Parties recognize that in certain instances, including but not limited to budget constraints, reassignment, retirement, or other termination of employment, the University may not be able to supply Extension Educators, Extension Associates, Extension Assistants or support and clerical staff for the entire Term of this Agreement. The County agrees such absences are acceptable, so long as the University takes reasonable actions to address the need for replacement personnel in such a way as to preserve the integrity of the Extension Board's Program.
12. **Grants and Other Monies Collected.** The County will ensure, prior to the Extension Board's application for grant funds or other similar kinds of restricted gifts, the Extension Board will fully inform Nebraska Extension of the grant and its applications. Prior to submitting any such grant application, Nebraska Extension and the Extension Board will mutually agree upon the use and administration of the funds. The County ultimately shall be responsible, though, for the administration and expenditure of any grant or other monies that are received or collected by the County. Nebraska Extension, in turn, shall be responsible for the administration and expenditure of any grant or other monies that are received or collected by Nebraska Extension or any other unit of the University of Nebraska.
13. **Property Ownership.** Any property, personal or real, acquired for purposes of furthering the goals and objectives of the Program, will be owned by the entity contributing the funds for the purchase of the property. Should more than one entity contribute to the purchase of the property, then the property will be owned by the contributor in proportion to the contribution.
14. **Termination.** This Agreement may be terminated at any time, with or without cause, upon no less than 120 calendar days prior written notice, given to all Parties. Notwithstanding the foregoing, should the vote of the County made in accordance with Neb. Rev. Stat. § 2-1604 require that no appropriation be made for the Program, then this Agreement will terminate commensurate with the date the appropriation ceases to exist. Should this Agreement be terminated in any manner for any reason, any property dedicated to the Program will be returned to the entity owning such property. In those instances where one or more entity owns the property, unless the Parties agree otherwise, the property will be sold in a commercially reasonable manner of disposition, and the owners will share the sale proceeds according to their respective ratios of ownership.

15. **Employment Discrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as well as other state and federal law, they will not 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 privileges of employment because of the race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any other legally protected characteristic of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
16. **Compliance with the Law.** The Parties hereto agree to comply with any and all laws, rules and regulations, whether local, state or federal, required in the administration and execution of the terms and provisions of this Agreement.
17. **Reciprocal Indemnification.** The County will save and hold harmless the University and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise from each county's respective operations, activities and obligations, including the acts or omissions of its County Board, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the University. To the extent permitted by Nebraska law, the University will save and hold harmless the County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise out of the University's operations, activities and obligations, including the acts or omissions of its Board of Regents, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the County. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, the State Tort Claims Act, or other applicable provisions of law.
18. **Drug Free Policy.** The University assures the County that the University has established and maintains a drug free workplace policy.
19. **Unavailability of Funding Language.** Due to possible future reductions including but not limited to County, State and/or Federal appropriations, the County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the County may terminate the Agreement or reduce the consideration upon 120 days' advance notice in writing to University. The notice shall be delivered by certified mail, return receipt requested. The County shall be the final authorities as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice. Reduction of consideration shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, the University may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the County.

20. **Work Status Verification.** The Parties and any of their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
22. **Waiver.** The failure of any Party to this Agreement to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party to this Agreement, which it is not obligated to do hereunder, shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
23. **Assignment.** No Party may assign its rights under this Agreement without the express prior written consent of the other Party. An assignment without such prior written consent shall be a material breach of this Agreement.
24. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
25. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
26. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
27. **Applicable Law and Venue.** Nebraska law will govern the terms and the performance under this Agreement. Venue for any legal proceeding under this Agreement shall be in Lancaster County, Nebraska.

28. **Authority.** The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing board, committee, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.
29. **Notice.** Whenever notice may be required under this Agreement, such notice will be deemed to have been duly given, served and delivered, when mailed by certified mail, postage prepaid, addressed to:

University of Nebraska
Cooperative Extension
211 Ag Hall
Lincoln, NE 68583

[Insert County]
[Address]
[Address]

or such other address as such Party provides in writing to the other Party subsequent to the execution of this Agreement by certified mail, postage prepaid.

30. **Use of Name or Intellectual Property.** The County 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. The County 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 Extension Board business.
31. **Damage to University Property.** Notwithstanding anything in this Agreement to the contrary, the County shall be solely responsible for all costs and expenses to return University property to the condition existing as of the effective date of this Agreement. The County shall immediately give notice in writing of the occurrence of any damage to University property.
32. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. This Agreement does not create a separate legal entity under the Nebraska Interlocal Cooperation Act. The Parties affirmatively disclaim any intent to form such relationship. The Parties agree that there are no intended or unintended third-party beneficiaries of this Agreement, and that this Agreement is solely for the benefit of the Parties hereto.
33. **Fair Labor Standards.** Pursuant to Nebraska Revised Statutes § 73-102, the County states it complies with, and will continue to comply with, fair labor standards in the pursuit of its

business and in the execution of the Agreement and that fair labor standards shall be maintained for the term of the Agreement.

34. **Equal Opportunity [intentionally bolded].** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
35. **Confidentiality.** The Parties acknowledge they may disclose certain confidential or proprietary information (the “Confidential Information”) to each other during the course of this Agreement. The Parties will use such Confidential Information solely for the purpose for which it is provided and will not, except as required by law or agreed to by the other party, disclose such Confidential Information to any third party. The provisions of this Section shall survive any termination or expiration of this Agreement.
36. **Dispute Resolution.** Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
37. **Joint Work Product.** This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
38. **Public Benefits.** With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.
39. **Right to Audit.** The University shall establish a reasonable accounting system, which enables ready identification of the University’s cost of goods/services and use of funds. Upon thirty (30) days written notice to the University, the County may audit the University’s records any time before three (3) years after final payment to verify the County’s payment obligation and use of County funds. This right to audit shall include other agencies or subcontractors in which good or services are subcontracted by the University. The University shall insure the County has these rights with the other agencies and subcontractors.

40. **Miscellaneous.** The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing directly below their signatures.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

[INSERT COUNTY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Interlocal Agreement for the Provision of
Cooperative Extension Services**

[Extension Assistants/Associates and County Support Staff Model]

This Agreement is made and entered into on this ___ day of _____, 202__, by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), the undersigned _____ **County Board of Commissioners/Supervisors** (“County Board”), on behalf of _____ County, Nebraska (“County”, whether one or more) (collectively, the “Parties”).

WHEREAS, the Smith-Lever Act of 1914 (7 U.S.C. § 342 et seq.) makes certain provisions for cooperative extension services applicable to such services in the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. § 2-1601 et seq. authorizes the County Extension Board (“Extension Board”), a governing board created and appointed by the County as explained below, to furnish such services in conjunction and cooperation with Nebraska Extension; and

WHEREAS, Neb. Rev. Stat. § 13-801 et seq. (the "Nebraska Interlocal Cooperation Act") further authorizes the Parties hereto to unite their efforts and resources to accomplish the intent of this Agreement; and

WHEREAS, the undersigned Parties wish to unite their efforts and resources to provide to the residents of the County cooperative extension services in a climate of mutual respect giving due consideration to the needs of all Parties, said services to include, but not be limited to, programs supporting Agriculture and Natural Resources; Family and Consumer Sciences; 4-H and Youth; and Community Resource and Economic Development.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants hereinafter expressed, the Parties agree as follows:

1. **Term and Renewals.** This Agreement will be effective _____ (“Effective Date”), for a term of five (5) years (the “Initial Term”) and shall automatically renew for up to one (1) additional five-year term (“Renewal Term”), unless terminated as otherwise provided for in this Agreement. Upon written agreement of the Parties, the Agreement may be extended beyond the Initial and Renewal Terms in writing upon the mutual agreement of the Parties for additional terms. The Initial Term and Renewal Terms are collectively referred to herein as the “Term.”
2. **Purpose.** The purpose of this Agreement is to allocate responsibilities between the Parties regarding the administration of the Nebraska Extension education program (“Program”) in the County. The Program’s mission is to “Help Nebraskans enhance their lives through research-based education.” Extension professionals located in Nebraska’s counties fulfill this mission

statement and support the Program by building strong local relationships, engaging with Nebraskans on critical issues and opportunities, and bringing the knowledge and expertise of the University of Nebraska to generate valuable solutions and positive impact to Nebraskans. The Parties agree that Nebraska Extension's partnership with county governments across the State is critical to achieving the Parties' mutual interest of growing the capacity of Nebraskans and the State.

3. **Applicable Law.** This Agreement is entered into pursuant to and governed by the laws of the State of Nebraska, and in particular under the authority of Neb. Rev. Stat. §2-1601 et seq. and the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., and should be construed in conformity with those provisions.
4. **Administration.** Except as more specifically described herein, this Agreement will be administered by the Extension Board (organized and operated pursuant to Neb. Rev. Stat. § 2-1601 et seq.) on behalf of the County and the Engagement Zone Coordinators of Nebraska Extension on behalf of the University. After consideration of any recommendations or input received from Nebraska Extension, the members of the Extension Board will be appointed by the County.

Interested potential candidates will be identified through an open nomination process. A nomination panel selected by the Extension Board from current Extension Board members and other residents of the County will coordinate the nomination process and make recommendations to the County. To encourage the public to serve on the Extension Board, the County will announce the opportunity to serve by providing notice of any vacancies through those methods of public notice which may include, without limitation: advertising in newspapers of general circulation, by contacting Program participants, by promoting through social media channels, and by receiving recommendations from the existing Extension Board. Such membership appointment processes shall comply with Neb. Rev. Stat. §§ 84-1408 through 84-1414, as amended, and any other applicable public meetings laws. The Extension Board shall complete its nomination process by November 15th of each year, and the appointments shall be made by the County Board no later than the last scheduled County Board meeting of the calendar year.

In making their appointments, the County shall consider the following criteria for balance in representation: geographic location, program interest, leadership potential, and diversity. For the purposes of this Section, the Parties understand that Nebraska Extension, from time to time, is subject to a civil rights compliance review by the National Institute of Food and Agriculture (NIFA), a federal agency within the United States Department of Agriculture (USDA). As part of that compliance review, NIFA ensures that Nebraska Extension complies with Title VI and Title VII of the Civil Rights Act of 1964, as amended. As such, for the purposes of this section, diversity shall be defined to include individual differences, including individuals' personalities, learning styles, and life experiences, as well as group differences, including individuals' cultural, political or other affiliations. When appointing members to the Extension Board, the Parties will use their best efforts to achieve diverse board membership and seek out candidates in federally recognized protected categories such as race, color, national origin, gender, religion, age, disability, and citizenship status.

The Parties agree one liaison of the County Board may be appointed to the Extension Board as non-voting members.

5. **General Liability Insurance; Errors and Omissions.** The County will provide Nebraska Extension with a certificate or other evidence of insurance establishing that the members of the Extension Board are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to Nebraska Extension and the insured County prior to the execution of this Agreement and any renewal thereof. The University will provide the County with evidence of insurance establishing that the employees and administrators of Nebraska Extension are insured for general liability and for errors and omissions in amounts and with an insurer agreeable to the County prior to the execution of this Agreement and any renewal thereof.
6. **Financial Contributions to the Program.** Consistent with Neb. Rev. Stat. §§ 2-1606 or 2-1607, as applicable, the Extension Board will finalize a budget for the Program on behalf of the County. The Extension Board and Nebraska Extension will work together in good faith prior to the start of each Fiscal Year (July 1st through June 30th) to assess the Program's goals, objectives and needs and to determine an appropriate budget based on those goals, objectives and needs. Nebraska Extension will develop a staffing plan that takes into consideration the usual needs and available resources of the Program. This staffing plan, and the salary and benefits contributed by Nebraska Extension in providing that staffing, will be considered and given deference in setting the budget. If the County seeks the addition of other staff members or want to expand the scope of the services provided by the Program, the County recognizes and acknowledges that this will require additional funding from them. To facilitate the employment of Extension Assistants and Extension Associates by the University using County funds, the Parties agree to adopt a funding model by which the Counties will reimburse the University for the salary and benefits associated with these positions in substantially similar form to Exhibit A, which is attached hereto and incorporated herein. Each County and Nebraska Extension will be responsible for obtaining approval of their proposed contributions in accordance with their own internal policies and processes. Any other financial sources legally available to fund the Program, such as grants or gifts, also may be used to fund the undertakings of Nebraska Extension and/or the County.
7. **Open Meetings Laws.** The activities of the Extension Board will be conducted in conformity with Neb. Rev. Stat. §§ 84-1408 through 84-1414, and any other applicable public meetings laws.
8. **Program Staff.** Nebraska Extension agrees to provide Extension Educators in a manner consistent with its staffing plan and resources and to employ those staff members pursuant to the terms and conditions of the employment established by Nebraska Extension. The County agrees to provide the University with funding to employ Extension Assistants/Associates, and the County agrees to employ support and clerical staff consistent with the terms of this Agreement. The County shall have sole and full discretion in selecting and establishing the terms and conditions of employment for support and clerical staff who perform duties on behalf of the Program, although the County will seek input from the Lead Educator in making

employment decisions regarding those employees. No employment relationship of any kind will be formed or exist between these County employees and the University of Nebraska Extension.

9. **County Responsibilities.** The Extension Board, on behalf of the County, will be responsible for performing the following:
 - a. Develop Program goals, objectives and needs.
 - b. Evaluate the Program's ability to meet defined objectives and engage in strategic planning in order to facilitate improvements.
 - c. Provide recommendations and other input to Nebraska Extension regarding the placement (including participation in any interview process conducted by Nebraska Extension), evaluation, job descriptions and duties, and termination of Nebraska Extension employees providing extension services to the County pursuant to this Agreement.
 - d. Provide Nebraska Extension with the facilities, services, and equipment necessary to perform and achieve Program objectives, including without limitation general maintenance, utilities, office supplies, phone service, Internet, office equipment, travel expenses, and other items necessary to utilize those facilities and equipment. These expenses shall be included in the annual budget presented to the County.
 - e. Provide to Nebraska Extension the annual County extension financial report filed with the County Clerk.
 - f. Provide funding to the University to employ Extension Assistants/Associates to the Program.
 - g. Provide necessary support and clerical staff to the Program.
 - h. Such other responsibilities as the Parties hereto may mutually agree.
10. **Nebraska Extension Obligations.** The University, through Nebraska Extension, will be responsible for performing the following:
 - a. Provide Extension Educators in numbers and with the qualifications considered by Nebraska Extension to best serve the needs of the Program, taking into consideration the Extension Board's Program design and budget. Extension Educators and Extension Assistants/Associates shall be employed by the University and shall be subject to the terms and conditions of employment established by the University through its personnel policies and practices. No employment relationship of any kind will be formed or exist between these University employees and the County. The University will provide these employees with: (1) reasonable professional development and continuing education experience when such opportunities benefit the Program; (2)

access to and support from University programs, information and resources, belonging to the University of Nebraska, which it deems necessary and feasible to serve the Program goals and objectives; and (3) assistance from its Engagement Zone Coordinators with the administration of this Agreement and to act as a liaison between the Extension Board and Nebraska Extension.

b. Appoint one (1) Extension Educator to serve as the primary Lead Educator. The Lead Educator role will be responsible for:

- i. Providing input and advice to the Extension Board on programming, budget, and personnel matters.
- ii. Providing administrative support to the Extension Board.
- iii. Contributing to Program coordination.
- iv. Supervising the University Extension Assistants/Associates assigned to the Program.
- v. Offering input on matters relating to the employment of any County employee assigned to the Program, such as input on setting goals and evaluating performance.
- vi. Assisting in the establishment of the advisory committees provided for under the Bylaws of the Extension Board.
- vii. Such other responsibilities as the Parties hereto may mutually agree.

11. **Inability to Provide University Personnel.** The Parties recognize that in certain instances, including but not limited to budget constraints, reassignment, retirement, or other termination of employment, the University may not be able to supply Extension Educators for the entire Term of this Agreement. The County agrees such absences are acceptable, so long as the University takes reasonable actions to address the need for replacement personnel in such a way as to preserve the integrity of the Extension Board's Program.
12. **Grants and Other Monies Collected.** The County will ensure, prior to the Extension Board's application for grant funds or other similar kinds of restricted gifts, the Extension Board will fully inform Nebraska Extension of the grant and its applications. Prior to submitting any such grant application, Nebraska Extension and the Extension Board will mutually agree upon the use and administration of the funds. The County ultimately shall be responsible, though, for the administration and expenditure of any grant or other monies that are received or collected by the County. Nebraska Extension, in turn, shall be responsible for the administration and expenditure of any grant or other monies that are received or collected by Nebraska Extension or any other unit of the University of Nebraska.
13. **Property Ownership.** Any property, personal or real, acquired for purposes of furthering the goals and objectives of the Program, will be owned by the entity contributing the funds for the purchase of the property. Should more than one entity contribute to the purchase of the property, then the property will be owned by the contributor in proportion to the contribution.
14. **Termination.** This Agreement may be terminated at any time, with or without cause, upon no less than 120 calendar days prior written notice, given to all Parties. Notwithstanding the

foregoing, should the vote of the County made in accordance with Neb. Rev. Stat. § 2-1604 require that no appropriation be made for the Program, then this Agreement will terminate commensurate with the date the appropriation ceases to exist. Should this Agreement be terminated in any manner for any reason, any property dedicated to the Program will be returned to the entity owning such property. In those instances where one or more entity owns the property, unless the Parties agree otherwise, the property will be sold in a commercially reasonable manner of disposition, and the owners will share the sale proceeds according to their respective ratios of ownership.

15. **Employment Discrimination.** The Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as well as other state and federal law, they will not 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 privileges of employment because of the race, color, religion, sex, national origin, age, disability, marital status, pregnancy, or any other legally protected characteristic of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
16. **Compliance with the Law.** The Parties hereto agree to comply with any and all laws, rules and regulations, whether local, state or federal, required in the administration and execution of the terms and provisions of this Agreement.
17. **Reciprocal Indemnification.** The County will save and hold harmless the University and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise from each county's respective operations, activities and obligations, including the acts or omissions of its County Board, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the University. To the extent permitted by Nebraska law, the University will save and hold harmless the County and its individual officers and employees from any and all claims and liabilities of whatever nature which may arise out of the University's operations, activities and obligations, including the acts or omissions of its Board of Regents, officers, employees, agents or other representatives; provided, however, said indemnification will not extend to any negligence attributable to the County. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, the State Tort Claims Act, or other applicable provisions of law.
18. **Drug Free Policy.** The University assures the County that the University has established and maintains a drug free workplace policy.
19. **Unavailability of Funding Language.** Due to possible future reductions including but not limited to County, State and/or Federal appropriations, the County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the County may terminate the Agreement

or reduce the consideration upon 120 days' advance notice in writing to University. The notice shall be delivered by certified mail, return receipt requested. The County shall be the final authorities as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice. Reduction of consideration shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, the University may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the County.

20. **Work Status Verification.** The Parties and any of their subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.
21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.
22. **Waiver.** The failure of any Party to this Agreement to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by any Party to this Agreement, which it is not obligated to do hereunder, shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.
23. **Assignment.** No Party may assign its rights under this Agreement without the express prior written consent of the other Party. An assignment without such prior written consent shall be a material breach of this Agreement.
24. **Successors and Assigns Bound by Covenants.** All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the Parties hereto and extend to and bind the legal representatives, successors, and assigns of the respective Parties hereto.
25. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee, or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.
26. **Amendments.** This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of

this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective.

27. **Applicable Law and Venue.** Nebraska law will govern the terms and the performance under this Agreement. Venue for any legal proceeding under this Agreement shall be in Lancaster County, Nebraska.
28. **Authority.** The undersigned represent that each has the authority to bind the respective public body to this Agreement and that any and all actions on the part of any governing board, committee, or officer has been taken to authorize the execution of this Agreement. The undersigned further warrant that this Agreement does not conflict with the terms of any other contract to which it is bound or any Constitution, Bylaws or other document governing the activities of the respective Parties.
29. **Notice.** Whenever notice may be required under this Agreement, such notice will be deemed to have been duly given, served and delivered, when mailed by certified mail, postage prepaid, addressed to:

University of Nebraska
Cooperative Extension
211 Ag Hall
Lincoln, NE 68583

[Insert County]
[Address]
[Address]

or such other address as such Party provides in writing to the other Party subsequent to the execution of this Agreement by certified mail, postage prepaid.

30. **Use of Name or Intellectual Property.** The County 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. The County 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 Extension Board business.
31. **Damage to University Property.** Notwithstanding anything in this Agreement to the contrary, the County shall be solely responsible for all costs and expenses to return University property to the condition existing as of the effective date of this Agreement. The County shall immediately give notice in writing of the occurrence of any damage to University property.
32. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. This Agreement does not create a separate legal entity under the Nebraska Interlocal Cooperation Act. The Parties affirmatively disclaim any intent to form such

relationship. The Parties agree that there are no intended or unintended third-party beneficiaries of this Agreement, and that this Agreement is solely for the benefit of the Parties hereto.

33. **Fair Labor Standards.** Pursuant to Nebraska Revised Statutes § 73-102, the County states it complies with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Agreement and that fair labor standards shall be maintained for the term of the Agreement.
34. **Equal Opportunity [intentionally bolded].** The Parties shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
35. **Confidentiality.** The Parties acknowledge they may disclose certain confidential or proprietary information (the “Confidential Information”) to each other during the course of this Agreement. The Parties will use such Confidential Information solely for the purpose for which it is provided and will not, except as required by law or agreed to by the other party, disclose such Confidential Information to any third party. The provisions of this Section shall survive any termination or expiration of this Agreement.
36. **Dispute Resolution.** Any dispute which, in the judgment of a Party to this Agreement, may affect the performance of such Party shall be reduced to writing and delivered to the other Party. As soon as possible thereafter, the Parties authorized representatives shall schedule a meeting to resolve the dispute in a mutually satisfactory manner. Prior to the institution of any formal legal proceeding, the Parties must meet in this manner to resolve the dispute. This meeting must take place within ten (10) business days after service of the written statement of dispute. During the pendency of negotiations, the Parties shall act in good faith to perform their respective duties described herein.
37. **Joint Work Product.** This Agreement is the joint work product of both Parties; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.
38. **Public Benefits.** With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.
39. **Right to Audit.** The University shall establish a reasonable accounting system, which enables ready identification of the University’s cost of goods/services and use of funds. Upon thirty (30) days written notice to the University, the County may audit the University’s records any

time before three (3) years after final payment to verify the County’s payment obligation and use of County funds. This right to audit shall include other agencies or subcontractors in which good or services are subcontracted by the University. The University shall insure the County has these rights with the other agencies and subcontractors.

- 40. **Miscellaneous.** The section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the Parties. The opening recitals in this Agreement are incorporated into and agreed upon as terms of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates appearing directly below their signatures.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

[INSERT COUNTY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**ADDENDUM TO THE INTERLOCAL AGREEMENT
FOR THE PROVISION OF COOPERATIVE EXTENSION SERVICES**

This Addendum (“Addendum”) supplements the Interlocal Agreement for the Provision of Cooperative Extension Services (“Agreement”) entered into by and between the **Board of Regents of the University of Nebraska** (“University”), for and on behalf of the University of Nebraska-Lincoln Institute of Agriculture and Natural Resources, Cooperative Extension Division (“Nebraska Extension”), and the _____ on behalf of _____ County, Nebraska (“County”), hereinafter collectively referred to as the “Parties”.

Recitals

- A. On or about _____, 20__, the University and the County entered into an interlocal agreement to provide the residents of the County cooperative extension services according to the terms described within the Agreement, including administration of the Nebraska Extension education program (“Program”).
- B. The University and the County now want to supplement their interlocal agreement to foster the services within their Program in the manner set forth within this Addendum.

Terms

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

- 1. **Term.** This Addendum shall remain in effect throughout the duration of the Parties’ underlying Agreement, unless terminated in advance by either Party after giving ninety (90) days advance written notice of the termination. This Addendum also may be terminated or amended as need to comply with any change in the law or funding status that substantially and adversely affects the ability of either Party to fulfill their obligations under this Addendum.
- 2. **Staffing.** Nebraska Extension will provide one full-time equivalent (1.0 FTE) _____ [insert position title] (“Employee”) to be responsible for certain aspects of the Program. This Employee shall be employed by the University, and therefore, subject to the terms and conditions of employment contained within the University’s policies and practices. No employment relationship will be formed nor exist between the Employee and the County. The County, however, may review and offer input on and revisions to the job description for the Employee’s position, a copy of which is attached and incorporated into this Addendum as Exhibit 1. The Program’s Unit Leader shall have primary responsibility for supervising and guiding the Employee and the Program, taking into consideration any input received from the County’s Extension Board as well as any direction received from the Engagement Zone Coordinator. Nebraska Extension will provide the Employee with educational in-service training, professional development opportunities, and opportunities to participate in program-related work teams and

committees to facilitate, enhance and improve the Employee’s skills and programming efforts, as well as the development and delivery of the Program.

3. **Funding.** The funding for this one full-time equivalent (1.0 FTE) position shall be provided by the County, and the County shall reimburse the University for the costs associated with paying the Employee an annual salary and the employer contributions to taxes, workers compensation and unemployment insurance, and employee benefits. The University shall bill the County for these salary and contribution costs on a quarterly basis, and the County shall reimburse the University for those costs within forty-five (45) calendar days after receiving the bill. The County also shall be responsible for budgeting for and providing the office space, office equipment, technology, travel arrangements, and supplies needed for the performance of the Employee’s duties.

4. **Administration.** The Employee will support the Program in a manner that conforms with and adheres to all applicable federal, state and local laws, regulations, rules, and ordinances (including without limitation the Smith-Lever Act of 1914, as amended, as well as all applicable discrimination laws), all applicable policies, rules, guidelines and practices established for such programs by the National Institute of Food and Agriculture on behalf of the United States Department of Agriculture (USDA), and all applicable policies, rules and practices of the University.

5. **Authority.** Each signatory to this Addendum warrants and represents that they are authorized to execute this Addendum on behalf of the Party that they represent and to bind that Party to the terms of this Addendum.

In witness of this Addendum, authorized representatives of each Party have executed it below on the date indicated.

BOARD OF REGENTS OF
THE UNIVERSITY OF NEBRASKA
ON BEHALF OF THE INSTITUTE OF
AGRICULTURE AND NATURAL RESOURCES,
COOPERATIVE EXTENSION DIVISION

[INSERT COUNTY]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

[Insert Job Description for Position]

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

Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Approval of acquisition of properties located at 4524 Farnam Street and 4602 Farnam Street, Omaha, NE 68132

RECOMMENDED ACTION: Approve the acquisition of the property located at 4524 Farnam Street and 4602 Farnam Street, Omaha, NE 68132 for the University of Nebraska Medical Center

PREVIOUS ACTION: None

EXPLANATION: In support of UNMC campus master plan, Facilities Management & Planning continues to work with nearby property owners in acquiring parcels critical to UNMC expansion. The following parcels are adjacent to the UNMC campus and are critical to maximizing future development opportunities and flexibility.

Legal Descriptions of Properties

4524 Farnam Street: BRIGGS PLACE LOT 20 BLOCK 9 ½ VAC ALLEY ADJ &

4602 Farnam Street: BRIGGS PLACE LOT 28 BLOCK 8 ½ VAC ALLEY & LTS 26 27 & 136 X 143

4524 Farnam Street currently includes a two-story building consisting of 3,114 square feet. This building is being leased by Rathskeller Bier Haus, LLC, with a current lease expiration date of May 31, 2031. 4602 Farnam Street is included within the aforementioned lease and exists as a parking lot currently used by the building occupant and its customers.

An appraisal and environmental assessment were completed on these parcels.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$2,450,000

ON-GOING FISCAL IMPACT:

Income to be received by UNMC based on existing rent schedule is as follows (using projected close date of April 30, 2021):

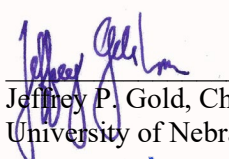
<u>Date</u>	<u>Monthly</u>	<u>Annual</u>
5/1/21-5/31/21	\$4,811.13	\$4,811.13
6/1/21-5/31/22	\$4,953.85	\$59,446.20
6/1/22-5/31/23	\$5,102.47	\$61,229.64
6/1/23-5/31/24	\$5,254.87	\$63,058.44
6/1/24-5/31/25	\$5,410.57	\$64,926.84
6/1/25-5/31/26	\$5,576.65	\$66,919.80
6/1/26-5/31/27	\$5,742.73	\$68,912.76
6/1/27-5/31/28	\$5,914.00	\$70,968.00

6/1/28-5/31/29	\$6,090.46	\$73,085.52
6/1/29-5/31/30	\$6,273.17	\$75,278.04
6/1/30-5/31/31	\$6,461.37	<u>\$77,536.44</u>
TOTAL		\$686,172.81


The existing lease agreement also dictates that tenant shall reimburse landlord for 100% of total real estate and property insurance expenses for both properties. All other operating expenses, including lawn care, landscaping, snow removal, and parking lot maintenance are to be contracted by and paid for by tenant.

SOURCE OF FUNDS: Campus Reserves

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

RECOMMENDED: 

 Jeffrey P. Gold, Chancellor
 University of Nebraska Medical Center



 Walter E. Carter, President
 University of Nebraska

DATE: March 5, 2021

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

Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Approve up to \$5.0 million from the University's Internal Loan Program

RECOMMENDED ACTION: Approve up to \$5.0 million from the University's Internal Loan Program to implement high priority critical planning and engineering support efforts for an RFQ/RFP for the Central Utility Plant, West Utility Plant and upgrades for the Building Management System to evaluate capacity increase needs, improve reliability, and address high priority needs to meet campus growth and provide increased cyber security protection of multiple building systems.

PREVIOUS ACTION: None

EXPLANATION: UNMC is on the verge of a major campus expansion with growth driven by Project NExT and the regional site development west of Saddle Creek Road.

In order to meet demand, planning and site design of a West Utility Plant to support expansion is required to start in early 2021. Due to regulation requirements for meeting environmental and air quality schedules and deadlines, delay in design could stall completion of the plant in order to meet demand during construction of the campus growth. Funds will be utilized to determine site location and the preferred layout for the plant to meet the Campus Master Plan, and to generate a RFQ/RFP to select a potential partner to design, own and manage the utility system.

UNMC also experienced a cyber incident in 2020 that uncovered an immediate need to upgrade the Building Management System front-end software to Version 5.0 to allow for improved cyber protection to the IT infrastructure. After 6 months, UNMC continues to restore the system to original use and functionality. This project will include as built drawings and documentation of the campus operational technology architecture in preparation of the NExT project. This project is the highest of priorities.

Following is a summary of the estimates for the projects:

1. New West Utility Plant Planning and Engineering Support for an RFQ/RFP to Design, Own, Manage and Operate the UNMC Utility System. Cost \$1,885,000
2. Upgrade Software and Graphics for the Siemens Building Control System. Cost \$1,600,000
3. Upgrade the Controls in Several Buildings on Campus. Cost \$1,478,469

To move forward and fund these critical projects UNMC facilities team

intends to borrow up to \$5.0 million from the University's Internal Loan Program.

The University's Internal Lending Program Policies (Executive Memorandum No. 35) require any loans with a par amount of \$5.0 million or more to be approved by the Board of Regents.

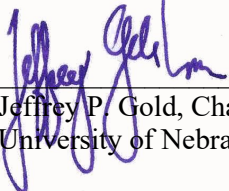
This proposal has been reviewed by the Executive Committee of the Board of Regents.

PROJECT COST: Up to \$5.0 million

SOURCES OF FUNDS: Internal loan will be paid from purchased utility accounts and energy savings

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-B-9
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Amended and Restated Institutional Affiliation Agreement for the College of Medicine and Children's Hospital & Medical Center

RECOMMENDED ACTION: Approve the Amended and Restated Institutional Affiliation Agreement between the University, on behalf of the University of Nebraska Medical Center's College of Medicine, and Children's Hospital & Medical Center.

PREVIOUS ACTION: None

EXPLANATION: The University, on behalf of the University of Nebraska Medical Center's College of Medicine, and Children's Hospital & Medical Center entered into an Institutional Affiliation Agreement on September 6, 2007 to establish an affiliation between the two institutions for pediatric medical care, education, and research. The two institutions wish to enter into the Amended and Restated Institutional Affiliation Agreement to update the terms of the affiliation between the institutions. The institutions also wish to update the bylaws for Nebraska Pediatric Practice d/b/a Children's Specialty Practice, of which the Board of Regents and Children's is each a member.

Section 6.4 of the *Bylaws of the Board of Regents* of the University of Nebraska provides that the Board of Regents shall approve all contracts involving any University function unless otherwise delegated. *Board of Regents Policy* RP-6.3.1, Subsection 4(e), delegates authority to the President "to approve and execute any contract of any nature, not otherwise described in Section 6.3.1, subsection 4; provided that the contract does not exceed \$5,000,000 in the aggregate over the term of the contract."

Article II, Section 7 of the Nebraska Pediatric Practice Bylaws provides that the members retain certain powers, including the power to approve or refusal to approve an amendment to the bylaws.

The current institutional affiliation agreement and the bylaws of the Children's Specialty Practice need to be updated to reflect current practices; further, the amount received by the University under the restated agreement will exceed \$5 million.

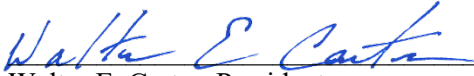
The University, on behalf of the University Nebraska Medical Center's College of Medicine, is requesting Board approval of the Amended and Restated Institutional Affiliation Agreement and its appendices, including the Nebraska Pediatric Practice d/b/a Children's Specialty Practice bylaws, all of which are attached to this agenda item.

PROJECT COST: Not Applicable

SOURCE OF FUNDS: Not Applicable

ESTIMATED RECEIPTS: Approximately \$75,000,000 over the five year term

SPONSOR: Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska

DATE: March 5, 2021

AMENDED AND RESTATED
INSTITUTIONAL AFFILIATION AGREEMENT

This Amended and Restated Institutional Affiliation Agreement, including all Exhibits and Appendices ("IAA") is entered into this ____ day of _____, 2021, ("Effective Date") between the Board of Regents of the University of Nebraska, a public body corporate ("Board of Regents") and Children's Hospital & Medical Center, a Nebraska nonprofit corporation ("Children's"), collectively referred to as "Institutions" or as the "Parties".

Children's and the Board of Regents, acting through the University of Nebraska Medical Center ("UNMC") one of its administrative units, have historically worked successfully together to provide pediatric medical care, education and research and are parties to numerous existing agreements, including an Affiliation Agreement for Clinical Education at Affiliated Institution which has been extended through June 30, 2021 and the Institutional Affiliation Agreement dated September 6, 2007 (the "Original IAA" and such date, the "Original Effective Date"). This IAA amends and restates the Original IAA.

The Parties agree that the Members' Agreement dated June 30, 2008, as amended by Amendment #1 dated July 10, 2018 ("MA"), is hereby terminated. Relevant remaining provisions from the Members' Agreement are hereby incorporated into the body of this Agreement or Appendix B, hereto.

With the execution of this IAA, the Parties intend to build upon their historical working relationship and the substantial strengths of both Institutions.

1. **Guiding Principles.** The IAA has been formulated within the framework of certain guiding principles ("Guiding Principles"):
 - a. Affiliation is in the best interest of the health of children in Nebraska and the Heartland Region and also is the best strategy for both Institutions to advance their respective pediatric missions.
 - b. Affiliation assures access in Nebraska and the Heartland to cost-effective, state-of-the-art quality, pediatric specialty and subspecialty care, medical education and research.
 - c. Children's and UNMC recognize that through this affiliation, each Institution will enhance its charitable mission and meet its obligations to provide service to all children subject to applicable financial constraints.
 - d. Children's and UNMC intend to commit necessary resources to support pediatric clinical, teaching and research program development.

2. **Certain Definitions.** The Parties agree that, in addition to other terms defined in this IAA, the following terms shall have the following meanings, unless the context otherwise clearly requires:
- a. **Academic Matters.** All matters specifically related to education and research.
 - b. **Appendix A.** The principles for education and research agreed to by Children's and UNMC which is Appendix A to the IAA.
 - c. **Children's Medical Executive Committee.** The Executive Committee of the Children's Medical Staff.
 - d. **Children's Medical Staff.** The organized medical staff of Children's.
 - e. **Children's Medical Staff Organizational Documents.** The bylaws, rules, regulations, and policies of the Children's Medical Staff as amended from time to time.
 - f. **Children's Physician-in-Chief.** The Physician-in-Chief at Children's is the Executive Vice President, Chief Clinical Officer and Physician-in-Chief.
 - g. **Clinical Service.** A focused area of pediatric practice.
 - h. **Community Physicians.** Physicians practicing in the Heartland Region who are not employed by either Children's or UNMC.
 - i. **CSP.** Nebraska Pediatric Practice, Inc. d/b/a Children's Specialty Physicians, which is the pediatric practice plan for Children's and UNMC, consistent with the provisions of the University of Nebraska College of Medicine Medical Services Plan. The purpose for creation of the pediatric plan was to clinically and financially integrate the medical practices of pediatric physicians who are employed by both Parties.
 - j. **CSP Bylaws.** The Amended and Restated Bylaws of CSP, as may be amended.
 - k. **Heartland Region and/or the Heartland.** A geographic region generally including Nebraska and the contiguous states of Iowa, Kansas, Missouri and South Dakota.
 - l. **HIPAA.** The Health Insurance Portability and Accountability Act of 1996.
 - m. **HITECH.** The Health Information Technology for Economic and Clinical Health Act.
 - n. **Patient Care.** Those activities directly related to the care of patients, including hospital-based, outpatient, and home health services.

- o. **Physician Directors.** The Physician Directors, as such term is defined in the CSP Bylaws.
- p. **RRC Guidelines.** The Guidelines of the Residency Review Committee.
- q. **UNMC-COM Chair – Pediatrics.** Chair of the UNMC-College of Medicine (“COM”) Department of Pediatrics.
- r. **TJC.** The Joint Commission.
- s. **UNMC-COM.** The University of Nebraska Medical Center, College of Medicine.
- t. **UNMC-COM Chairs.** Department Chairs of UNMC-COM, other than the UNMC-COM Chair – Pediatrics.
- u. **UNMC-COM Dean or the Dean.** The Dean of the UNMC-COM.
- v. **UNMC-COM Faculty.** Faculty members of UNMC-COM.
- w. **UNMC-COM Medical Service Plan.** The Board of Regents approved UNMC-COM Medical Service Plan which states that generally, faculty members assigned to the pediatric practice plan will be those members whose practice is more than fifty percent (50%) dedicated to the care of persons under the age of 18.
- x. **UNMC-COM Pediatric Residency and Fellowship Program at Children's.** The teaching rotations of the UNMC-COM Department of Pediatrics that occur at Children's.
- y. **UNMC Resident and Fellow Trainees.** UNMC medical residents and fellows on rotations at Children’s.
- z. **UNMC Student Trainees.** UNMC medical students being taught at Children’s.
- aa. **UNMC Trainees.** UNMC Resident and Fellow Trainees, UNMC Pediatric Trainees, UNMC Student Trainees and other medically related personnel being taught at Children’s.

3. Institutional Responsibilities.

- a. Children's retains responsibility and authority for Patient Care at Children's and UNMC retains responsibility and authority for Academic Matters.
- b. Although Children's is ultimately responsible for Patient Care at Children's and UNMC is ultimately responsible for Academic Matters, it is expected that responsibility for certain aspects of Academic Matters at Children's may be delegated to Children's and that responsibility for certain aspects of Patient Care

may be delegated to UNMC. Accordingly, the Parties will communicate with one another regarding these matters and, without abrogating their ultimate legal responsibility, make mutually acceptable decisions.

4. **Responsibilities of the UNMC Dean and CEO.** The Dean of the UNMC-COM and the Children's President and Chief Executive Officer ("CEO") or their designees, are responsible for implementation of the IAA on behalf of the Parties and accountable respectively to UNMC and Children's. The success of the IAA requires that each position supports the other and maintains a strong collaborative relationship. When appropriate for furtherance of educational and experiential learning at Children's facilities by students of the other UNMC health sciences colleges, and until appropriate affiliation agreements with Children's are executed for those colleges, similar coordination for accountability and responsibility of such students will be maintained by UNMC and Children's respective leadership.
5. **Pediatric Academic Clinical Enterprise Committee.**
 - a. Children's and UNMC-COM will maintain a Pediatric Academic Clinical Enterprise Committee ("PACE") to facilitate aligned strategic planning and coordinated oversight of the Parties' joint pediatric enterprise and matters governed by this IAA.
 - b. PACE will be composed of eight (8) members, four (4) of whom shall be the Dean of the UNMC-COM, the CEO, Children's Physician-in-Chief, and the UNMC-COM Chair– Pediatrics. The CEO will appoint two (2) additional members. The Dean will appoint two (2) additional members, one (1) of whom must be a UNMC-COM Chair from outside the Department of Pediatrics. The CSP Board of Directors will designate two (2) Physician Directors to attend and participate in PACE meetings. Other invited guests to PACE meetings will be subject to the approval of the Dean and CEO, who will serve as the co-chairs of PACE. There will be no limits on the number of terms an individual may serve on PACE.
 - c. PACE will serve as a forum to review, discuss, and advise the Parties on pediatric teaching, research, advocacy and patient care-related issues at UNMC and Children's. Through PACE, the Parties agree to collaborate on matters that may have a material impact on the other Party.
 - d. PACE will serve in an advisory role and will not have binding authority over either Party or interfere with either Party's day-to-day management or operations. The topics on which PACE may advise include the following:
 - 1) Oversee the integrated strategic planning efforts across all missions pursuant to the strategic planning process adopted by the UNMC-COM Dean and CEO or their designees in accordance with paragraph 12(d) of this IAA.

- 2) Identify opportunities for program development and expansion. Children's and UNMC will not discuss pediatric program development with other parties until PACE has provided advice and comment.
- 3) Facilitate adherence to this IAA and serve as an initial forum to attempt to resolve a dispute arising out of or relating to this Agreement, before the dispute resolution process outlined in paragraph 30 of this IAA may be invoked by either Party.
- 4) Provide regular reports to Children's Board of Directors and UNMC leadership.
- 5) Provide advice and recommendations on Patient Care spanning the pediatric clinical enterprise.
- 6) Advise on strategic priorities for CSP.
- 7) Advise the Parties with respect to graduate medical education ("GME"), undergraduate medical education ("UME"), and other collaborative educational programs.
- 8) Recommend joint research activities in collaboration with leadership of the Child Health Research Institute ("CHRI") and in coordination and consultation with the CHRI Director and the CHRI Board, as established under Child Health Research Institute Agreement.
- 9) Oversee academic/mission support funding and provide input into its usage.
- 10) Monitor funds flow arrangements and contracts among Children's, UNMC and CSP.
- 11) Identify and recommend joint philanthropic endeavors.
- 12) Recommend cobranding policies and oversee any cobranded programs.
- 13) Review annually the pediatric UNMC and GME educational program design and funding at Children's and have the opportunity to provide advice and comment on any pediatric UME and/or GME educational program design and funding that UNMC and/or Children's intends to undertake at any of UNMC's and/or Children's affiliated organizations, understanding that such review, advice and comments on the educational program are defined by standards and requirements as specified by the recognized national and state-wide accrediting and certifying bodies.
- 14) Advise on such other matters as requested by the COM Dean and CEO or their designees.

- e. PACE will meet at least quarterly. In addition, either the CEO or the UNMC-COM Dean or their designees may call a special meeting of PACE to consider and advise the Parties with respect to any significant decision that is expected to be made prior to the next regularly scheduled PACE meeting.
- f. PACE may establish and disband such committees, subcommittees or task forces, standing or ad hoc, as it deems appropriate from time to time. Each committee or task force will have a charter approved by PACE that outlines its charge, scope of responsibility, membership, and manner of acting. Unless otherwise changed by PACE, the Parties agree that PACE will establish and maintain:
 - 1) A Pediatric Education Workforce and Finance Task Force to provide advice and recommendations related to pediatric medical education, including size and scope of joint pediatrics GME and UME programs, GME budget and funds flow development and review, GME and UME program infrastructure requirements, curriculum development opportunities, and collaborations with practicing clinicians, understanding that such advice and recommendations on the educational programs are defined by standards and requirements as specified by the recognized national and state-wide accrediting and certifying bodies. Specifically, the work of the Pediatric Education Workforce and Finance Task Force will complement, and not conflict with, the work of the Graduate Medical Education Committee ("GMEC") and will not inhibit the GMEC's ability to execute its responsibilities in accordance with Accreditation Council for Graduate Medical Education and/or other accrediting/certifying bodies requirements.
 - 2) A Pediatric Research Task Force to facilitate joint pediatric research planning and ensure close collaboration between PACE and CHRI, including collaborative research program development, research budget development and review (consistent with CHRI budget review process), development and integration of collaborative studies, and research compliance.

6. Children's Medical Staff and Sharing of Clinical Quality Data.

- a. Children's Medical Staff will remain open with membership and privileges available to Community Physicians and UNMC-COM Faculty physicians in accordance with Children's Medical Staff Organizational Documents.
- b. The Children's Medical Staff will continue to elect Chairs of the Departments of Medicine and Surgery whose primary roles will be credentialing, privileging and peer review issues. Medical staff members, including fulltime UNMC-COM Faculty on the Children's Medical Staff, are eligible for these positions as provided in the Children's Medical Staff Organizational Documents.

- c. Chairs of UNMC-COM Departments shall have access to clinical quality data pertinent to UNMC-COM Faculty practicing at Children's within the framework of the peer review structure of the Children's Medical Staff.
- d. UNMC shall use its best efforts to cause Nebraska Medicine to provide pediatric Division Chiefs, as described in paragraph 10 herein, and members of the Children's Medical Staff access to Nebraska Medicine's clinical quality data pertinent to CSP faculty practicing at UNMC/Nebraska Medicine within the framework of the peer review structure of the Nebraska Medicine Medical Staff. Similarly, UNMC shall use its best efforts to cause Children's to provide pediatric Division Chiefs and members of the Nebraska Medicine's Medical Staff access to Children's clinical quality data pertinent to CSP faculty practicing at Children's within the framework of the peer review structure of the Children's Medicine Medical Staff.

7. UNMC-COM Faculty Status.

- a. Children's and UNMC will support and encourage UNMC-COM Faculty clinical appointments in pediatric programs for Community Physicians.
- b. Appointment, denial or revocation of UNMC-COM Faculty status is an academic decision to be made by UNMC-COM in accordance with applicable policy then in effect.

8. CSP.

- a. Effective as of January 1, 2009 (the "CSP Implementation Date"), the Parties established CSP as the pediatric practice plan for UNMC-COM. Section 1.1 of the Board of Regents approved UNMC-COM Medical Service Plan (MSP), effective as of July 1, 2016, states that generally, faculty members assigned to the pediatric practice plan will be those members (herein referred to as "CSP Faculty") whose practice is more than fifty percent (50%) dedicated to care of persons under the age of 18.
- b. CSP Faculty are concurrently employed by UNMC-COM and CSP. All compensation paid under a physician employment arrangement with a CSP Faculty member will be through a common paymaster established between UNMC and CSP.
- c. Children's and UNMC intend that physician/faculty whose practice is more than fifty percent (50%) dedicated to care of persons under the age of 18 will be employed by CSP. This provision will not apply to existing exceptions regarding specific physicians as well as future mutually agreed upon exceptions for physicians. As per section 1.1 of the MSP, the UNMC-COM Dean has the final discretion to make a faculty assignment to the UNMCP or the CSP entity (Entity A or Entity B, respectively). In the event CSP cannot meet Children's and/or UNMC's

respective staffing requirements that will assure adequate provision of service and quality pediatric care, as reasonably determined by Children's and/or UNMC, and after review by PACE, the Dean of the UNMC-COM and the CEO will mutually agree upon whether Children's and/or UNMC will have the right to obtain the necessary physician services. Any future exceptions that the Dean of the UNMC-COM and the CEO mutually agreed upon will be memorialized in writing and will refer to this paragraph 8.c.

- d. The Parties will collectively ensure that CSP operates in a manner consistent with its Articles of Incorporation and CSP Bylaws as set forth in Appendix C.
- e. The Parties agree that CSP shall be dissolved and its affairs wound up upon the first to occur of the following events:
 - 1) The written consent of the Corporate Members of CSP;
 - 2) Termination of this IAA; or
 - 3) The entry of a decree of judicial dissolution or administrative dissolution under Nebraska law.
- f. In the event of the dissolution of CSP, the Parties shall commence to wind up the affairs of CSP as promptly as possible pursuant to Nebraska non-profit laws. Upon completion and winding up of CSP, the Parties, with assistance of counsel, shall take or cause to be taken such actions as are necessary or reasonable to effectuate the dissolution and termination of CSP under Nebraska non-profit law. In the event such winding up shall contemplate the termination of the Affiliation Agreement for Clinical Education at Affiliated Institution as well as any other clinical education agreement between the Parties, such termination will be consistent with the requirements of applicable accrediting bodies, such that no learner will be adversely affected by such termination or terminations.
- g. Whenever reasonably possible, UNMC will give Children's CEO and Children's Physician in Chief at least 180 days' advance written notice if UNMC intends to make any changes to the Medical Service Plan. If 180 days' notice cannot be provided, then such notice will be given as soon as reasonably possible. In the event that Children's determines that any proposed or approved amendments to the Medical Service Plan materially alter the rights or obligations of CSP, Children's or Physicians subject to a Physician Employment Agreement, Children's in its discretion may submit the matter to dispute resolution pursuant to the provisions of paragraph 30, herein.

9. Programs.

- a. Children's and UNMC will seek to create and maintain:

- 1) quality cost effective centers of excellence, providing health care for children of the Heartland.
 - 2) quality academic experiences for UNMC Resident and Fellow Trainees, UNMC Student Trainees, and other health professionals; and
 - 3) clinical and basic science research in the prevention and treatment of pediatric conditions and disease.
- b. Clinical Services will be delivered in locations which optimize quality, cost effective, state-of-the-art pediatric care and medical education. Decisions regarding Clinical Service delivery will be approved by the Dean and CEO, after consultation with the CSP Board of Directors.

10. Clinical Leadership.

- a. Consistent with the Parties' desire to coordinate and align their shared clinical and academic activities, Children's and UNMC-COM will seek to coordinate accountability and leadership for academic divisions or sections of UNMC-COM with the respective clinical divisions or sections of Children's.
- b. The Parties agree that the role of the UNMC-COM academic division or section chief and the Children's division or section chief will be filled by the same qualified individual (collectively referred to as "Division Chief").
- c. The role of Division Chief is distinct from Children's Medical Staff Department leadership as described in paragraph 6 of this IAA.
- d. Division Chief will be CSP Faculty, except as provided for in paragraph 8(c) of this IAA or otherwise agreed to by the Parties. If the Division Chief position cannot be filled by a CSP Faculty member, the Physician-in-Chief may appoint a qualified individual to serve as the division or section chief at Children's following consultation with the UNMC-COM Dean.
- e. Appointment of Division Chiefs will be made in a timely fashion by mutual agreement of the UNMC-COM Chair of the relevant department and the Children's Physician-in-Chief.

11. Medical Leadership.

- a. The UNMC-COM Chair – Pediatrics and the Children's Physician-in-Chief have unique and distinct responsibilities. The success of the IAA requires that each position support the other and maintain a strong collaborative relationship.

- b. Other UNMC-COM Chairs with UNMC Trainees at Children's will collaborate and coordinate program planning and implementation with the UNMC-COM Chair – Pediatrics and the Children's Physician-in-Chief.

12. Organizational Structure.

- a. Should either the position of the UNMC-COM Dean or Children's CEO become vacant, or be filled by an interim appointee, the remaining incumbent shall serve as a member of the search committee for the open permanent position. The final decision regarding selection of the UNMC-COM Dean will be made by the UNMC Chancellor and approved by the Board of Regents and the final decision regarding selection of the CEO will be made by the Children's Board of Directors.
- b. Children's and UNMC agree to develop mechanisms for cross representation on the search committee or other committee responsible for selection of the UNMC-COM Chair – Pediatrics and the Children's Physician in Chief. The final decision regarding the selection of the UNMC-COM Chair – Pediatrics will remain with the Dean and the final decision regarding the selection of the Children's Physician in Chief will remain with the Children's CEO.
- c. The Parties agree to follow the Recruiting Protocol attached as Appendix D.
- d. The UNMC-COM Dean and CEO or their designees shall develop a formalized annual strategic planning process that considers the recommendations of PACE as set forth in paragraph 5(d)(1) of this IAA and that will result in adoption of an annual strategic plan.

13. Education. Appendix A contains the agreed upon principles between Children's and UNMC regarding education program design.

14. Facilities. The Parties will identify space requirements on the other Party's campus and execute a separate lease or leases for the space on commercially reasonable terms and at fair market value rental.

15. Finances. Appendices B and C contain the agreement between the Parties related to the financial aspects of the IAA and the CSP Articles of Incorporation and CSP bylaws, respectively.

16. Representations and Warranties by Children's. Children's hereby represents and warrants to the Board of Regents as follows:

a. Corporate Matters.

- 1) Children's is a nonprofit, federally tax-exempt corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska; and

- 2) Children's has the requisite power and authority to carry on its business.
- b. Valid Execution and Corporate Authority. Children's has full power and authority to execute, deliver and perform the IAA.
- c. No Conflict. The execution and delivery of the IAA does not:
 - 1) Conflict with, or result in a breach of, any provisions of Children's Articles of Incorporation or Bylaws; or
 - 2) Conflict with, result in a breach of, or default under, or result in any material change in the rights or obligations of any person, under any indenture or other material agreement or instrument to which Children's is a party, or by which Children's or its assets or business may be bound or affected.

17. Representations and Warranties by the Board of Regents.

- a. Corporate Matters.
 - 1) The Board of Regents is a public body corporate duly organized, validly existing and in good standing under the laws of the State of Nebraska; and
 - 2) The Board of Regents has the requisite power and authority to carry on its business.
- b. Valid Execution and Corporate Authority. The Board of Regents has full power and authority to execute, deliver and perform the IAA.
- c. No Conflict. The execution, delivery and performance of the IAA by the Board of Regents does not:
 - 1) Conflict with, or result in a breach of, any provisions of statutes or any organizational documents of the Board of Regents; or
 - 2) Conflict with, result in a breach of, or default under, or result in any material change in the rights or obligations of any person, under any indenture or other material agreement or instrument to which the Board of Regents is a party, or by which the Board of Regents or its assets or business may be bound or affected.

- 18. Insurance**. UNMC shall continuously maintain in effect, and assume full responsibility for, the professional liability insurance of UNMC Trainees and workers' compensation coverage of its employees and UNMC Resident and Fellow Trainees. Children's shall continuously maintain in effect, and assume full responsibility for, the professional liability insurance and workers' compensation coverage of its employees. The Parties

shall maintain professional liability insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate and umbrella coverage extending such professional liability insurance to an aggregate of not less than \$5,000,000 through private insurance coverage or through a combination of approved insurance, self-insurance and qualification under and participation in the Nebraska Hospital Medical Liability Act, R.R.S. 44-2801, et seq.

19. Proprietary Information and Intellectual Property.

- a. UNMC acknowledges and agrees that in the course of performing the IAA, UNMC will have access to existing, and will regularly acquire, data and information which is confidential and proprietary to Children's including, but not limited to, patient lists and demographic information, trade secrets, copyrighted work and patentable subject matter which provides Children's with a competitive advantage in its relevant markets and which UNMC would not otherwise know. Except as required by law, UNMC agrees to maintain the confidentiality of all such information and shall use it only for the purposes of the IAA. UNMC acknowledges that Children's is the owner of all such information. UNMC agrees that in the course of performing the IAA, UNMC may organize, compile, manipulate or categorize, subject to applicable HIPAA/HITECH limitations, individually identifiable health information (as defined by HIPAA/HITECH) proprietary or other information into a variety of forms, including but not limited to, software databases, spreadsheets, logs, directories and the like ("Data Compilations"). With respect to Data Compilations, UNMC agrees to grant a non-exclusive license to Children's for reasonable use of such Data Compilations in furtherance of the purposes of the IAA.
- b. Children's acknowledges and agrees that in the course of performing the IAA, Children's will have access to existing, and will regularly acquire, data and information which is confidential and proprietary to UNMC including, but not limited to, patient lists and demographic information, trade secrets, copyrighted work and patentable subject matter which provides UNMC with a competitive advantage in its relevant markets and which Children's would not otherwise know. Except as required by law, Children's agrees to maintain the confidentiality of all such information and shall use it only for the purposes of the IAA. Children's acknowledges that UNMC is the owner of such information or if not the owner, has rights to such information. Children's agrees that in the course of performing the IAA, it may organize, compile, manipulate or categorize, subject to applicable HIPAA/HITECH limitations, individually identifiable health information (as defined by HIPAA/HITECH) proprietary or other information into a variety of forms, including but not limited to, software databases, spreadsheets, logs, directories and the like ("Data Compilations"). With respect to Data Compilations, Children's agrees to grant a non-exclusive license to UNMC for reasonable use of such Data Compilations in furtherance of the purposes of the IAA.
- c. No obligation is imposed on UNMC or Children's with respect to any proprietary information received from the other Party which (a) was known prior to disclosure,

(b) is lawfully obtained from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, or (d) is independently developed without use of the disclosing party's Information.

- d. It is expressly agreed that neither Children's nor UNMC will transfer by operation of this IAA to the other Party any patent right, copyright or other intellectual property right that the respective Party owns as of the commencement of this IAA. The Parties' agreement with respect to intellectual property developed as part of joint research initiatives is addressed in the Child Health Research Institute ("CHRI") Agreement between the Parties (the "CHRI Agreement"). The then current CHRI Agreement will apply to all such intellectual property developed pursuant to this Agreement, including transfers and commercialization. For the purposes of this IAA, all clinical data as found in medical records shall not be deemed intellectual property.

20. **References to the Other Party and IAA.** Children's and UNMC may use the other's name in public statements or literature for the purpose of identifying the working relationship between them, provided, however, that other use by either Children's or UNMC without the written consent of the other of the name, logos, or identity in any advertising or marketing material of the other is prohibited.

21. **HIPAA/HITECH Compliance.** The Parties acknowledge that Children's and UNMC are each a "Covered Entity" for purposes of HIPAA/HITECH, including the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164 subparts A & E (Privacy Standard), the Standards for Electronic Transactions and Code Sets found at 45 CFR Part 162 (Electronic Transaction Standard), and the Security Standards found at 45 CFR Parts 160 and 164 subparts A & C (Security Standard). The Parties agree to comply with additional HIPAA/HITECH regulations and standards not specifically enumerated, as such regulations and standards are applicable.

- a. **Privacy Standard.** The Parties further acknowledge that they will share Protected Health Information (PHI) as defined in the Privacy Standard pursuant to the terms of this Agreement. PHI will only be used by the receiving covered entity (whether Children's or UNMC) for the provision of services under this IAA or for the treatment, payment and permissible healthcare operations of Children's and UNMC. Other use or disclosure of PHI shall only be according to the provisions of the Privacy Standard.
- b. **Electronic Transaction Standard.** Each Party affirms that it is in compliance with standards established for electronic transactions, including health claims and similar encounter information, health plan enrollment and disenrollment, health care payment and remittance, health plan premium payments, health claim status, referral certification and authorization, and coordination of benefits, as applicable.
- c. **Security Standard.** Each Party further affirms that it has reasonable and appropriate administrative, technical, and physical safeguards to ensure the integrity and

confidentiality of electronically transmitted information, in compliance with the Security Standard.

22. Program Exclusion and Healthcare Offenses.

- a. UNMC hereby represents and warrants that it is fully qualified to participate in all federal healthcare programs and has never been convicted of a criminal offense related to healthcare. UNMC warrants that UNMC has never been excluded from participation in any federal healthcare program. UNMC will immediately notify Children's if UNMC is excluded from participation in any federal healthcare program or convicted of a criminal offense relating to healthcare. Notwithstanding any other provision of this IAA to the contrary, Children's may, at its sole discretion, immediately terminate this IAA upon written notice to the Board of Regents in the event UNMC is excluded from participation in any federal healthcare program or convicted of a criminal offense related to healthcare.
- b. Children's hereby represents and warrants that it is fully qualified to participate in all federal healthcare programs and has never been convicted of a criminal offense related to healthcare. Children's warrants that Children's has never been excluded from participation in any federal healthcare program. Children's will immediately notify UNMC if Children's is excluded from participation in any federal healthcare program or convicted of a criminal offense relating to healthcare. Notwithstanding any other provision of this IAA to the contrary, the Board of Regents may, at its sole discretion, immediately terminate this IAA upon written notice to Children's in the event Children's is excluded from participation in any federal healthcare program or convicted of a criminal offense related to healthcare.

- 23. Compliance Plan.** UNMC employees and UNMC Trainees who are engaged in activities at Children's pursuant to the IAA will follow Children's Code of Conduct and all applicable Children's Compliance Plan policies and procedures. UNMC acknowledges receipt of a written copy of Children's Code of Conduct and Compliance Plan. UNMC agrees to cooperate in any investigation or review of alleged or possible Compliance Plan violations.

Children's employees who are engaged in activities at UNMC pursuant to the IAA will follow UNMC's Code of Conduct and all applicable UNMC policies and procedures. Children's employees acknowledge receipt of a written copy of UNMC's Code of Conduct and Compliance Plan. Children's agrees to cooperate in any investigation or review of alleged or possible Compliance Plan violations.

- 24. Subcontractor Clause.** The following provisions are included because of the possible application of Sec. 1861(v)(1)(I) of the Social Security Act to this IAA; but if that section should be found inapplicable to this IAA, then this clause shall be deemed not to be part of this IAA and shall be null and void:

Until the expiration of four (4) years after the furnishing of services under this IAA, UNMC shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents, and records of UNMC as are necessary to certify the nature and extent of the cost hereunder. If UNMC carries out any of its duties under this Agreement through a subcontract for the value or cost of Ten Thousand and no/100 Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization or with another subcontractor, such subcontract shall contain a clause placing the same duty on the related organization or subcontractor as this IAA places on UNMC.

25. **Non-Discrimination.** Neither UNMC nor Children's shall discriminate against any employee, applicant or UNMC Trainee for employment or registration in a course of study because of race, color, religion, sex, age, national origin, handicap, disabled veteran status or Vietnam era veteran status.
26. **Employment Relationship.** UNMC employees will be considered employees of UNMC and in no event shall UNMC employees or UNMC Trainees be considered employees of Children's. Children's employees providing services under the IAA will not be considered employees of UNMC.
27. **Compliance with Law.** The Parties will comply with all applicable federal and state law and regulations related to physician self-referral, anti-kickback, or other health care fraud. Relationships between the Parties contemplated by the IAA are not intended to induce referrals. The Parties expressly acknowledge that neither Party, nor its employees or agents, are obligated to refer patients to the other Party under the terms of the IAA. Further, the Parties acknowledge that no part of the remuneration or other compensation contemplated by the IAA is related directly or indirectly to the volume or value of referrals or other business between the Parties.
28. **Children's Board/Conflict of Interest.** The Dean of the UNMC-COM and the CEO are ex-officio members of the Board of Directors of CSP and both also serve on PACE. Dean Bradley Britigan, the UNMC-COM Dean, serves as a member of the Children's Board of Directors. His third three-year term ends on December 31, 2022. Following such date, the Dean will convert to a non-voting member of the Children's Board until his retirement as Dean of the UNMC-COM. At that time, the UNMC Chancellor and the CEO will make a recommendation to the Children's Hospital & Medical Center's Board of Directors of a UNMC senior executive who will serve as a non-voting member of the Children's Board, subject to the terms of the Children's Bylaws and conflict of interest policies. Failure to reach agreement on the UNMC senior executive to serve on the Children's Board shall be subject to dispute resolution as set forth in paragraph 30, herein.
29. **Existing Agreements.** Children's and the Board of Regents are currently parties to existing agreements related to education, research and patient care matters and Children's

and UNMC may be parties to existing agreements regarding professional services and provider support (collectively the "Existing Agreements"). The Parties acknowledge that some, but not all, of the Existing Agreements will be superseded during the process of implementation of the IAA and CSP. The Parties agree to make good faith efforts to identify and amend or terminate any Existing Agreements that the Parties deem to be unnecessary. Any disputes regarding amendment or termination of Existing Agreements will be resolved by counsel of the Parties.

- 30. Dispute Resolution.** In the event of a dispute arising out of or relating to this Agreement, the dispute resolution procedures set forth in paragraph 10 of the MAA shall apply to resolve the dispute. UNMC and Children's agree that PACE shall be the initial forum to attempt to resolve a dispute arising out of or relating to this Agreement, before the dispute resolution process outlined in paragraph 10 of the MAA may be invoked by either Party. In any event where PACE is serving as the initial forum to attempt to resolve a dispute, the UNMC Chancellor and a Children's Board of Directors representative will also be active participants in these discussions.

To avoid doubt about the process, if PACE is not able to resolve a dispute in this initial forum, then the Coordinating Committee, as defined in the MAA, shall be given an opportunity to resolve the dispute, as outlined in Section 2b of the MAA, before either Party will invoke the thirty (30) day Negotiation Period described in Section 10a of the MAA. If these good faith negotiations are not successful, then the remainder of the procedures outlined in paragraph 10 of the MAA will be used.

- 31. Amendments.** This IAA may be amended only by a written agreement between the Parties as follows:
- a. The Board of Regents authorizes the Dean to agree to amendments to the IAA which revise those specific provisions of the IAA identified in paragraph 31(c).
 - b. Children's authorizes the CEO to agree to amendments to the IAA which revise those specific provisions of the IAA identified in paragraph 32(c).
 - c. The Dean and CEO may agree to amend the following provisions of the IAA:
 - 1) Paragraph 5, Pediatric Academic Clinical Enterprise Committee.
 - 2) Paragraphs 6(b), 6(c) and 6(d), Children's Medical Staff and Sharing of Clinical Quality Data.
 - 3) Paragraph 10, Clinical Leadership.
 - 4) Paragraph 11, Medical Leadership.
 - 5) Paragraph 12(c), Organizational Structure.

- 6) Sections of paragraph 2, Definitions, regarding definitions relevant to the preceding paragraphs.
 - d. The UNMC Chancellor and the CEO may agree to amend the CSP Bylaws, which are attached as Appendix C.
 - e. The UNMC Chancellor and the CEO may agree to amend the financial aspects of the IAA as outlined in Appendix B, so long as the changes do not exceed the level of authority granted by the Children's Board of Directors to the CEO or the level of authority granted by the Board of Regents to the Chancellor.
 - f. Amendments to any part of the IAA not specifically set forth in paragraphs 31(c), (d) or (e) must be approved by the Board of Regents and the Children's Board of Directors or their designees.
- 32. Term & Termination.** The term of this IAA shall be five (5) years, beginning on the Effective Date, with automatic five (5) year renewal terms thereafter; unless, not less than twenty-four (24) months prior to the expiration of any five year term, either Party provides written notice of intent not to renew to the other Party, which written notice shall specifically refer to this paragraph 32. The terminating Party shall assure that, consistent with the requirements of applicable accrediting bodies, no learner is adversely affected by such termination.

Notwithstanding the generality of the foregoing, the Parties agree that if any of the events described in Paragraph 9 of the Master Affiliation Agreement occur, then the Parties shall meet and discuss whether it is appropriate to continue or to terminate this Agreement. If there is agreement to terminate, then after the same notice period outlined in Paragraph 9 of the Master Affiliation Agreement, the Parties will follow the same process for orderly unwinding of this Agreement, as described in Paragraph 9 of the Master Affiliation Agreement. Any such unwinding/termination will be consistent with the requirements of applicable accrediting bodies, such that no learner will be adversely affected by such termination. If there is not agreement on whether termination or continuation is appropriate, then the Dispute Resolution Process set forth in Paragraph 10 of the Master Affiliation Agreement shall be followed.

- 33. Assignment.** This IAA may not be assigned or transferred to any other entity by Children's or the Board of Regents.
- 34. Governing Law.** This IAA will be governed by the laws of the State of Nebraska without regard to its conflicts of law provisions.
- 35. Relationship of the Parties.** Nothing in this Agreement shall be construed to make the Parties partners, to create a trust or partnership, or to impose a trust or partnership on or with regard to either of the Parties. Each Party shall be responsible for its own obligations and liabilities as provided in this Agreement. No Party shall be the agent or representative

of the other Party or have the right or power to bind the other Party without that Party's consent.

36. Notices.

a. All notices shall be addressed as follows:

If to Board of Regents of the University of Nebraska:

University of Nebraska Medical Center
Attn: Jeffrey P. Gold, Chancellor
986605 Nebraska Medical Center
Omaha, NE 68198-6605

With a copy to:

University of Nebraska
Attn: Corporate Secretary
3835 Holdrege Street
Lincoln, NE 68583

If to Children's Hospital & Medical Center:

Children's President & CEO
8200 Dodge Street
Omaha, NE 68114

With a copy to:

General Counsel
8200 Dodge Street
Omaha, NE 68114

[SIGNATURE PAGE FOLLOWS]

CHILDREN'S HOSPITAL &
MEDICAL CENTER

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INSTITUTIONAL AFFILIATION AGREEMENT

APPENDIX "A"

ACADEMIC AFFILIATION **FOR** **EDUCATION AND RESEARCH**

I. INTRODUCTION

This Academic Affiliation for Education and Research Appendix ("Appendix A") sets forth agreed upon principles governing the educational and research relationships between the Parties. Specific agreements may be necessary to meet applicable accreditation and regulatory requirements.

II. EDUCATIONAL PROGRAMS

- A. UNMC will have authority over matters of curriculum, evaluation, undergraduate and graduate education design and related academic policy matters.
- B. Educational programs conducted at Children's may include, but are not limited to: Allied Health, Dental, Medicine, Nursing and Pharmacy professional or undergraduate programs, graduate and post-graduate programs including Residency and Fellowship Education, Master's Degree and Non-physician Doctoral programs.
- C. A mutually agreed upon number of students shall participate in clinical educational programs. The number and mix of students will be coordinated by the dean of the academic unit or his or her designee, in coordination with Children's.
- D. UNMC shall be responsible for and have the authority over the academic aspects of the educational programs in all areas of curriculum. UNMC, through its designated faculty members at Children's, shall have full control over the instructional program in the clinical area.

It is understood that the participation of UNMC Trainees in educational programs will not interfere with the primary mission of treatment of patients which shall remain the responsibility of Children's. UNMC shall require UNMC Trainees and faculty to adhere to Children's rules, regulations, policies and procedures while on Children's premises.

UNMC Trainees and faculty on Children's campus must treat all Children's patients and all Children's providers and employees with respect. Children's will have the right to terminate a UNMC Trainee's access to Children's or a clinical

faculty member's access to Children's if a Trainee or a clinical faculty member violates this principle.

- E. Children's assumes no obligation for workers compensation, professional and general liability insurance, or health insurance for UNMC Trainees while completing assigned rotations at Children's which obligations shall be the obligations of UNMC. Notwithstanding the foregoing, Children's shall be responsible for reimbursing UNMC for UNMC Resident and Fellow Trainees' wages pursuant to the existing agreement.
- F. Educational programs will be structured to meet applicable accreditation requirements. Children's and UNMC pledge their best efforts to support program accreditation.
- G. Operations Relations: Program Directors
 - 1. Each educational component of the educational programs shall have a program director appointed by the department chair or the Dean in accord with the respective policies and accreditation guidelines of the academic unit ("Program Director"). The Program Director shall be responsible for the respective training program.
 - 2. Each Program Director shall have full responsibility and authority for developing and administering their education program. Each Program Director will keep the Children's Physician-in-Chief apprised of their education program.
- H. The Teaching Staff at Children's:
 - 1. The teaching staff at Children's will be members in good standing of the appropriate professional staff of Children's, and will conduct teaching activities within the specific clinical privileges they have been granted.
 - 2. The teaching staff at Children's will hold a faculty appointment in the appropriate academic department or program of UNMC, and will be designated by the respective Program Director or department chair.
- I. UNMC Student, Resident and Fellow Trainees
 - 1. Education of medical students is carried out in accordance with the guidelines of the Liaison Committee on Medical Education.
 - 2. Medical residencies and fellowships operate in accordance with the guidelines of the Accreditation Council for Graduate Medical Education. A representative of Children's will be a member of the UNMC Graduate

Medical Education Committee. Other graduate training programs will be handled in a similar fashion.

J. Rights and Responsibilities of Children's

1. Children's shall provide reasonable access to its facilities for the educational programs including, but not limited to, hospitals, ambulatory care and other clinical teaching sites.
2. Children's shall retain the right to terminate access to all use of its facilities, information systems, equipment or supplies by any UNMC Trainee or faculty member when violations of Children's rules, regulations, policies or procedures occur. Children's reserves the right to take immediate action in accordance with hospital policy or Medical Staff bylaws, rules, regulations, or policies when necessary to avoid interruption to its operation of its facilities.

III. RESEARCH ACTIVITIES CONDUCTED WITHIN THE AFFILIATED INSTITUTION

A. Child Health Research Institute

UNMC and Children's agree that the governance and administration of pediatric research is detailed in the CHRI Agreement. If there is any conflict between this IAA and the CHRI Agreement, the CHRI Agreement will control.

B. Institutional Review Board

UNMC and Children's have developed a joint Institutional Review Board (IRB) that has oversight over research studies to assure compliance with federal laws governing human subject research. The operations of the IRB are described in the Agreement regarding the Institutional Review Boards of the Board of Regents of the University of Nebraska, Acting on behalf of UNMC and Children's, executed on February 8, 2021 (the "IRB Agreement"). The then current IRB agreement will apply to all matters derivative to the IAA at all times. If there is any conflict between this IAA and the IRB Agreement, the IRB Agreement controls.

INSTITUTIONAL AFFILIATION AGREEMENT

APPENDIX "B"

FINANCIAL

The parties agree to the following:

- UNMC-COM will continue to provide the state appropriations as provided historically in support of the pediatric enterprise; historical documentation of such funding will be available as a part of the annual budget process.
- Children's shall be responsible for funding any annual operating deficit incurred as a result of Nebraska Pediatric Practice, Inc., ("NPP") clinical operations as reflected in NPP's annual budget, approved as provided in Article II, Section 7 a. (iii) of the Bylaws of NPP. Those categories of expenses which will not be considered as falling within the operating deficit include academic, research, and graduate education.
- The Members of NPP, through written agreement between the UNMC-COM Dean and Children's CEO, may approve withholding an amount of the below described mission support payment for use in supporting the pediatric enterprise.
- An annual base mission support payment amount will be agreed to by the UNMC-COM Dean and Children's CEO based on pediatric academic enterprise expenses historically funded. In determining the annual base mission support for the first year of funding, the parties will undertake a thorough review of all activity for the last two years, separating historical activity into three categories: GME, academic and clinical.

Failure of the UNMC-COM Dean and the Children's CEO to reach agreement on the annual base mission support payment amount shall be subject to dispute resolution as set forth in paragraph 30 of the Amended and Restated Institutional Affiliation Agreement.

- Children's will pay base mission support to the UNMC-COM in monthly installments not later than the first of each month.
- If the UNMC-COM Dean and Children's CEO agree, the base mission payment may include additional specific "funding" lanes (for example pediatric neurosurgery or additional emergency room physicians).
- All mission support payments will be used to support the joint pediatric enterprise between UNMC-COM and Children's.
- The base mission support payment will be increased by 2% each budget year.
- Prior to the end of each budget year the UNMC-COM Dean and Children's CEO will review the expenditures associated with the above mentioned payment. At the end of each budget year, any uncommitted funds will be automatically designated

and restricted for use in pediatric research initiatives (through CHRI or otherwise), unless otherwise agreed to by the CHMC CEO and COM Dean. On an annual basis the Dean will also provide a report on expenditures and projected use of the dedicated research funds. If the base mission support payment has not been completely expended during the budget year, the Dean will provide a justification to the CEO. Any remaining annual balance of unused base mission support payments after that justification will be restricted for use to support pediatric research initiatives or as otherwise mutually agreed by the CEO and the UNMC-COM Dean.

- Single commitments by UNMC of greater than \$1M require advance approval of the Children's CEO.
- There will be no variable mission support payment unless agreed to by the UNMC-COM Dean and Children's CEO at a future date.
- Financial exigency may be triggered by (1) Children's consolidated operating margin falling below 2 percent, (2) Children's days cash on hand falling below 250 days at any point during this Agreement or (3) UNMC being subject to a 8 percent or greater state appropriations budget cut at any point during this Agreement. If financial exigency is triggered by either party, the UNMC-COM Dean and Children's CEO will meet and review all sources and uses of mission support and agree upon reductions to mission support payments commensurate with other CHMC cost savings measures. These discussions will occur any time an event that triggers financial exigency, as defined in this section, has occurred.

Prior to the end of year three of this restated IAA, the UNMC-COM Dean and the Children's CEO will review all of the above and, if necessary, implement the provisions of Section 31e. of this Agreement to make appropriate adjustments to this Appendix.

The Parties agree to determine the amount of GME funding that will be paid annually in support of residents and fellows at Children's. The Pediatric Education Workforce and Finance Taskforce will develop information to present to the CEO and the UNMC-COM Dean for approval.

The parties agree that existing Pediatric Enrichment Fund (PEF) monies and any Dean's tax money that Children's has already sent to UNMC, under the terms of the original Institutional Affiliation Agreement, will run out as they have historically. The parties will develop a schedule for the CEO and the UNMC-COM Dean to review and approve showing an agreed upon understanding of how these funds will be spent.

INSTITUTIONAL AFFILIATION AGREEMENT

APPENDIX "C"

CSP ARTICLES OF INCORPORATION AND BYLAWS

**AMENDED AND RESTATED
BYLAWS OF
NEBRASKA PEDIATRIC PRACTICE, INC.**

ARTICLE I
OFFICES

The principal office of Nebraska Pediatric Practice, Inc. d/b/a Children's Specialty Physicians (the "Corporation") in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices within or without the State of Nebraska as the Board of Directors may designate or as the business of the Corporation may require from time to time. The Corporation shall have and continuously maintain in the State of Nebraska a registered office and a registered agent whose office shall be identical with such registered office and may have such other offices within or without the State of Nebraska as the Board of Directors may determine.

ARTICLE II
MEMBERS

Section 1. Identity of Members. There shall be two members of the Corporation: (a) the Board of Regents of the University of Nebraska, a public body corporate, acting on behalf of the University of Nebraska Medical Center ("UNMC"), College of Medicine (the "Academic Member"), and (b) Children's Hospital & Medical Center, a Nebraska nonprofit corporation (the "Hospital Member"). The Academic Member and the Hospital Member shall collectively be referred to as the "Members."

Section 2. Actions of Members. Except as expressly provided in Article II, Section 7(b) below, whenever the Articles of Incorporation or Bylaws of the Corporation or applicable law require or permit action of the Members, (a) the Academic Member delegates its power and authority to the UNMC Chancellor (the "UNMC Chancellor"), and (b) the Hospital Member delegates its power and authority to the President & CEO of the Hospital Member (the "Hospital CEO"). Actions shall be deemed to be duly taken and authorized by the Members if they are approved at a meeting of or in writing by the Hospital CEO and the UNMC Chancellor, or their respective designees. Each Member may also act through any means authorized by law or its respective Bylaws or, in the case of the Hospital Member, also its Articles of Incorporation, or as approved by resolution of its respective governing body.

Section 3. Members Meetings; Voting. Meetings of the Members shall be held at the Corporation's offices or at a location designated in the notice, which shall comply with the

requirements of Article II, Section 6, herein. Each Member shall have one vote. The affirmative approval of both Members is necessary for any action of the Members.

Section 4. Annual Members Meeting. The annual meeting of the Members shall be held at such time as the Members agree to from time to time.

Section 5. Special Members Meetings. Special meetings of the Members may be called by either Member, by the Board Chair, upon the request of a majority of the Corporation's Board of Directors, or upon the request of the Corporation President or the Chief Operating Officer.

Section 6. Notice. Notice stating the place, the day, and hour of the annual and any special meeting of the Members, as well as the purposes for which a special meeting has been called, shall be given either personally, by electronic mail, or by regular mail to the UNMC Chancellor and the Corporation Secretary of the Board of Regents and to the Hospital CEO not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 7. Reserved Powers of Members.

a. Approval by the Hospital CEO and the UNMC Chancellor. Notwithstanding anything in these Bylaws to the contrary, the consent of the Members, acting through the UNMC Chancellor and the Hospital CEO, shall be required to approve the following actions of the Board of Directors:

- i. Election and Removal of Directors. In accordance with these Bylaws, each Member shall have the power to appoint certain Directors of the Corporation under Article III, Section 2, and remove certain Directors of the Corporation under Article III, Section 11.
- ii. Appointment and Removal of Corporation President and COO. In accordance with these Bylaws, the Members shall have the power to approve the appointment and removal of the person designated by the Board of Directors as the Corporation President and the person designated by the Board of Directors as the Chief Operating Officer.
- iii. Approval of Certain Actions. The following actions of the Corporation are subject to approval by the Members:
 - (1) adoption and adjustment of the Corporation's annual budget, capital expenditures budget, mission statement, operating plan, and long-range plan;
 - (2) incurrence or assumption of debt (other than trade payables);
 - (3) adoption of compensation plans;
 - (4) assessments against Members;

- (5) any distributions of capital or net earnings of the Corporation; and
 - (6) changes to these Bylaws
- b. Approval by Members. The consent of the Hospital Member, pursuant to processes or procedures that prescribe how its board adopts resolutions, and the consent of the Board of Regents, or if such authority is delegated by the Board of Regents, the President of the University of Nebraska or the Chancellor of UNMC, shall be required to approve the following actions of the Board of Directors:
- i. Approval of Amendments. The Members shall have the power to approve or refuse to approve any amendment to the Corporation's Articles of Incorporation, or any action required to be submitted to and approved by the voting members of a nonprofit corporation pursuant to the Nebraska Nonprofit Corporation Act.
 - ii. Approval of Certain Actions. The following actions of the Corporation are subject to approval by the Members:
 - (1) reorganization and transfer of assets outside of the ordinary course of business, including without limitation, sale or transfer to a third party of the Corporation's assets, dissolution of the Corporation, incurrence of debt or acquisition of property exceeding annual operating revenues;
 - (2) establishment of a subsidiary or participation as a shareholder, partner, or member of any other entity
 - (3) dissolution of the Corporation as described in Article XI; and
 - (4) admission of new Members.

Section 8. Dispensing with Meetings. Any action required to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by both of the Members.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. Directors. There shall be thirteen (13) voting Directors of the Corporation, comprised of four (4) "Ex Officio Directors," four (4) "Member Appointed Directors," and five (5) "Physician Directors," all as follows.

- a. Ex Officio Directors. The four (4) Ex Officio Directors shall be voting Directors of the Corporation by virtue of their position with the Hospital Member or the Academic Member, as applicable.

- i. The Hospital CEO, ex officio;
- ii. The Academic Dean, ex officio;
- iii. The Chair of the Department of Pediatrics of the Academic Member, ex officio; and
- iv. One (1) member of the Hospital's Board of Directors, recommended for appointment by the Hospital's Governance Committee, and approved by the Hospital Board chair.

Each Ex Officio Director serves for so long as he or she retains such position and is deemed to have been removed automatically upon exiting such position for any reason whatsoever.

- b. Member Appointed Directors. The following four (4) Member Appointed Directors shall be voting Directors of the Corporation by virtue of their appointment by the Hospital Member or the Academic Member, as applicable.
 - i. Two (2) voting Directors appointed by the Hospital CEO, one of whom is the Executive Vice President, Chief Clinical Officer, and Physician-in-Chief, and the other who cannot be a CSP Faculty member; and
 - ii. Two (2) voting Directors appointed by the UNMC Chancellor, neither of whom may be a CSP Faculty member and one (1) of whom must be the Chair of a Department at UNMC (other than the Chair of the Department of Pediatrics of the Academic Member).

Each Member Appointed Director serves for a term of three (3) years, or until his or her death, resignation, or removal, provided that the terms shall be staggered so that each year approximately one-third (1/3) of the Member Appointed Directors are appointed to the Board. Member Appointed Directors may serve for unlimited consecutive terms. Any Member Appointed Director who fails to meet the eligibility criteria herein is deemed to have been removed automatically upon the failure to meet such eligibility criteria for any reason whatsoever.

- c. Physician Directors. The following five (5) Physician Directors shall be voting Directors of the Corporation by virtue of their election by the CSP Faculty.
 - i. Five (5) voting Directors elected by CSP Faculty pursuant to an election process determined by the Physician Director Nominating Committee, each of whom must at all times be a CSP Faculty member licensed to practice medicine in Nebraska and a member of the active medical staff at the Hospital Member.

Each Physician Director serves for a term of three (3) years, or until his or her death, resignation, or removal, provided that the terms shall be staggered so that each year approximately one-third (1/3) of the Physician Directors are appointed

to the Board. Physician Directors may serve for two (2) consecutive terms. The Physician Director Nominating Committee will establish a procedure for developing a slate of prospective Physician Directors. Any Physician Director who fails to meet the eligibility criteria herein is deemed to have been removed automatically upon the failure to meet such eligibility criteria for any reason whatsoever.

Section 2. Powers. The Board of Directors shall oversee the functioning of the Corporation as an integrated pediatric faculty practice that delivers high-quality, cost-effective patient care in support of the Members, consistent with the provisions of the Board of Regents approved UNMC-COM Medical Service Plan effective as of July 1, 2016 (the “Medical Service Plan”). Without limiting the generality of the foregoing, and subject only to the laws of the State of Nebraska and the limitations and reserved powers contained in the Articles of Incorporation and these Bylaws of the Corporation, the Board of Directors shall oversee the Corporation in its performance of the following activities:

- a. Recruitment and selection of the Corporation President and Chief Operating Officer, subject to approval by the Members pursuant to Article II, Section 7(a).
- b. Recommendation of amendments to the Articles of Incorporation or these Bylaws, subject to approval by the Members pursuant to Article II, Section 7(b).
- c. Establishment or abolishment of standing and special committees of the Board of Directors not otherwise defined in these Bylaws.
- d. Development and adoption of business plans consistent with strategic priorities established by the Hospital Member and the Academic Member, including plans for recruitment, development, and retention of providers.
- e. Recommendation of the Corporation's annual budget and capital expenditures budget, subject to approval by the Members pursuant to Article II, Section 7(a), and oversight of fiscal performance.
- f. Approval and execution of material agreements with any third party where the Corporation intends to incur more than \$500,000, provided that this shall not apply to CSP Faculty employment agreements.
- g. Adoption of a compensation plan, subject to approval by the Members pursuant to Article II, Section 7(a) and related policies.
- h. Oversight of clinical practice development and faculty performance expectations, including, in consultation with department chairs and pediatric division chiefs, the development and implementation of clinical best practices, care pathways, policies, and procedures.
- i. Oversight of administrative infrastructure and practice management services provided in support of the clinical practice.

- j. Coordination and participation with the Hospital Member and the Academic Member in applicable peer review and risk management functions to be conducted by the Children's Hospital & Medical Center ("CHMC") Medical Staff for physicians whose clinical practice is more than fifty percent (50%) dedicated to patients under the age of 18 (eighteen) years and who are concurrently employed by the Corporation and the Academic Member ("CSP Faculty"), excepting those physicians identified in Section 8.c of the Amended and Restated Institutional Affiliation Agreement between the Board of Regents and CHMC. CSP shall in turn inform the designated representatives of the Academic Member of such proceedings, to the extent permissible without waiving any peer review privileges.
- k. Ensure the availability of resources for approved clinical programs.
- l. Engage in short and long-term workforce planning and recruitment oversight.

Section 3. Annual Directors Meeting. The annual meeting of the Board of Directors shall be the first regular meeting of the Board of Directors held after January 1 of each year, or at such other time as may be agreed upon from time to time, and shall be held on the call of the Board Chair upon notice as provided for a regular meeting. The annual meeting of the Board of Directors shall be held for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

Section 4. Regular Directors Meetings. The Board of Directors shall hold regular meetings on at least a quarterly basis pursuant to a schedule determined by the Board, with the first quarterly meeting to be held in January of each year. Notice stating the place, day, and hour of every regular meeting shall be given to each member of the Board of Directors at least five (5) days before the date fixed for the meeting. Unless specifically required by law or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular meeting need be specified in the notice of such meeting.

Section 5. Special Directors Meetings. Special meetings of the Board of Directors may be called at any time by either Member, by the Board Chair, upon the request of a majority of the Corporation's Board of Directors, or upon the request of the Corporation President or the Chief Operating Officer. Special meetings shall be held at such time and place as may be designated by the Board Chair. Notice stating the place, day and hour of every special meeting shall be given to each member of the Board of Directors at least two (2) days before the day fixed for the meeting. The notice of such meeting shall specify the business to be transacted and the purpose of any special meeting of the Board of Directors, and no other business shall be transacted at the meeting.

Section 6. Notice. Notice of the scheduling of any meeting shall be in writing; however, in the event of an emergency, such notice may be oral. Such notice may be by regular mail, electronic mail, or personal delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, properly addressed as appears on the records of the Corporation, with postage prepaid. Any Director may waive notice of a meeting. The attendance of a Director at a meeting shall constitute waiver of notice of such meeting, except where a

Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Vacancies. Interim vacancies occurring on the Board of Directors of a Member Appointed Director shall be filled upon appointment of a new Director by the relevant Member. Interim vacancies occurring on the Board of Directors of a Physician Director shall be filled by a special election by the CSP Faculty members. Any Director appointed to fill a vacancy on the Board of Directors shall serve until the expiration of the term of the Director whose position he or she was appointed to fill or until his or her death, resignation, or removal.

Section 8. Voting; Quorum. A majority of the Directors in office shall constitute a quorum for the transaction of business, provided that (a) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Academic Member is present, and (b) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Hospital Member is present. Directors may participate in any meeting remotely by any means of communications equipment whereby all persons participating in the meeting can hear each other, and participation in such meeting in such manner shall constitute presence in person at such meeting. Each Director shall be entitled to one (1) vote. Voting by proxy is not permitted. A Director of the Corporation who is present at a meeting of the Board of Directors, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent or recusal shall be entered in the minutes of the meeting or unless the Director shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action or who recused himself or herself from such vote.

Section 9. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, provided that it shall be considered a tie unless (a) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Academic Member votes in the affirmative, and (b) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Hospital Member votes in the affirmative. The act of the Board of Directors is subject to approval of the Members when required by Article II, Section 7 of these Bylaws, by the Articles of Incorporation, or by applicable law. In the case of a tie vote, approval of an action shall require the unanimous consent of the UNMC Chancellor and the Hospital CEO.

Section 10. Dispensing With Meetings. Whenever the vote of the Board of Directors at a meeting thereof is required to be taken in connection with any corporate action, the meeting of Directors may be dispensed with and the corporate action may be carried forward if each Director consents in writing to a written vote on the action without a meeting of Directors, and if the entire Board files with the Secretary/Treasurer a written consent (in full or in counterparts) to the corporate action being taken, subject to approval of the Members when required by these Bylaws, by the Articles of Incorporation, or by applicable law. A responsive email providing unqualified affirmative consent that is sent from the email address that was provided by the Director to the Corporation for notice purposes shall be considered a written consent.

Section 11. Removal; Resignation. Any Member Appointed Director appointed by the Academic Member and any Member Appointed Director appointed by Hospital Member may be removed at any time by the Member who appointed such Director. A Physician Director may be removed at any time by the act of seventy-five percent (75%) of the total Directors then in office (excluding the Physician Director being considered for removal), provided that (a) at least three (3) of the Ex Officio Directors or Member Appointed Directors of the Academic Member votes in the affirmative, (b) at least three (3) of the Ex Officio Directors or Member Appointed Directors of the Hospital Member votes in the affirmative, and (c) at least three (3) of the other Physician votes in the affirmative. Any Director so removed shall receive written notice of such removal. A Director may resign at any time upon giving notice to the Board Chair. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy immediately or it may be filled upon the effective date.

ARTICLE IV

OFFICERS OF THE BOARD OF DIRECTORS

Section 1. Board Officers. The officers of the Board of Directors shall consist of a Board Chair, Vice Chair, and Secretary/Treasurer. Each officer must be a Director. The Board of Directors may appoint or remove such other officers by affirmative vote of no less than two-thirds of the then existing officers of the Board, as they may deem appropriate.

Section 2. Term. The Board Chair shall be elected from among the Board of Directors at the annual meeting for a period of two (2) years or until his or her successor has been elected and shall have assumed his or her duties. The Vice Chair, and the Secretary/Treasurer shall be elected from among the Board of Directors at each annual meeting for a period of one (1) year or until his or her successor has been elected and shall have assumed his or her duties.

Section 3. Board Chair. The Board Chair shall set the agenda and preside at all meetings of the Board of Directors. The Board Chair shall identify and ensure that appropriate policy issues are addressed by the Board of Directors; ensure that Board matters are effectively analyzed in advance of Board or committee meetings in order to maximize the efficiency of deliberations; and work with the Corporation President and Chief Operating Officer to assure the Corporation's fiscal health and oversee execution of an operating plan. The Board Chair shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or as may be provided in these Bylaws.

Section 4. Vice Chair. The Vice Chair shall act as Board Chair in the absence of the Board Chair and, when so acting, shall have all of the power and authority of the Board Chair. The Vice Chair shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or the Board Chair or as may be provided in these Bylaws.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall cause notices of all meetings to be issued and shall cause minutes of all meetings to be recorded and maintained. The

Secretary/Treasurer shall periodically review the Corporation's financial position with the Corporation President and Chief Operating Officer and present or arrange for a presentation of the financial position of the Corporation at each regular meeting of the Board of Directors. The Secretary/Treasurer shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or the Board Chair or as may be provided in these Bylaws.

Section 6. Removal; Resignation. The Board of Directors may remove from office any officer of the Corporation by affirmative vote of no less than two-thirds of the then existing officers in accordance with Section 1 above, and may accept the resignation of any officer of the Corporation. Whenever the Board Chair, Vice Chair, or Secretary/Treasurer ceases to be a Director, he or she shall be deemed to have been automatically removed from office.

Section 7. Vacancies. Any vacancies occurring in the office of Board Chair, Vice Chair, or Secretary/Treasurer by death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by the Board of Directors at a regular or a special meeting called for such purpose, but such vacancies need not be filled until the first annual meeting of the Board of Directors subsequent to the vacation of the office, if the Board of Directors does not deem it advisable to fill the vacancy prior to that meeting.

ARTICLE V

EXECUTIVE OFFICERS

Section 1. Executive Officers. The Corporation may have a Corporation President in accordance with Article V, Section 2. The Corporation may have a Chief Operating Officer in accordance with Article V, Section 3. The Corporation President and Chief Operating Officer shall work as a dyad to lead the Corporation.

Section 2. President. The Board of Directors may, subject to approval of the Members pursuant to Article II, Section 7(a), designate and contract with an individual to serve as the Corporation President. The President shall report and be accountable to the Board of Directors, and shall also provide administrative and informational reports to each Member or to such person as each Member designates from time to time. The President shall be a CSP Faculty member and shall serve as the physician leader for the Corporation. The President shall attend Board meetings to report, provide expertise, and give recommendations to the Board as a designated attendee, but shall not be a "Director" or have the right to vote at any such meeting. The President has responsibility for the oversight and direction of the business activities of the Corporation, with overall strategic management and direction of the practice, financial results, and other affairs of the Corporation. The President shall work in close collaboration with any Chief Operating Officer, department chairs and division chiefs and leadership from the Hospital Member and the Academic Member to drive a high-performing faculty practice. The President shall work in close collaboration with the Chief Operating Officer to supervise and manage the day-to-day operations of the Corporation, including but not limited to implementation of policies approved by the Board of Directors, financial management and performance reporting, oversight of practice management infrastructure, and facilitation of planning and marketing. The President shall have such other duties and responsibilities and may exercise such other powers as are

usually incident to the office or as may be assigned from time to time by the Board of Directors or Board Chair or as may be provided in these Bylaws.

Section 3. Chief Operating Officer. The Board of Directors may, subject to approval of the Members pursuant to Article II, Section 7(a), designate and contract with an individual to serve as the Chief Operating Officer. The Chief Operating Officer shall report and be accountable to the Board of Directors, and shall also provide administrative and informational reports to each Member or to such person as each Member designates from time to time. The Chief Operating Officer shall not be a CSP Faculty member and shall serve as the non-physician leader for the Corporation. The Chief Operating Officer shall attend Board meetings to report, provide expertise, and give recommendations to the Board as a designated attendee, but shall not be a "Director" or have the right to vote at any such meeting. The Chief Operating Officer has responsibility for achieving outcomes in practice and program operations, financial management, the administrative structure for physician recruitment and relations, practice development, and organizational leadership. The Chief Operating Officer shall work in close collaboration with the Corporation President, any department chairs and division chiefs and leadership from the Hospital Member and the Academic Member to drive a high-performing faculty practice. The Chief Operating Officer shall work in close collaboration with the Corporation President to supervise and manage the day-to-day operations of the Corporation, including but not limited to implementation of policies approved by the Board of Directors, financial management and performance reporting, oversight of practice management infrastructure, and facilitation of planning and marketing. The Chief Operating Officer shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or Board Chair or as may be provided in these Bylaws.

Section 4. Term; Compensation; Vacancies. The President and the Chief Operating Officer may each be appointed for such term as determined by the Members pursuant to Article II, Section 7(a). The Members may remove the President or the Chief Operating Officer pursuant to Article II, Section 7(a), and may accept the resignation of the President or the Chief Operating Officer. Compensation for the President and for the Chief Operating Officers shall be determined by the Members pursuant to Article II, Section 7(a), after a review of comparability data, with contemporaneous substantiation of the deliberation and decision, and in compliance with the Corporation's Conflict of Interest Policy and applicable law.

ARTICLE VI

COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. Committees. Committees of the Board of Directors shall be standing or special. The Board of Directors may refer to the proper committee any matter affecting the Corporation or any operations needing study, recommendation, or action. A majority of the Directors in office shall approve the creation of all committees and appointment of members to such committees, including designation of all committee chairs, unless the composition of any committee is specifically provided for in the Articles of Incorporation or these Bylaws. Each standing committee shall have at least two (2) board members; the remaining committee members need not be Directors, provided that any non-Director committee members shall be

subject to duties of care, loyalty, and confidentiality in favor of the Corporation. All committees shall report to and be advisory to the Board of Directors.

Section 2. Compensation Committee. The Compensation Committee shall be a standing committee and shall be responsible for recommending the compensation plan for CSP physicians to the Board, subject to approval of the Members pursuant to Article II, Section 7(a), and for recommending to the Board policies for implementing the compensation plan. The Compensation Committee will interface with the Hospital Member's Compensation and Human Resources Committee.

Section 3. Audit, Finance, and Compliance Committee. The Audit, Finance, and Compliance Committee shall be a standing committee and shall be responsible for oversight of matters pertaining to the Corporation's finances, operating and capital budgets, patient care contracting, compliance program, and other elements of the Corporation's fiscal affairs.

Section 4. Clinical Operations and Performance Improvement Committee. The Clinical Operations and Performance Improvement Committee shall be a standing committee and shall be responsible for monitoring clinical operations and making recommendations to improve performance, including areas related to patient access, capacity and staffing, internal process variation, and clinical infrastructure and information systems that support care delivery.

Section 5. Physician Director Nominating Committee. The Physician Director Nominating Committee shall be a special committee and shall be responsible for establishing the process to identify, evaluate, and elect eligible members for the Physician Director positions. No board members shall be members of the Physician Director Nominating Committee.

Section 6. Other Committees or Task Forces. The Board may establish such other standing or special committees or task forces as it deems appropriate with such delegated powers and responsibilities as it shall designate.

Section 7. Committee Requirements. The Board of Directors and each standing and special committee created pursuant to these Bylaws, shall be subject to the following requirements:

- a. Each committee member shall have one (1) vote, but there shall be no voting by proxy. Subject to Article VI, Section 7(i), all committee business may be transacted by a majority vote of members in attendance, provided that at least two (2) of the Board members on the committee vote in favor, a quorum being present, unless otherwise provided for.
- b. Written notice shall be given by regular mail, electronic mail, or personal delivery to each committee member in advance of each committee meeting.
- c. Unless otherwise specifically provided under these Bylaws, each committee shall meet upon call by the chair of the committee or by the Board Chair.
- d. Each committee shall maintain minutes of meetings and proceedings.

- e. All committee members shall serve for a period of one (1) year or such other term as is established by the Board of Directors; committee members may serve for unlimited consecutive terms.
- f. Subject to Article VI, Section 7(i), the Board of Directors may delegate to any standing or special committees the power to take action in specific instances, except to the extent that the same is reserved to the Board or subject to approval of the Members.
- g. Except as otherwise provided, fifty percent (50%) of the members of any standing or special committee shall constitute a quorum for the transaction of business, provided that for a standing committee at least two (2) of the Board members on the standing committee are present.
- h. The Corporation President and the Chief Operating Officer shall each be an ex-officio member of each committee, without vote.
- i. If non-Directors are appointed to a committee and if the committee has the power to take action in specific instances (rather than merely making recommendations to the Board of Directors), then the quorum shall require at least fifty percent (50%) of the Director members on the Committee and such action shall require approval by a majority vote of Director members in attendance.

ARTICLE VII

MISCELLANEOUS

Section 1. Property of the Corporation. The title to all property of the Corporation, both real and personal, shall be vested in the Corporation.

Section 2. Indemnification of Directors and Officers. Each Director and each officer, whether or not then in office, shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any civil or criminal action, suit or proceeding to which he or she may be made a party by reason of being or having been a Director or officer of the Corporation, to the fullest extent and in the manner permitted by the Nebraska Nonprofit Corporation Act. The foregoing right to indemnification shall include a right to reimbursement of reasonable amounts paid and expenses incurred in settling, compromising or otherwise adjudicating any such action, suit or proceeding, for the purpose of avoiding further costs of litigation. The right of indemnification hereunder shall not be exclusive of other rights to which such Director or officer or subordinate officer may be entitled as a matter of law or by agreement. The Corporation shall have the power to indemnify agents and employees of the Corporation to the extent and in the manner permitted by the Nebraska Nonprofit Corporation Act.

Section 3. Voting Equity Interests Owned by the Corporation. Unless otherwise ordered by the Board of Directors, the Corporation President shall have full power and authority on behalf of the Corporation to vote either in person or by proxy at any meeting of equity holders of any entity in which this Corporation may hold an equity interest, and at any such meeting may

possess and exercise all of the rights and powers incident to the ownership of such equity interest which, as the owner thereof, this Corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

Section 4. Loans Prohibited. No loans shall be made by the Corporation to any officer or to any Director.

Section 5. Exempt Activities. The Corporation is intended to qualify under Section 509 and Section 501(c)(3) of the Internal Revenue Code, or the corresponding sections of any future federal tax code (hereinafter "Code"), as a public charity. Notwithstanding any other provision of these Bylaws, no Director or officer of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation that is not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) and Section 509 of the Code, or the corresponding sections of any future federal tax code.

ARTICLE VIII **CONFLICT OF INTEREST**

The Board of Directors shall, by resolution, adopt a conflict of interest policy consistent with the Nebraska Nonprofit Corporation Act and the Code for the identification and disclosure of conflicts of interest and the process for approval of conflict of interest transactions. A "Conflicted Director" is a Director who has a conflict of interest with regard to the issue to be addressed, as determined under the Corporation's then-current Conflict of Interest Policy. Each Director has a continuing obligation to disclose any potential conflict of interest in accordance with the Corporation's then-current Conflict of Interest Policy, so that a determination can be made whether the Director has a conflict of interest. The categorization of a Director as a Conflicted Director shall be done on a Director-by-Director and issue-by-issue basis pursuant to the Corporation's then-current Conflict of Interest Policy. All Conflicted Directors shall be excluded from voting upon such issues causing classification as a Conflicted Director, whether in a regular or special meeting or executive session, in accordance with the Corporation's then-current Conflict of Interest Policy.

ARTICLE IX **CONFIDENTIALITY**

Directors, officers, and agents of the Corporation shall at all times maintain confidentiality with respect to any and all proprietary information of the Corporation and its Members and shall only use such information to the benefit of the Corporation. Directors shall inform committee members of such restrictions.

ARTICLE X **AMENDMENTS**

At any meeting of the Board of Directors, the Board may, by resolution, recommend to the Members the amendment of these Bylaws in any respect, provided that a copy of the proposed amendment has been provided by regular mail or electronic mail to each member of the

Board of Directors at least seven (7) days prior to action by the Board. The Members must approve any amendments pursuant to Article II, Section 7.

ARTICLE XI
DISSOLUTION

If the Amended and Restated Institutional Affiliation Agreement between the Members, executed in 2021 (the “IAA”) should terminate for any reason, there shall be a vote of the Board of Directors regarding the dissolution of the Corporation. There is a contractual requirement in the IAA that the Corporation shall be dissolved and its affairs wound up upon the first to occur of the following events:

- a. The written consent of the Members;
- b. Termination of the IAA; or
- c. The entry of a decree of judicial dissolution or administrative dissolution under Nebraska law.

If any of these events occur, the Board of Directors of the Corporation will be provided written notice of this fact. The Board will then call a special meeting of the board and will vote to dissolve the Corporation, and to develop a plan of dissolution in accordance with Nebraska non-profit law.

Adopted on this _____ day of _____, 2021.

ADOPTED:

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

**CHILDREN'S HOSPITAL &
MEDICAL CENTER**

By: _____
Jeffrey P. Gold, MD, UNMC Chancellor

By: _____
Chanda Chacon, President & CEO

Date: _____

Date: _____

By: _____
Bradley E. Britigan, MD, Dean
College of Medicine

Date: _____

INSTITUTIONAL AFFILIATION AGREEMENT

APPENDIX “D”

JOINT RECRUITMENT PROCESS FOR CHILDREN’S, CHILDREN’S SPECIALTY PHYSICIANS, AND UNMC

To facilitate recruitment, hiring and retention of faculty/medical staff that will be dually employed by CSP and UNMC, this process will be employed by the two institutions. The engagement of the respective UNMC colleges and clinical departments/divisions/pediatric sections will occur as follows:

1. Clinical or academic need is identified by Children’s, CSP, and UNMC.

A business plan surrounding recruitment is prepared for review by PACE with all appropriate stakeholders’ input (i.e., Children’s operational leadership, chair of respective department, Division Chief/clinical service chief, pediatric section chief, and CHRI leadership). If any of the clinical work will be carried out at Nebraska Medicine facilities, consultation with the appropriate Nebraska Medicine leader will occur as part of the business plan development.

2. The department chair will consult the appropriate division chief and pediatric section chief when applicable who will work together with Children’s physician leadership and recruitment team to identify a list of potential candidates to interview for the position.
3. Interviews of candidates will be coordinated by both the department chair (or division chief designated by the chair) and Children’s administration.
4. Selection of the candidate and the decision to make an offer to that candidate in a formal offer letter from UNMC and the CSP plan is a joint decision that requires approval from each of Children’s administration, the UNMC-COM Dean, the department chair, the division chief, and the pediatric section chief as appropriate. If there is disagreement, the department chair will meet with the Children’s CEO and the UNMC-COM Dean or their designees to determine the outcome.
5. All relevant negotiation points, including who will be the primary negotiator in a particular recruitment, will be agreed upon by Children’s administration and the department chair, division chief, and pediatric section chief, when applicable, before finalizing the offer with the candidate.
6. The department chair and/or division chief together with Children’s physician leadership and recruitment team will be engaged with the transition of the candidates through their start date.
7. Both Children’s and UNMC (college, department and/or division and pediatric section) will use collaborative processes for renewal and/or retention when necessary and these

will be conducted consistent with University of Nebraska Board of Regents policy under the direction of the Office of the Chancellor.

8. If UNMC wishes to adjust a CSP faculty member's percentage of time spent performing clinical duties to permit the faculty member to spend a greater percentage of time on education or research, both Children's and UNMC will use collaborative processes and must agree upon whether such an adjustment will be made in the CSP faculty member's allocation of effort.
9. Following coordination between the UNMC Dean-COM and Children's CEO, Children's will determine if and when contracted clinicians to provide locum coverage to maintain necessary Clinical Services are required. If a locums expresses interest in teaching University Trainees, then CSP will determine if the locums may accept a University Trainee or Trainees or if that would increase the locums coverage costs to an unacceptable level. After CSP has made a financial determination that a locums who wants to teach University Trainee(s) may do so, then UNMC shall have the sole discretion as to whether to assign University Trainee(s), including residents and students, to a contracted clinician providing locum coverage who is serving in both a clinical and educational role.

**AMENDED AND RESTATED
BYLAWS OF
NEBRASKA PEDIATRIC PRACTICE, INC.**

**ARTICLE I
OFFICES**

The principal office of Nebraska Pediatric Practice, Inc. d/b/a Children's Specialty Physicians (the "Corporation") in the State of Nebraska shall be located in the City of Omaha, County of Douglas. The Corporation may have such other offices within or without the State of Nebraska as the Board of Directors may designate or as the business of the Corporation may require from time to time. The Corporation shall have and continuously maintain in the State of Nebraska a registered office and a registered agent whose office shall be identical with such registered office and may have such other offices within or without the State of Nebraska as the Board of Directors may determine.

**ARTICLE II
MEMBERS**

Section 1. Identity of Members. There shall be two members of the Corporation: (a) the Board of Regents of the University of Nebraska, a public body corporate, acting on behalf of the University of Nebraska Medical Center ("UNMC"), College of Medicine (the "Academic Member"), and (b) Children's Hospital & Medical Center, a Nebraska nonprofit corporation (the "Hospital Member"). The Academic Member and the Hospital Member shall collectively be referred to as the "Members."

Section 2. Actions of Members. Except as expressly provided in Article II, Section 7(b) below, whenever the Articles of Incorporation or Bylaws of the Corporation or applicable law require or permit action of the Members, (a) the Academic Member delegates its power and authority to the UNMC Chancellor (the "UNMC Chancellor"), and (b) the Hospital Member delegates its power and authority to the President & CEO of the Hospital Member (the "Hospital CEO"). Actions shall be deemed to be duly taken and authorized by the Members if they are approved at a meeting of or in writing by the Hospital CEO and the UNMC Chancellor, or their respective designees. Each Member may also act through any means authorized by law or its respective Bylaws or, in the case of the Hospital Member, also its Articles of Incorporation, or as approved by resolution of its respective governing body.

Section 3. Members Meetings; Voting. Meetings of the Members shall be held at the Corporation's offices or at a location designated in the notice, which shall comply with the requirements of Article II, Section 6, herein. Each Member shall have one vote. The affirmative approval of both Members is necessary for any action of the Members.

Section 4. Annual Members Meeting. The annual meeting of the Members shall be held at such time as the Members agree to from time to time.

Section 5. Special Members Meetings. Special meetings of the Members may be called by either Member, by the Board Chair, upon the request of a majority of the Corporation's

Board of Directors, or upon the request of the Corporation President or the Chief Operating Officer.

Section 6. Notice. Notice stating the place, the day, and hour of the annual and any special meeting of the Members, as well as the purposes for which a special meeting has been called, shall be given either personally, by electronic mail, or by regular mail to the UNMC Chancellor and the Corporation Secretary of the Board of Regents and to the Hospital CEO not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 7. Reserved Powers of Members.

a. Approval by the Hospital CEO and the UNMC Chancellor. Notwithstanding anything in these Bylaws to the contrary, the consent of the Members, acting through the UNMC Chancellor and the Hospital CEO, shall be required to approve the following actions of the Board of Directors:

- i. Election and Removal of Directors. In accordance with these Bylaws, each Member shall have the power to appoint certain Directors of the Corporation under Article III, Section 2, and remove certain Directors of the Corporation under Article III, Section 11.
- ii. Appointment and Removal of Corporation President and COO. In accordance with these Bylaws, the Members shall have the power to approve the appointment and removal of the person designated by the Board of Directors as the Corporation President and the person designated by the Board of Directors as the Chief Operating Officer.
- iii. Approval of Certain Actions. The following actions of the Corporation are subject to approval by the Members:
 - (1) adoption and adjustment of the Corporation's annual budget, capital expenditures budget, mission statement, operating plan, and long-range plan;
 - (2) incurrence or assumption of debt (other than trade payables);
 - (3) adoption of compensation plans;
 - (4) assessments against Members;
 - (5) any distributions of capital or net earnings of the Corporation; and
 - (6) changes to these Bylaws

b. Approval by Members. The consent of the Hospital Member, pursuant to processes or procedures that prescribe how its board adopts resolutions, and the consent of the Board of Regents, or if such authority is delegated by the Board of Regents, the

President of the University of Nebraska or the Chancellor of UNMC, shall be required to approve the following actions of the Board of Directors:

- i. Approval of Amendments. The Members shall have the power to approve or refuse to approve any amendment to the Corporation's Articles of Incorporation, or any action required to be submitted to and approved by the voting members of a nonprofit corporation pursuant to the Nebraska Nonprofit Corporation Act.
- ii. Approval of Certain Actions. The following actions of the Corporation are subject to approval by the Members:
 - (1) reorganization and transfer of assets outside of the ordinary course of business, including without limitation, sale or transfer to a third party of the Corporation's assets, dissolution of the Corporation, incurrence of debt or acquisition of property exceeding annual operating revenues;
 - (2) establishment of a subsidiary or participation as a shareholder, partner, or member of any other entity; and
 - (3) admission of new Members.

Section 8. Dispensing with Meetings. Any action required to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by both of the Members.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. Directors. There shall be thirteen (13) voting Directors of the Corporation, comprised of four (4) "Ex Officio Directors," four (4) "Member Appointed Directors," and five (5) "Physician Directors," all as follows.

- a. Ex Officio Directors. The four (4) Ex Officio Directors shall be voting Directors of the Corporation by virtue of their position with the Hospital Member or the Academic Member, as applicable.
 - i. The Hospital CEO, ex officio;
 - ii. The Academic Dean, ex officio;
 - iii. The Chair of the Department of Pediatrics of the Academic Member, ex officio; and

- iv. One (1) member of the Hospital's Board of Directors, recommended for appointment by the Hospital's Governance Committee, and approved by the Hospital Board chair.

Each Ex Officio Director serves for so long as he or she retains such position and is deemed to have been removed automatically upon exiting such position for any reason whatsoever.

- b. Member Appointed Directors. The following four (4) Member Appointed Directors shall be voting Directors of the Corporation by virtue of their appointment by the Hospital Member or the Academic Member, as applicable.
 - i. Two (2) voting Directors appointed by the Hospital CEO, one of whom is the Executive Vice President, Chief Clinical Officer, and Physician-in-Chief, and the other who cannot be a CSP Faculty member; and
 - ii. Two (2) voting Directors appointed by the UNMC Chancellor, neither of whom may be a CSP Faculty member and one (1) of whom must be the Chair of a Department at UNMC (other than the Chair of the Department of Pediatrics of the Academic Member).

Each Member Appointed Director serves for a term of three (3) years, or until his or her death, resignation, or removal, provided that the terms shall be staggered so that each year approximately one-third (1/3) of the Member Appointed Directors are appointed to the Board. Member Appointed Directors may serve for unlimited consecutive terms. Any Member Appointed Director who fails to meet the eligibility criteria herein is deemed to have been removed automatically upon the failure to meet such eligibility criteria for any reason whatsoever.

- c. Physician Directors. The following five (5) Physician Directors shall be voting Directors of the Corporation by virtue of their election by the CSP Faculty.
 - i. Five (5) voting Directors elected by CSP Faculty pursuant to an election process determined by the Physician Director Nominating Committee, each of whom must at all times be a CSP Faculty member licensed to practice medicine in Nebraska and a member of the active medical staff at the Hospital Member.

Each Physician Director serves for a term of three (3) years, or until his or her death, resignation, or removal, provided that the terms shall be staggered so that each year approximately one-third (1/3) of the Physician Directors are appointed to the Board. Physician Directors may serve for two (2) consecutive terms. The Physician Director Nominating Committee will establish a procedure for developing a slate of prospective Physician Directors. Any Physician Director who fails to meet the eligibility criteria herein is deemed to have been removed automatically upon the failure to meet such eligibility criteria for any reason whatsoever.

Section 2. Powers. The Board of Directors shall oversee the functioning of the Corporation as an integrated pediatric faculty practice that delivers high-quality, cost-effective patient care in support of the Members, consistent with the provisions of the Medical Service Plan. Without limiting the generality of the foregoing, and subject only to the laws of the State of Nebraska and the limitations and reserved powers contained in the Articles of Incorporation and these Bylaws of the Corporation, the Board of Directors shall oversee the Corporation in its performance of the following activities:

- a. Recruitment and selection of the Corporation President and Chief Operating Officer, subject to approval by the Members pursuant to Article II, Section 7(a).
- b. Recommendation of amendments to the Articles of Incorporation or these Bylaws, subject to approval by the Members pursuant to Article II, Section 7(b).
- c. Establishment or abolishment of standing and special committees of the Board of Directors not otherwise defined in these Bylaws.
- d. Development and adoption of business plans consistent with strategic priorities established by the Hospital Member and the Academic Member, including plans for recruitment, development, and retention of providers.
- e. Recommendation of the Corporation's annual budget and capital expenditures budget, subject to approval by the Members pursuant to Article II, Section 7(a), and oversight of fiscal performance.
- f. Approval and execution of material agreements with any third party where the Corporation intends to incur more than \$500,000, provided that this shall not apply to CSP Faculty employment agreements.
- g. Adoption of a compensation plan, subject to approval by the Members pursuant to Article II, Section 7(a) and related policies.
- h. Oversight of clinical practice development and faculty performance expectations, including, in consultation with department chairs and pediatric division chiefs, the development and implementation of clinical best practices, care pathways, policies, and procedures.
- i. Oversight of administrative infrastructure and practice management services provided in support of the clinical practice.
- j. Coordination and participation with the Hospital Member and the Academic Member in applicable peer review and risk management functions to be conducted by the Children's Hospital & Medical Center ("CHMC") Medical Staff for physicians whose clinical practice is more than fifty percent (50%) dedicated to patients under the age of 18 (eighteen) years and who are concurrently employed by the Corporation and the Academic Member ("CSP Faculty"), excepting those physicians identified in Section 8.c of the Amended and Restated Institutional

Affiliation Agreement between the Board of Regents and CHMC. CSP shall in turn inform the designated representatives of the Academic Member of such proceedings, to the extent permissible without waiving any peer review privileges.

- k. Ensure the availability of resources for approved clinical programs.
- l. Engage in short and long-term workforce planning and recruitment oversight.

Section 3. Annual Directors Meeting. The annual meeting of the Board of Directors shall be the first regular meeting of the Board of Directors held after January 1 of each year, or at such other time as may be agreed upon from time to time, and shall be held on the call of the Board Chair upon notice as provided for a regular meeting. The annual meeting of the Board of Directors shall be held for the purpose of electing officers and for the transaction of such other business as may come before the meeting.

Section 4. Regular Directors Meetings. The Board of Directors shall hold regular meetings on at least a quarterly basis pursuant to a schedule determined by the Board, with the first quarterly meeting to be held in January of each year. Notice stating the place, day, and hour of every regular meeting shall be given to each member of the Board of Directors at least five (5) days before the date fixed for the meeting. Unless specifically required by law or by these Bylaws, neither the business to be transacted at, nor the purpose of, any regular meeting need be specified in the notice of such meeting.

Section 5. Special Directors Meetings. Special meetings of the Board of Directors may be called at any time by either Member, by the Board Chair, upon the request of a majority of the Corporation's Board of Directors, or upon the request of the Corporation President or the Chief Operating Officer. Special meetings shall be held at such time and place as may be designated by the Board Chair. Notice stating the place, day and hour of every special meeting shall be given to each member of the Board of Directors at least two (2) days before the day fixed for the meeting. The notice of such meeting shall specify the business to be transacted and the purpose of any special meeting of the Board of Directors, and no other business shall be transacted at the meeting.

Section 6. Notice. Notice of the scheduling of any meeting shall be in writing; however, in the event of an emergency, such notice may be oral. Such notice may be by regular mail, electronic mail, or personal delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, properly addressed as appears on the records of the Corporation, with postage prepaid. Any Director may waive notice of a meeting. The attendance of a Director at a meeting shall constitute waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7. Vacancies. Interim vacancies occurring on the Board of Directors of a Member Appointed Director shall be filled upon appointment of a new Director by the relevant Member. Interim vacancies occurring on the Board of Directors of a Physician Director shall be filled by a special election by the CSP Faculty members. Any Director appointed to fill a vacancy

on the Board of Directors shall serve until the expiration of the term of the Director whose position he or she was appointed to fill or until his or her death, resignation, or removal.

Section 8. Voting; Quorum. A majority of the Directors in office shall constitute a quorum for the transaction of business, provided that (a) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Academic Member is present, and (b) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Hospital Member is present. Directors may participate in any meeting remotely by any means of communications equipment whereby all persons participating in the meeting can hear each other, and participation in such meeting in such manner shall constitute presence in person at such meeting. Each Director shall be entitled to one (1) vote. Voting by proxy is not permitted. A Director of the Corporation who is present at a meeting of the Board of Directors, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent or recusal shall be entered in the minutes of the meeting or unless the Director shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action or who recused himself or herself from such vote.

Section 9. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, provided that it shall be considered a tie unless (a) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Academic Member votes in the affirmative, and (b) at least one (1) of the Ex Officio Directors or Member Appointed Directors of the Hospital Member votes in the affirmative. The act of the Board of Directors is subject to approval of the Members when required by Article II, Section 7 of these Bylaws, by the Articles of Incorporation, or by applicable law. In the case of a tie vote, approval of an action shall require the unanimous consent of the UNMC Chancellor and the Hospital CEO.

Section 10. Dispensing With Meetings. Whenever the vote of the Board of Directors at a meeting thereof is required to be taken in connection with any corporate action, the meeting of Directors may be dispensed with and the corporate action may be carried forward if each Director consents in writing to a written vote on the action without a meeting of Directors, and if the entire Board files with the Secretary/Treasurer a written consent (in full or in counterparts) to the corporate action being taken, subject to approval of the Members when required by these Bylaws, by the Articles of Incorporation, or by applicable law. A responsive email providing unqualified affirmative consent that is sent from the email address that was provided by the Director to the Corporation for notice purposes shall be considered a written consent.

Section 11. Removal; Resignation. Any Member Appointed Director appointed by the Academic Member and any Member Appointed Director appointed by Hospital Member may be removed at any time by the Member who appointed such Director. A Physician Director may be removed at any time by the act of seventy-five percent (75%) of the total Directors then in office (excluding the Physician Director being considered for removal), provided that (a) at least three (3) of the Ex Officio Directors or Member Appointed Directors of the Academic Member votes in the affirmative, (b) at least three (3) of the Ex Officio Directors or Member Appointed Directors

of the Hospital Member votes in the affirmative, and (c) at least three (3) of the other Physician votes in the affirmative. Any Director so removed shall receive written notice of such removal. A Director may resign at any time upon giving notice to the Board Chair. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy immediately or it may be filled upon the effective date.

ARTICLE IV

OFFICERS OF THE BOARD OF DIRECTORS

Section 1. Board Officers. The officers of the Board of Directors shall consist of a Board Chair, Vice Chair, and Secretary/Treasurer. Each officer must be a Director. The Board of Directors may appoint or remove such other officers by affirmative vote of no less than two-thirds of the then existing officers of the Board, as they may deem appropriate.

Section 2. Term. The Board Chair shall be elected from among the Board of Directors at the annual meeting for a period of two (2) years or until his or her successor has been elected and shall have assumed his or her duties. The Vice Chair, and the Secretary/Treasurer shall be elected from among the Board of Directors at each annual meeting for a period of one (1) year or until his or her successor has been elected and shall have assumed his or her duties.

Section 3. Board Chair. The Board Chair shall set the agenda and preside at all meetings of the Board of Directors. The Board Chair shall identify and ensure that appropriate policy issues are addressed by the Board of Directors; ensure that Board matters are effectively analyzed in advance of Board or committee meetings in order to maximize the efficiency of deliberations; and work with the Corporation President and Chief Operating Officer to assure the Corporation's fiscal health and oversee execution of an operating plan. The Board Chair shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or as may be provided in these Bylaws.

Section 4. Vice Chair. The Vice Chair shall act as Board Chair in the absence of the Board Chair and, when so acting, shall have all of the power and authority of the Board Chair. The Vice Chair shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or the Board Chair or as may be provided in these Bylaws.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall cause notices of all meetings to be issued and shall cause minutes of all meetings to be recorded and maintained. The Secretary/Treasurer shall periodically review the Corporation's financial position with the Corporation President and Chief Operating Officer and present or arrange for a presentation of the financial position of the Corporation at each regular meeting of the Board of Directors. The Secretary/Treasurer shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or the Board Chair or as may be provided in these Bylaws.

Section 6. Removal; Resignation. The Board of Directors may remove from office any officer of the Corporation by affirmative vote of no less than two-thirds of the then existing officers in accordance with Section 1 above, and may accept the resignation of any officer of the Corporation. Whenever the Board Chair, Vice Chair, or Secretary/Treasurer ceases to be a Director, he or she shall be deemed to have been automatically removed from office.

Section 7. Vacancies. Any vacancies occurring in the office of Board Chair, Vice Chair, or Secretary/Treasurer by death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by the Board of Directors at a regular or a special meeting called for such purpose, but such vacancies need not be filled until the first annual meeting of the Board of Directors subsequent to the vacation of the office, if the Board of Directors does not deem it advisable to fill the vacancy prior to that meeting.

ARTICLE V **EXECUTIVE OFFICERS**

Section 1. Executive Officers. The Corporation may have a Corporation President in accordance with Article V, Section 2. The Corporation may have a Chief Operating Officer in accordance with Article V, Section 3. The Corporation President and Chief Operating Officer shall work as a dyad to lead the Corporation.

Section 2. President. The Board of Directors may, subject to approval of the Members pursuant to Article II, Section 7(a), designate and contract with an individual to serve as the Corporation President. The President shall report and be accountable to the Board of Directors, and shall also provide administrative and informational reports to each Member or to such person as each Member designates from time to time. The President shall be a CSP Faculty member and shall serve as the physician leader for the Corporation. The President shall attend Board meetings to report, provide expertise, and give recommendations to the Board as a designated attendee, but shall not be a "Director" or have the right to vote at any such meeting. The President has responsibility for the oversight and direction of the business activities of the Corporation, with overall strategic management and direction of the practice, financial results, and other affairs of the Corporation. The President shall work in close collaboration with any Chief Operating Officer, department chairs and division chiefs and leadership from the Hospital Member and the Academic Member to drive a high-performing faculty practice. The President shall work in close collaboration with the Chief Operating Officer to supervise and manage the day-to-day operations of the Corporation, including but not limited to implementation of policies approved by the Board of Directors, financial management and performance reporting, oversight of practice management infrastructure, and facilitation of planning and marketing. The President shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or Board Chair or as may be provided in these Bylaws.

Section 3. Chief Operating Officer. The Board of Directors may, subject to approval of the Members pursuant to Article II, Section 7(a), designate and contract with an individual to serve as the Chief Operating Officer. The Chief Operating Officer shall report and be accountable to the Board of Directors, and shall also provide administrative and informational reports to each

Member or to such person as the each Member designates from time to time. The Chief Operating Officer shall not be a CSP Faculty member and shall serve as the non-physician leader for the Corporation. The Chief Operating Officer shall attend Board meetings to report, provide expertise, and give recommendations to the Board as a designated attendee, but shall not be a "Director" or have the right to vote at any such meeting. The Chief Operating Officer has responsibility for achieving outcomes in practice and program operations, financial management, the administrative structure for physician recruitment and relations, practice development, and organizational leadership. The Chief Operating Officer shall work in close collaboration with the Corporation President, any department chairs and division chiefs and leadership from the Hospital Member and the Academic Member to drive a high-performing faculty practice. The Chief Operating Officer shall work in close collaboration with the Corporation President to supervise and manage the day-to-day operations of the Corporation, including but not limited to implementation of policies approved by the Board of Directors, financial management and performance reporting, oversight of practice management infrastructure, and facilitation of planning and marketing. The Chief Operating Officer shall have such other duties and responsibilities and may exercise such other powers as are usually incident to the office or as may be assigned from time to time by the Board of Directors or Board Chair or as may be provided in these Bylaws.

Section 4. Term; Compensation; Vacancies. The President and the Chief Operating Officer may each be appointed for such term as determined by the Members pursuant to Article II, Section 7(a). The Members may remove the President or the Chief Operating Officer pursuant to Article II, Section 7(a), and may accept the resignation of the President or the Chief Operating Officer. Compensation for the President and for the Chief Operating Officers shall be determined by the ~~by the~~ Members pursuant to Article II, Section 7(a), after a review of comparability data, with contemporaneous substantiation of the deliberation and decision, and in compliance with the Corporation's Conflict of Interest Policy and applicable law.

ARTICLE VI

COMMITTEES OF THE BOARD OF DIRECTORS

Section 1. Committees. Committees of the Board of Directors shall be standing or special. The Board of Directors may refer to the proper committee any matter affecting the Corporation or any operations needing study, recommendation, or action. A majority of the Directors in office shall approve the creation of all committees and appointment of members to such committees, including designation of all committee chairs, unless the composition of any committee is specifically provided for in the Articles of Incorporation or these Bylaws. Each standing committee shall have at least two (2) board members; the remaining committee members need not be Directors, provided that any non-Director committee members shall be subject to duties of care, loyalty, and confidentiality in favor of the Corporation. All committees shall report to and be advisory to the Board of Directors.

Section 2. Compensation Committee. The Compensation Committee shall be a standing committee and shall be responsible for recommending the compensation plan for CSP physicians to the Board, subject to approval of the Members pursuant to Article II, Section 7(a), and for recommending to the Board policies for implementing the compensation plan. The

Compensation Committee will interface with the Hospital Member's Compensation and Human Resources Committee.

Section 3. Audit, Finance, and Compliance Committee. The Audit, Finance, and Compliance Committee shall be a standing committee and shall be responsible for oversight of matters pertaining to the Corporation's finances, operating and capital budgets, patient care contracting, compliance program, and other elements of the Corporation's fiscal affairs.

Section 4. Clinical Operations and Performance Improvement Committee. The Clinical Operations and Performance Improvement Committee shall be a standing committee and shall be responsible for monitoring clinical operations and making recommendations to improve performance, including areas related to patient access, capacity and staffing, internal process variation, and clinical infrastructure and information systems that support care delivery.

Section 5. Physician Director Nominating Committee. The Physician Director Nominating Committee shall be a special committee and shall be responsible for establishing the process to identify, evaluate, and elect eligible members for the Physician Director positions. No board members shall be members of the Physician Director Nominating Committee.

Section 6. Other Committees or Task Forces. The Board may establish such other standing or special committees or task forces as it deems appropriate with such delegated powers and responsibilities as it shall designate.

Section 7. Committee Requirements. The Board of Directors and each standing and special committee created pursuant to these Bylaws, shall be subject to the following requirements:

- a. Each committee member shall have one (1) vote, but there shall be no voting by proxy. Subject to Article VI, Section 7(i), all committee business may be transacted by a majority vote of members in attendance, provided that at least two (2) of the Board members on the committee vote in favor, a quorum being present, unless otherwise provided for.
- b. Written notice shall be given by regular mail, electronic mail, or personal delivery to each committee member in advance of each committee meeting.
- c. Unless otherwise specifically provided under these Bylaws, each committee shall meet upon call by the chair of the committee or by the Board Chair.
- d. Each committee shall maintain minutes of meetings and proceedings.
- e. All committee members shall serve for a period of one (1) year or such other term as is established by the Board of Directors; committee members may serve for unlimited consecutive terms.
- f. Subject to Article VI, Section 7(i), the Board of Directors may delegate to any standing or special committees the power to take action in specific instances, except

to the extent that the same is reserved to the Board or subject to approval of the Members.

- g. Except as otherwise provided, fifty percent (50%) of the members of any standing or special committee shall constitute a quorum for the transaction of business, provided that for a standing committee at least two (2) of the Board members on the standing committee are present.
- h. The Corporation President and the Chief Operating Officer shall each be an ex-officio member of each committee, without vote.
- i. If non-Directors are appointed to a committee and if the committee has the power to take action in specific instances (rather than merely making recommendations to the Board of Directors), then the quorum shall require at least fifty percent (50%) of the Director members on the Committee and such action shall require approval by a majority vote of Director members in attendance.

ARTICLE VII **MISCELLANEOUS**

Section 1. Property of the Corporation. The title to all property of the Corporation, both real and personal, shall be vested in the Corporation.

Section 2. Indemnification of Directors and Officers. Each Director and each officer ~~is~~, whether or not then in office, shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him or her in connection with or resulting from any civil or criminal action, suit or proceeding to which he or she may be made a party by reason of ~~is~~ being or having been a Director or officer of the Corporation, to the fullest extent and in the manner permitted by the Nebraska Nonprofit Corporation Act. The foregoing right to indemnification shall include a right to reimbursement of reasonable amounts paid and expenses incurred in settling, compromising or otherwise adjudicating any such action, suit or proceeding, for the purpose of avoiding further costs of litigation. The right of indemnification hereunder shall not be exclusive of other rights to which such Director or officer or subordinate officer may be entitled as a matter of law or by agreement. The Corporation shall have the power to indemnify agents and employees of the Corporation to the extent and in the manner permitted by the Nebraska Nonprofit Corporation Act.

Section 3. Voting Equity Interests Owned by the Corporation. Unless otherwise ordered by the Board of Directors, the Corporation President shall have full power and authority on behalf of the Corporation to vote either in person or by proxy at any meeting of equity holders of any entity in which this Corporation may hold an equity interest, and at any such meeting may possess and exercise all of the rights and powers incident to the ownership of such equity interest which, as the owner thereof, this Corporation might have possessed and exercised if present. The Board of Directors may confer like powers upon any other person and may revoke any such powers as granted at its pleasure.

Section 4. Loans Prohibited. No loans shall be made by the Corporation to any officer or to any Director.

Section 5. Exempt Activities. The Corporation is intended to qualify under Section 509 and Section 501(c)(3) of the Internal Revenue Code, or the corresponding sections of any future federal tax code (hereinafter "Code"), as a public charity. Notwithstanding any other provision of these Bylaws, no Director or officer of the Corporation shall take any action or carry on any activity by or on behalf of the Corporation that is not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) and Section 509 of the Code, or the corresponding sections of any future federal tax code.

ARTICLE VIII **CONFLICT OF INTEREST**

The Board of Directors shall, by resolution, adopt a conflict of interest policy consistent with the Nebraska Nonprofit Corporation Act and the Code for the identification and disclosure of conflicts of interest and the process for approval of conflict of interest transactions. A "Conflicted Director" is a Director who has a conflict of interest with regard to the issue to be addressed, as determined under the Corporation's then-current Conflict of Interest Policy. Each Director has a continuing obligation to disclose any potential conflict of interest in accordance with the Corporation's then-current Conflict of Interest Policy, so that a determination can be made whether the Director has a conflict of interest. The categorization of a Director as a Conflicted Director shall be done on a Director-by-Director and issue-by-issue basis pursuant to the Corporation's then-current Conflict of Interest Policy. All Conflicted Directors shall be excluded from voting upon such issues causing classification as a Conflicted Director, whether in a regular or special meeting or executive session, in accordance with the Corporation's then-current Conflict of Interest Policy.

ARTICLE IX **CONFIDENTIALITY**

Directors, officers, and agents of the Corporation shall at all times maintain confidentiality with respect to any and all proprietary information of the Corporation and its Members and shall only use such information to the benefit of the Corporation. Directors shall inform committee members of such restrictions.

ARTICLE X **AMENDMENTS**

At any meeting of the Board of Directors, the Board may, by resolution, recommend to the Members the amendment of these Bylaws in any respect, provided that a copy of the proposed amendment has been provided by regular mail or electronic mail to each member of the Board of Directors at least seven (7) days prior to action by the Board. The Members must approve any amendments pursuant to Article II, Section 7.

Adopted on this _____ day of _____, 2021.

ADOPTED:

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

**CHILDREN'S HOSPITAL &
MEDICAL CENTER**

By: _____
Jeffrey P. Gold, MD, UNMC Chancellor

By: _____
Chanda Chacon,, President & CEO

Date: _____

Date: _____

By: _____
Bradley E. Britigan, MD, Dean
College of Medicine

Date: _____

2372305 v13

TO: The Board of Regents Addendum XI-B-10
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: A gift from Samuel Bak of 512 paintings to the University of Nebraska at Omaha

RECOMMENDED ACTION: Accept a gift from Samuel Bak of 512 paintings to establish the proposed Bak Museum at the University of Nebraska at Omaha

PREVIOUS ACTION: None

EXPLANATION: Through the generosity of Samuel Bak, Mr. Bak proposes to make a donation to the University of Nebraska at Omaha of 512 paintings, with an estimated value of \$18,500,000, to establish a museum to serve as an academic resource center on the UNO campus.

As the value of the proposed gift is in excess of \$1,000,000, Board of Regents' approval is required to accept the gift from Samuel Bak of 512 paintings to establish a museum and academic resource center on the campus at the University of Nebraska Omaha.

President Carter and Chancellor Gold both recommend for the Board's approval the acceptance of this gift from Samuel Bak of 512 paintings to establish a museum and academic resource center.

The Board of Regents, on behalf of the University of Nebraska at Omaha, expresses its deepest gratitude and appreciation to Samuel Bak for his support of the University of Nebraska.

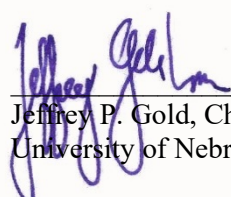
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: N/A

SOURCE OF FUNDS: N/A

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska at Omaha

DATE: March 5, 2021

C. FOR INFORMATION ONLY

D. REPORTS

1. Quarterly Personnel Report for the period October through December 2020, Addendum XI-D-1
2. Change to the Spring 2022 Academic Calendar for University of Nebraska (NU) Campuses, Addendum XI-D-2
3. Naming of Room S-111 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Koley Jessen Interview Room" pursuant to *Board of Regents Policy* RP-6.2.7.3.b, Addendum XI-D-3
4. Naming of the Exterior Vegetable Garden at Munroe-Meyer Institute for Genetics and Rehabilitation Facility at the University of Nebraska Medical Center, Addendum XI-D-4
5. Quarterly report of Gifts, Grants, Contracts and Bequests, Addendum XI-D-5
6. Quarterly Status of Capital Construction Projects, Addendum XI-D-6
7. Bids and Contracts, Addendum XI-D-7
8. Fund N Holdings as of December 31, 2020, Addendum XI-D-8

TO: The Board of Regents Addendum XI-D-1

Academic Affairs

MEETING DATE: April 9, 2021

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 2020 is attached.

PROJECT COST: None

SOURCE OF FUNDS: None

APPROVED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
¹ Stover, Shane	University Communications and Marketing	Director, Recruitment Technology Strategies	Special	8/1/2020		64,000 FY	1.00

¹ Inadvertently omitted from the third quarter's report.

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Fulton, Jesse	Animal Science	Associate Extension Educator	Special	11/1/2020		65,000 FY	1.00
McCullough, Mary	School of Natural Resources	Associate Extension Educator	Special	12/1/2020		67,500 FY	1.00
Swanson, Rebecca	4-H Youth Development	Extension Assistant Professor	Special	10/19/2020	10/18/2021	72,500 FY	1.00

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Bergan, Raymond	Eppley Institute	Professor	Special	11/9/2020		244,000 FY	1.00
		Research Scientist (Stipend)	Special	11/9/2020		75,000 FY	0.00
		Deputy Director (Stipend)	Special	11/9/2020		75,000 FY	0.00
² Choi, Justin	Physical Medicine and Rehabilitation	Assistant Professor	Health Prof	10/1/2020	6/30/2021	22,500 FY	0.50
da Silva Augusto, Leonardo	Pathology and Microbiology	Assistant Professor	Special	10/1/2020		60,000 FY	1.00
		Research Scientist (Stipend)	Special	10/1/2020		10,000 FY	0.00
David, Samuel	Surgery	Assistant Professor	Health Prof	11/1/2020	6/30/2022	45,000 FY	1.00
Delaney, Brian	Internal Medicine	Assistant Professor	Special	11/18/2020		50,000 FY	0.20
Fehringer, Edward	Orthopedic Surgery	Professor	Health Prof	11/1/2020	6/30/2022	55,000 FY	1.00
Gallegos, Gabriel	Anesthesiology	Assistant Professor	Special	10/1/2020		45,000 FY	1.00
Gilk, Stacey	Pathology and Microbiology	Associate Professor	Health Prof	10/1/2020	6/30/2021	70,000 FY	1.00
		Research Scientist (Stipend)	Special	10/1/2020	6/30/2021	60,000 FY	0.00
Haverkamp, Benjamin	Radiology	Associate Professor	Special	11/1/2020		45,000 FY	1.00
Hawkes, Maximiliano	Neurological Sciences	Assistant Professor	Health Prof	10/12/2020	6/30/2022	57,000 FY	1.00

² Remainder of salary defrayed by Nebraska-Western Iowa Health Care System.

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Herstein, Jocelyn	Environmental, Agricultural and Occupational Health	Research Assistant Professor	Special	12/1/2020		80,000 FY	1.00
Klugh III, Arnett	Neurosurgery	Associate Professor	Health Prof	10/1/2020	6/30/2022	50,000 FY	1.00
Liu, Jianuo	Pharmacology and Experimental Neuroscience	Assistant Professor	Special	12/1/2020		60,800 FY	0.80
Lloyd, Patrick	Pediatrics	Assistant Professor	Health Prof	10/19/2020	6/30/2022	45,000 FY	1.00
³ Mercer, TaWanda	College of Nursing - Omaha Division	Clinical Assistant Professor	Special	9/1/2020	5/14/2021	13,749 AY	0.20
Nguyen, Thuytien	Internal Medicine	Assistant Professor	Special	11/1/2020		45,000 FY	1.00
Peter, Elizabeth	Internal Medicine	Assistant Professor	Special	11/1/2020		45,000 FY	1.00
Preston, Bradley	Eppley Institute	Professor	Special	11/1/2020		160,000 FY	1.00
Saad Aldin, Ehab	Radiology	Assistant Professor	Special	11/1/2020		45,000 FY	1.00
Santamaria, Juan	Surgery	Assistant Professor	Health Prof	10/1/2020	6/30/2022	45,000 FY	1.00
Silva, Fabiana	Health Promotion	Assistant Professor	Health Prof	10/1/2020	6/30/2023	100,000 FY	1.00

³ Correction of rank from Instructor entered subsequent to third quarter's submission.

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Sivaraman, Anita	Internal Medicine	Assistant Professor	Health Prof	10/1/2020	6/30/2021	45,000 FY	1.00
Srishti, Sree Valli Aparna	Pediatrics	Assistant Professor	Health Prof	10/1/2020	6/30/2021	57,000 FY	1.00
Wang, Xinglong	Pharmacology and Experimental Neuroscience	Professor	Health Prof	11/2/2020	6/30/2022	80,000 FY	1.00
		Research Scientist (Stipend)	Special	11/2/2020		92,741 FY	0.00
Wehling, Cassandra	Internal Medicine	Assistant Professor	Health Prof	10/1/2020	6/30/2021	45,000 FY	1.00

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Ayayee, Paul	Biology	Assistant Professor	Specific	10/7/2020		57,198	1.00
Garcia, Teresa	College of Arts and Sciences	Assistant Dean of Business and Financial Affairs	Special	10/19/2020		105,000	1.00
Warren, Vanessa	Office of Academic Affairs	Academic Human Resources Officer	Special	11/2/2020		120,000	1.00

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
4 Barrett, Scott	Psychology	Research Assistant Professor	Faculty Research			60,000 FY	1.00
		Research Assistant Professor	Faculty Research			55,000 FY	1.00
Helding, Brandon	Social and Behavioral Science Research Consortium	Research Assistant Professor	Faculty Research	11/1/2020		26,252 FY	0.42
		Research Assistant Professor	Faculty Research		10/31/2020	16,802 FY	0.27
Jewell, Andrew	University Libraries	Professor	Continuous			87,555 AY	1.00
		Professor	Continuous			87,555 AY	1.00
	Digital Initiatives and Special Collections	Interim Chairperson (Stipend)	Special	11/16/2020	11/15/2021	9,500 FY	0.00
		Interim Coordinator (Stipend)	Special		11/15/2020	8,000 FY	0.00
	Center for Digital Research in the Humanities	Interim Director (Stipend)	Special	11/16/2020	11/15/2021	3,500 FY	0.00
		NA	NA			0 FY	0.00

⁴ Internal equity increase.

Shaded reflects new or ongoing appointment

Un-shaded reflects old appointment

PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Lorang, Elizabeth	University Libraries	NA	NA	10/1/2020		0 FY	0.00
		Associate Professor	Continuous		9/30/2020	78,654 FY	1.00
		Associate Dean	Special	10/1/2020	9/30/2023	102,654 FY	1.00
		Interim Associate Dean	Special		9/30/2020	24,000 FY	0.00
Maxey-Harris, Charlene	University Libraries	NA	NA	10/1/2020		0 FY	0.00
		Associate Professor	Continuous		9/30/2020	80,698 FY	1.00
		Associate Dean	Special	10/1/2020	9/30/2023	105,698 FY	1.00
		Interim Associate Dean (Stipend)	Special		9/30/2020	15,000 FY	0.00
		Interim Chairperson	Special	10/1/2020	6/30/2021	0 FY	0.00
		Interim Chairperson (Stipend)	Special		9/30/2020	10,000 FY	0.00
Spiegel, Amy	Social and Behavioral Science Research Consortium	Research Associate Professor	Faculty Research	11/1/2020		57,723 FY	0.70
		Research Associate Professor	Faculty Research		10/31/2020	53,600 FY	0.65

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Hyten Jr., David	Agronomy and Horticulture	Associate Professor	Continuous			112,189 FY	1.00
		Associate Professor	Continuous			112,189 FY	1.00
		Haskins Professor of Plant Genetics Professorship	Special	12/1/2020	11/30/2025	10,000 FY	0.00
		Haskins Professor of Plant Genetics Professorship	Special		11/30/2020	10,000 FY	0.00
Koehler-Cole, Katja	Agronomy and Horticulture	Research Assistant Professor	Special	12/1/2020	11/30/2021	61,116 FY	1.00
		Research Assistant Professor	Special		11/30/2020	61,116 FY	1.00
Limpert, George	School of Natural Resources	Research Assistant Professor	Special	10/1/2020	8/31/2022	57,200 FY	1.00
		Post Doctoral Associate	Other		9/30/2020	46,500 FY	1.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>	
Barnason, Susan	College of Nursing - Lincoln Division	Professor	Continuous			167,391 FY	1.00	
		Professor	Continuous			167,391 FY	1.00	
		Interim Assistant Dean (Stipend)	Special	12/1/2020		5,000 FY	0.00	
		N/A	N/A		11/30/2020	0 FY	0.00	
Carmines, Pamela	Cellular and Integrative Physiology	Professor	Continuous			77,143 FY	0.50	
		Professor	Continuous			77,143 FY	0.50	
	Graduate Studies	Executive Associate Dean (Includes Stipend)	Special			97,143 FY	0.50	
		Executive Associate Dean (Includes Stipend)	Special			97,143 FY	0.50	
	Academic Affairs	Deputy Research Integrity Officer (Stipend)	Special	10/1/2020		5,000 FY	0.00	
		N/A	N/A		9/30/2020	0 FY	0.00	
	Cornett, Chris	Orthopedic Surgery	Associate Professor	Health Prof			81,480 FY	1.00
			Associate Professor	Health Prof			81,480 FY	1.00
L. Thomas Hood, MD Professor of Orthopedic Surgery (Stipend)			Special	10/1/2020	9/30/2025	18,520 FY	0.00	
N/A			N/A		9/30/2020	0 FY	0.00	

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Dash, Prasanta	Pharmacology and Experimental Neuroscience	Assistant Professor	Health Prof			60,000 FY	1.00
		Assistant Professor	Health Prof			60,000 FY	1.00
		Research Scientist (Stipend)	Special	11/1/2020	6/30/2021	36,810 FY	0.00
		Research Scientist (Stipend)	Special		10/31/2020	16,810 FY	0.00
Delair, Shirley	Pediatrics	Associate Professor	Health Prof			42,780 FY	1.00
		Associate Professor	Health Prof			42,780 FY	1.00
	College of Medicine	Associate Dean for Diversity, Equity and Inclusion	Special	11/1/2020		0 FY	0.00
		N/A	N/A		10/31/2020	0 FY	0.00
Esposito, Paul	Orthopedic Surgery	Professor	Continuous			126,398 FY	1.00
		Professor	Continuous			126,398 FY	1.00
		Ronald W. Schaefer Endowed Chair of Pediatric Orthopedic Surgery	Special	11/1/2020	10/31/2025	0 FY	0.00
		Ronald W. Schaefer Endowed Chair of Pediatric Orthopedic Surgery	Special		10/31/2020	0 FY	0.00
		Ronald W. Schaefer Endowed Chair of Pediatric Orthopedic Surgery	Special		10/31/2020	0 FY	0.00
Gove, Nadia Abraham	Pediatrics	Assistant Professor	Special	10/1/2020		22,500 FY	0.50
		Assistant Professor	Special		9/30/2020	11,250 FY	0.25

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Haynatzki, Gleb	Biostatistics	Professor	Continuous			181,048	FY 1.00
		Professor	Continuous			181,048	FY 1.00
		N/A	N/A	10/1/2020		0	FY 0.00
		Graduate Program Director (Stipend)	Special		9/30/2020	5,000	FY 0.00
Hewlett, Angela	Internal Medicine	Associate Professor	Special			85,591	FY 0.93
		Associate Professor	Special			85,591	FY 0.93
		George William Orr, MD and Linda Orr Chair in Health Security	Special	12/1/2020	11/30/2025	0	FY 0.00
		N/A	N/A		11/30/2020	0	FY 0.00
Hwang, Soonjo	Psychiatry	Associate Professor	Special			47,650	FY 1.00
		Associate Professor	Special			47,650	FY 1.00
		Anna Stake Distinguished Professor	Special	11/1/2020	10/31/2025	0	FY 0.00
		N/A	N/A		10/31/2020	0	FY 0.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>	
Jarzynka, Kimberly	Family Medicine	Associate Professor	Health Prof			111,912	FY 1.00	
		Associate Professor	Health Prof			111,912	FY 1.00	
		Residency Program Director (Stipend)	Special			5,500	FY 0.00	
		Residency Program Director (Stipend)	Special			5,500	FY 0.00	
		Vice Chairperson (Stipend)	Special			10,000	FY 0.00	
		Vice Chairperson (Stipend)	Special			10,000	FY 0.00	
	College of Medicine	Assistant Dean for Admissions	Special		10/1/2020		0	FY 0.00
		N/A	N/A			9/30/2020	0	FY 0.00
	Jenkins, James	Adult Restorative Dentistry	Associate Professor	Health Prof			134,478	FY 1.00
			Associate Professor	Health Prof			134,478	FY 1.00
Dr. Harold (Ted) Maude and Marilyn Pedersen Maude Faculty Fellow (Stipend)			Special		10/20/2020	6/30/2025	5,000	FY 0.00
N/A			N/A			10/19/2020	0	FY 0.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Kim, Jungyoon	Health Services Research and Administration	Assistant Professor	Special			80,606 FY	0.85
		Assistant Professor	Special			80,606 FY	0.85
		N/A	N/A	12/31/2020		0 FY	0.00
		Vice Chairperson (Stipend)	Special		12/30/2020	2,500 FY	0.00
Lindsey, Merry	Cellular and Integrative Physiology	Professor	Continuous			80,100 FY	1.00
		Professor	Continuous			80,100 FY	1.00
		Director of Cardiovascular Research (Stipend)	Special			100,000 FY	0.00
		Director of Cardiovascular Research (Stipend)	Special			100,000 FY	0.00
		Chairperson (Stipend)	Special			60,000 FY	0.00
		Chairperson (Stipend)	Special			60,000 FY	0.00
		Research Scientist (Stipend)	Special	11/1/2020		91,351 FY	0.00
		Research Scientist (Stipend)	Special		10/31/2020	160,000 FY	0.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Lunning, Matthew	Internal Medicine	Associate Professor	Health Prof			50,100 FY	1.00
		Associate Professor	Health Prof			50,100 FY	1.00
	Clinical Research Center	Medical Director (Stipend)	Special	10/1/2020		100,000 FY	0.00
		Medical Director (Stipend)	Special		9/30/2020	14,061 FY	0.00
Maloney, Shannon	Health Promotion	Assistant Professor	Special	11/1/2020		70,760 FY	0.75
		Assistant Professor	Special		10/31/2020	47,173 FY	0.50
Manley, Natalie	Internal Medicine	Assistant Professor	Special	12/1/2020		36,540 FY	0.90
		Assistant Professor	Special		11/30/2020	24,360 FY	0.60

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>	
Mott, Justin	Biochemistry and Molecular Biology	Associate Professor	Health Prof			118,056 FY	1.00	
		Associate Professor	Health Prof			118,056 FY	1.00	
		Medical Core Assistant Director (Stipend)	Special			7,500 FY	0.00	
		Medical Core Assistant Director (Stipend)	Special			7,500 FY	0.00	
		Research Scientist (Stipend)	Special			5,903 FY	0.00	
		Research Scientist (Stipend)	Special			5,903 FY	0.00	
	College of Medicine	Director of MD, PhD Program (Stipend)	Special		10/1/2020		2,500 FY	0.00
		N/A	N/A			9/30/2020	0 FY	0.00
		Curriculum Committee Chair (Stipend)	Special		10/1/2020		2,500 FY	0.00
		N/A	N/A			9/30/2020	0 FY	0.00
Murray, Nicholas	Adult Restorative Dentistry	Clinical Instructor	Special		11/1/2020	55,000 FY	0.50	
		Clinical Instructor	Special			10/31/2020	66,000 FY	0.60

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Palm, David	Health Services Research and Administration	Associate Professor	Special			68,039 FY	0.60
		Associate Professor	Special			68,039 FY	0.60
		N/A	N/A	12/31/2020		0 FY	0.00
	Center for Health Policy	Interim Chairperson (Stipend)	Special		12/30/2020	5,000 FY	0.00
		Director (Stipend)	Special			5,000 FY	0.00
		Director (Stipend)	Special			5,000 FY	0.00
Periyasamy, Palsamy	Pharmacology and Experimental Neuroscience	Assistant Professor	Health Prof	11/1/2020	6/30/2022	58,000 FY	1.00
		Assistant Professor	Special		10/31/2020	58,000 FY	1.00
		Research Scientist (Stipend)	Special			32,000 FY	0.00
		Research Scientist (Stipend)	Special			32,000 FY	0.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>	
Smith, Carl	Obstetrics and Gynecology	Professor	Continuous			49,848 FY	0.21	
		Professor	Continuous			49,848 FY	0.21	
		Chairperson (Includes Stipend)	Special			157,368 FY	0.60	
		Chairperson (Includes Stipend)	Special			157,368 FY	0.60	
		Chris J. And Marie A. Olson Professor of Obstetrics and Gynecology	Special	11/1/2020	10/31/2025	45,280 FY	0.19	
	Chris J. And Marie A. Olson Professor of Obstetrics and Gynecology	Special		10/31/2020	45,280 FY	0.19		
	College of Medicine	Senior Associate Dean for Clinical Affairs (Stipend)	Special			5,000 FY	0.00	
		Senior Associate Dean for Clinical Affairs (Stipend)	Special			5,000 FY	0.00	
	Tompkins, Janice	Health Services Administration	Assistant Dean for Inclusion and Diversity	Special	10/3/2020		60,629 FY	0.50
			Assistant Dean for Academic Affairs	Special		10/2/2020	60,529 FY	0.50
⁵ Waltman, Nancy	College of Nursing - Lincoln Division	Professor	Special	11/1/2020		11,666 FY	0.08	
		Professor	Special		10/31/2020	7,777 FY	0.05	

⁵ Salary discrepancy due to rounding.

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Wichman, Christopher	Biostatistics	Assistant Professor	Health Prof			118,014 FY	1.00
		Assistant Professor	Health Prof			118,014 FY	1.00
		Graduate Program Director (Stipend)	Special	10/2/2020		5,000 FY	0.00
		N/A	N/A		10/1/2020	0 FY	0.00

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PERSONNEL REPORT
10/1/2020 - 12/31/2020
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>
Myers, Sara	Office of Research and Creative Activity	Assistant Vice Chancellor	Special			138,222 FY	1.00
		Assistant Vice Chancellor	Special			138,222 FY	1.00
		NA	NA	11/1/2020		0 FY	0.00
		Coordinator, Teacher-Researcher Partnership Program	Special		10/31/2020	5,500 FY	0.00
		D.B. and Paula Varner Professorship	Special		8/31/2023	10,000 FY	0.00
		D.B. and Paula Varner Professorship	Special		8/31/2023	10,000 FY	0.00

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

MEETING DATE: April 9, 2021

SUBJECT: Change to the Spring 2022 Academic Calendar for University of Nebraska (NU) Campuses

RECOMMENDED ACTION: Report

PREVIOUS ACTION: October 8, 2020 – The change to the Spring 2021 Academic Calendar for the University of Nebraska campuses was reported to the Board.

June 26, 2020 – The change to the Fall 2020 Academic Calendar for the University of Nebraska campuses was reported to the Board.

December 3, 2015 – The 2020-2030 Academic Calendar was reported to the Board.

EXPLANATION: Recognizing the changing educational landscape and to provide additional coursework options for students, the University-wide Calendar Committee has recommended and the Executive Vice President and Provost has approved a modification to the Spring 2022 academic calendar. Each campus has developed a specialized calendar based on academic and student needs. Instructional modalities and delivery of class finals remain the purview of individual campuses. For the next few years, the Committee recommends that the NU campuses continue to innovate and assess which calendar options best serve students and their university communities, while simultaneously moving towards calendars with as much commonality as possible.

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

SPONSOR: University-wide Calendar Committee

APPROVED: /s/ Susan M. Fritz
Executive Vice President and Provost

DATE: March 5, 2021

Spring 2022 Calendar (Pilot)

	Approved (UNMC & NCTA)	UNK Proposed	UNL Proposed	UNO Proposed
3-week Interim starts		January 3, 2022		January 3, 2022
3-week Interim ends		January 21, 2022		January 21, 2022
2-week Spring Semester Pre-session starts			January 3, 2022	
2-week Spring Semester Pre-session ends			January 14, 2022	
Martin Luther King, Jr. Day	January 17, 2022	January 17, 2022	January 17, 2022	January 17, 2022
First Day of Regular Session Spring Classes	January 10, 2022	January 24, 2022	January 18, 2022	January 24, 2022
Spring Break	March 13-20, 2022	March 12-16, 2022	March 13-20, 2022	March 12-16, 2022
Spring Classes End	April 30, 2022	May 6, 2022	May 7, 2022	May 6, 2022
Finals		May 9-12, 2022	May 9-13, 2022	May 9-13, 2022
Commencement	May 6, 2022	May 13, 2022	May 13 (grad) and May 14 (undergrad), 2022	May 14, 2022

Source: <https://nebraska.edu/academic-calendar>

At UNL, the additional January session will, for financial aid reasons and with consideration for Big 10 athlete eligibility, be considered a “module” within the Spring semester. The Pre-Session (which we will continue to refer to as “Winterim” in broader student and marketing communications) will be focused on 0, 1, and 2 credit courses, with an option for 3-credit (or other variable credit) courses to be offered through a continuation into the regular Spring semester, including over Spring Break, March 13-20, 2022.

TO: The Board of Regents Addendum XI-D-3

Business and Finance

MEETING DATE: April 9, 2021

SUBJECT: Naming of Room S-111 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Koley Jessen Interview Room" pursuant to *Board of Regents Policy RP-6.2.7.3.b*

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Green have approved the naming of Room S-111 in the College of Law's Marvin and Virginia Schmid Clinic Building "The Koley Jessen Interview Room" in recognition of a generous contribution toward the construction of the facility.


The law firm of Koley Jessen P.C., L.L.O., based in Omaha, has generously donated \$50,000 to the College of Law to support the College and its programming related to the addition to McCollum Hall that houses the clinic and experiential programs. The proposed naming recognizes their extraordinary service to the University and their significant financial contribution toward the construction of the facility. This is the last unnamed interview room in the Schmid Clinic Building, thus completing an effort dating back to 2016.

This proposal was reviewed and recommended for approval by the Business and Finance Committee.

SPONSORS: Richard Moberly
Dean, College of Law

William J. Nunez
Vice Chancellor for Business and Finance

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


Walter E. Carter, President
University of Nebraska

DATE: March 5, 2021

TO: The Board of Regents Addendum XI-D-4

Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Naming of the Exterior Vegetable Garden at Munroe-Meyer Institute for Genetics and Rehabilitation Facility at the University of Nebraska Medical Center

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Gold have approved the naming of the Exterior Vegetable Garden at Munroe-Meyer Institute for Genetics and Rehabilitation.

Donor: Munroe-Meyer Guild
Description: Exterior Vegetable Garden
Naming: Munroe-Meyer Guild Therapy Garden

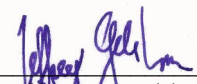
With the naming of these areas as stated above, the Board of Regents expresses its deepest gratitude and appreciation for the Donors' generous support to the University of Nebraska and the University of Nebraska Medical Center.

Under the Board of Regents Policy RP-6.2.7.3.b. The naming of a room or a small cluster of rooms or a small campus feature such as a garden, footbridge, or landscaped area in honor of an individual, a family, or an organization shall be approved by the Chancellor responsible for such a Facility and the President. Such naming shall be reported to the Board of Regents.


This item has been reviewed by the Business and Finance Committee.

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center



Walter E. Carter, President
University of Nebraska

DATE: March 5, 2021

TO: The Board of Regents
Business and Finance Committee

Addendum XI-D-5

MEETING DATE: April 9, 2021

SUBJECT: University of Nebraska at Kearney
Report of Gifts, Grants, Contracts and Bequests accepted during the Quarter
October 1, 2020 through December 31, 2020

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/20-9/30/20	\$ 850,105	\$ 4,147,398	\$0	\$ 40,600	\$ 5,038,103
10/1/20-12/31/20	\$ 374,043	\$ 1,641,551	\$0	\$ 178,000	\$ 2,193,594
1/1/21-3/31/21	\$ 0	\$ 0	\$0	\$ 0	\$ 0
4/1/21-6/30/21	\$ 0	\$ 0	\$0	\$ 0	\$ 0
Fiscal YTD Totals	<u>\$1,224,148</u>	<u>\$ 5,788,949</u>	<u>\$0</u>	<u>\$ 218,600</u>	<u>\$ 7,231,697</u>
2019-20 Totals	<u>\$5,089,947</u>	<u>\$14,356,015</u>	<u>\$0</u>	<u>\$ 343,423</u>	<u>\$19,789,385</u>
2018-19 Totals	<u>\$4,385,676</u>	<u>\$ 9,727,239</u>	<u>\$0</u>	<u>\$ 430,257</u>	<u>\$14,543,172</u>

A - Gifts of \$100,000 and more are itemized on the attached pages
B - Grants of \$1,000,000 and more are itemized on the attached pages
C - All bequests are itemized on the attached pages
D - Contracts of \$400,000 and more are itemized on the attached pages

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

RECOMMENDED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

DATE: March 5, 2021

University of Nebraska at Kearney
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, 2020 through December 31, 2020

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
		\$ 0
	Subtotal	\$ 0
	Total amount of gifts under \$100,000	<u>\$ 374,043</u>
Total Gifts for the Quarter		<u>\$ 374,043</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Nebraska Dept. of Roads	Safety Center	Public Safety	\$1,198,272
	Subtotal		\$ 1,198,272
	Total amount of all Grants under \$1,000,000		<u>\$ 443,279</u>
Total Grants for the Quarter			<u>\$ 1,641,551</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		<u>\$ 178,000</u>
Total Contracts for the Quarter			<u>\$ 178,000</u>

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter October 1, 2020 through December 31, 2020

RECOMMENDED ACTION: Report

	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
Description					
7/1/20-9/30/2020	\$178,784	\$61,667,500	\$0	\$13,414,029	\$75,260,313
10/1/20-12/31/2020	\$493,857	\$28,421,222	0	\$12,165,112	\$41,080,191
1/1/21-3/31/2021	0	0	0	0	0
4/1/21-6/30/2021	0	0	0	0	0
Fiscal YTD Totals	<u>\$672,641</u>	<u>\$90,088,722</u>	<u>\$0</u>	<u>\$25,579,141</u>	<u>\$116,340,504</u>
2019-20 Totals	<u>\$1,757,540</u>	<u>\$242,920,333</u>	<u>\$0</u>	<u>\$35,484,484</u>	<u>\$280,163,357</u>
2018-19 Totals	<u>\$1,877,849</u>	<u>\$230,168,714</u>	<u>\$1,000,000</u>	<u>\$38,174,920</u>	<u>\$271,221,483</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 G. Wilhelm
Vice Chancellor for Research & Economic Development

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

DATE: March 5, 2021

University of Nebraska-Lincoln
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER 10/01/2020 – 12/31/2020

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Johnny Carson Foundation	Student Computer Fund	\$190,000
	Subtotal	\$190,000
	Total amount of gifts under \$100,000	<u>\$303,857</u>
	Total Gifts for the Quarter	<u>\$493,857</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Dept of Agriculture-ARS	Archie Clutter Dean's Office for Agricultural Research Division	Support Effort for Developing Scientific Information and New Technology to Solve High Priority Problems for U.S. Beef, Sheep and Swine Industries	\$3,200,000
		Subtotal	\$3,200,000
		Total amount of all Grants under \$1,000,000	<u>\$25,221,222</u>
		Total Grants for the Quarter	<u>\$28,421,222</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Children & Families Foundation	Kathleen Gallagher Buffett Early Childhood Institute	Preschool Development Grant Birth Through 5 (PDG B-5) Renewal Grant	\$1,947,025
Natl Strategic Rsch Inst (NSRI)	David Berkowitz Department of Chemistry	Medical Countermeasure Drug Discovery and Development	\$1,825,325
Ne Dept Health & Human Serv	Lindsey Witt-Swanson Bureau of Sociological Research	Behavioral Risk Factor Surveillance System, Adult Tobacco Survey, and Pregnancy Risk Assessment Monitoring System	\$810,823

Florida Dept of Education	Kurt Geisinger Department of Educational Psychology	Florida State Assessment Audit	\$744,884
Oswaldo Cruz Fdn-Fiocruz	Scott Johnson Biological Process Development Facility	Tech Transfer and GMP Production of Sm14	\$469,869
Industry Sponsor	Scott Johnson Biological Process Development Facility	Tech Transfer, Development, and cGMP Manufacturing of NTR-10	\$402,641
		Subtotal	\$6,200,567
		Total amount of all Contracts under \$400,000	<u>\$5,964,545</u>
		Total Contracts for the Quarter	<u><u>\$12,165,112</u></u>

TO: The Board of Regents
Business & Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the
Quarter October 1, 2020 through December 31, 2020

RECOMMENDED ACTION: Report

EXPLANATION: This item has been reviewed by the Business and Finance Committee.

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2020 - 09/30/2020	\$163,726	\$41,624,488	\$0	\$16,951,859	\$58,740,073
10/01/2020 - 12/31/2020	\$10,582	\$9,916,738	\$0	\$31,559,348	\$41,486,668
01/01/2021 - 03/31/2021					
04/01/2021 - 06/30/2021					
Fiscal YTD Totals	<u>\$174,308</u>	<u>\$51,541,226</u>	<u>\$0</u>	<u>\$48,511,207</u>	<u>\$100,226,741</u>
2019-2020 Totals	<u>\$796,745</u>	<u>\$145,657,041</u>	<u>\$0</u>	<u>\$77,742,309</u>	<u>\$224,196,095</u>
2018-2019 Totals	<u>\$936,186</u>	<u>\$116,803,694</u>	<u>\$0</u>	<u>\$43,446,093</u>	<u>\$161,185,973</u>

- A - Gifts of \$100,000 or more are itemized on the attached pages
- B - Grants of \$1,000,000 or more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 or more are itemized on the attached pages

SPONSOR: Jennifer L. Larsen, M.D. 
Vice Chancellor of Research

APPROVAL: 
Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: March 5, 2021

UNIVERSITY OF NEBRASKA MEDICAL CENTER
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER OCTOBER 1, 2020 - DECEMBER 31, 2020

Contracts \$400,000 and over

<u>Grantee</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Natera Inc	---New--- Int Med Nephrology	The PROspira Kidney Transplant ACTIVE Rejection Assessment registry (ProActive) study; Protocol 18-039-TRP	\$784,653
Duke University	---New--- Int Med Geriatrics/Palliative Med	Pragmatic Evaluation of Events and Benefits of Lipid-Lowering in Older Adults PREVENTABLE	\$406,700
Lilly USA, LLC	---New--- Int Med DEM	The Effect of Tirzepatide versus Dulaglutide on Major Cardiovascular Events in Patients with Type 2 Diabetes (SURPASS-CVOT)	\$570,484
Omaha Public Schools	---New--- Pathology/Microbiology	OPS Surveillance Program for In-person Teaching during SARS-CoV-2 Capacity Development & Pilot Program	\$2,337,341
National Strategic Research Institute	---New--- Pharmacology/Exp Neuroscience	Biologic and Chemical Threat Characterization and Medical Countermeasure Development	\$461,131
Celgene Corporation	---New--- Int Med Oncology/Hematology	A Phase 1, Multicenter, Open-Label Study of CC-97540, CD19-Targeted NEX-T Chimeric Antigen Receptor (CAR) T Cells, in Subjects with Relapsed or Refractory B-Cell Non-A Multicenter, Adaptive, Randomized Blinded Controlled Trial of the Safety and Efficacy of Investigational Therapeutics for the Treatment of COVID-19 in Hospitalized Adults 20-	\$636,170
Leidos Biomedical Research, Inc.	---New--- Int Med Infectious Diseases	A prospective, randomized , active (warfarin) controlled, parallel-arm clinical trial to determine if patients with an On-X aortic valve can be maintained safely and effectively on the factor Xa	\$1,100,734
CryoLife, Inc.	---New--- Surgery-Cardiothoracic Surgery	A Phase 3, Randomized, Observer-Blinded, Placebo-Controlled Study to Evaluate the Efficacy, Safety, and Immunogenicity of SARS-CoV-2 Recombinant Spike Protein Nanoparticle	\$573,731
Fred Hutchinson Cancer Research Center	---New--- Int Med Infectious Diseases		\$3,832,501

UNIVERSITY OF NEBRASKA MEDICAL CENTER
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER OCTOBER 1, 2020 - DECEMBER 31, 2020

Contracts \$400,000 and over

<u>Grantee</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
		Subtotal	\$21,518,666
		Total amount of Contracts under \$400,000	<u>\$10,040,682</u>
		Total Contracts for the Quarter	<u>\$31,559,348</u>

TO: The Board of Regents
 Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: University of Nebraska at Omaha
 Report of Gifts, Grants, Contracts and Bequests accepted during the
 Quarter October 1, 2020 through December 31, 2020

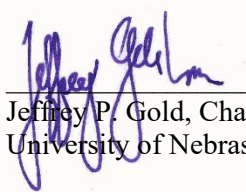
RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/20-9/30/2020	\$768,629	\$18,932,974	\$500,000	\$738,576	\$20,940,179
10/1/20-12/31/2020	\$1,145,704	\$4,989,336	\$0	\$375,182	\$6,510,222
1/1/21-3/31/2021	\$0	0	\$0	0	0
4/1/21-6/30/2021	\$0	0	\$0	0	0
Fiscal YTD Totals	<u>\$1,914,333</u>	<u>\$23,922,310</u>	<u>\$500,000</u>	<u>\$1,113,758</u>	<u>\$27,450,401</u>
2019-2020 Totals	\$13,665,276	\$51,930,895	\$20,000	\$1,488,934	\$67,105,105
2018-2019 Totals	\$10,327,027	\$35,974,794	\$0	\$1,517,318	\$47,819,139

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

RECOMMENDED:



Jeffrey P. Gold, Chancellor
 University of Nebraska at Omaha

DATE: March 5, 2021

**UNIVERSITY OF NEBRASKA AT OMAHA
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER *October 1 – December 31, 2020***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Pettengill Trust Stock	Scholarships	295,916
NU Foundation	Professorships First Semester	356,007
NU Foundation	Scott Scholars Support	211,270
	Subtotal	\$863,193
	Total amount of gifts under \$100,000	<u>\$282,511</u>
	Total Gifts for the Quarter	<u>\$1,145,704</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
U.S. Department of State	Political Science	Instruction	\$1,269,583
	Subtotal		\$1,269,583
	Total amount of all Grants under \$1,000,000		<u>\$3,719,753</u>
	Total Grants for the Quarter		<u>\$4,989,336</u>

Bequests

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
		\$0
	Subtotal	<u>\$0</u>
	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		<u>\$375,182</u>
	Total Contracts for the Quarter		<u>\$375,182</u>

TO: The Board of Regents Addendum XI-D-6

Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Quarterly Status of Capital Construction Projects

RECOMMENDED ACTION: Report

EXPLANATION: This is a summary report of projects included in the Quarterly Capital Construction Report required by state statute. Inclusion in the report commences with Board of Regents approval and ends one year following substantial completion.


The report fulfills the requirements of R.P.6.3.6.2.e and R.P. 6.3.6.4 and contains the campus and project name, designer and contractor, contracting method, contract status, stage of construction, and approved budget categories for the period ending December 31, 2020.

The report is available at:

<https://nebraska.edu/-/media/projects/unca/offices-policies/business-and-finance-office/docs/facilities/reports/2020-12-31quarterlystatusofcapitalconstructionprojects.pdf?la=en>

SPONSOR: Ryan F. Swanson
Associate Vice President for Facilities, Planning and Capital Programs

RECOMMENDED:


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

DATE: March 5, 2021

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of December 31, 2020

KEARNEY

Discovery Hall (LB957) Formerly Otto Olsen Replacement

BoR Schedule Dates		Contracts					Contracting Method		Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.		Construction:	
1/27/2017								A/E Consultant Selection	\$25,056,500	
Construction Start:	5/30/2018		BCDM Architects	5/9/2017	\$1,458,000	0			Non Construction:	\$4,943,500
Construction Complete:	10/31/2019	6/6/2020	Hausmann Construction	6/18/2018	\$24,229,898	15	\$285,711	CM at Risk	Total Project Cost:	\$30,000,000
Phase: Warranty									% funds expended:	95%
									Funding Source	
									State Appropriations	\$30,000,000
									Total Funding	\$30,000,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of December 31, 2020

LINCOLN

Barkley Memorial Center Expansion and Renovation (2019)

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
12/6/2019									\$8,205,800		
Construction Start:	5/1/2020		Alley Poyner Macchietto Architect	3/10/2020	\$615,450	1	\$18,000	A/E Four Year Consultant	Non Construction:	\$1,794,200	
Construction Complete:	6/30/2022	6/30/2022	Beckenhauer Construction	7/9/2020	\$20,000	1	\$1,910,648	CM at Risk	Total Project Cost:	\$10,000,000	
Phase:	Construction									% funds expended:	6%
										Funding Source	
										Private/Trust	\$10,000,000
										Total Funding	\$10,000,000

C.Y. Thompson Dinsdale Family 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	4	\$159,560	A/E Consultant Selection	Non Construction:	\$5,623,000	
Construction Complete:	11/30/2020	1/6/2021	Sampson Construction Company	8/26/2019	\$15,779,000	7	(\$1,102,832)	Low Responsible Bid	Total Project Cost:	\$22,500,000	
Phase:	Construction									% funds expended:	72%
										Funding Source	
										Private/Trust	\$19,507,982
										Campus Funds	\$2,992,018
										Total Funding	\$22,500,000

College of Law Schmid Law Library Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
12/4/2020									\$4,240,000		
Construction Start:	5/1/2021		Consultant TBD						Non Construction:	\$1,760,000	
Construction Complete:	5/31/2022		Contractor TBD					CM at Risk	Total Project Cost:	\$6,000,000	
Phase:	Selections									% funds expended:	0%
										Funding Source	
										TBD	\$6,000,000
										Total Funding	\$6,000,000

Devaney Sports Center, Francis Allen Training Complex

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	10/26/2017	\$896,000	0		A/E Consultant Selection	Non Construction:	\$2,493,000	
Construction Complete:	12/1/2019	1/27/2020	Hausmann Construction	8/7/2018	\$11,059,000	15	\$43,521	Low Responsible Bid	Total Project Cost:	\$14,076,000	
Phase:	Warranty									% funds expended:	97%
										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 December 31, 2020

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		The Clark Enersen Partners	5/21/2019	\$243,000	0		A/E Four Year Consultant	Non Construction:	\$562,000
Construction Complete:	8/31/2020	8/24/2020	Cheever Construction	12/17/2019	\$2,103,000	3	\$34,783	Low Responsible Bid	Total Project Cost:	\$3,400,000
Phase:	Warranty								% funds expended:	81%
									Funding Source	
									Campus Funds	\$3,400,000
									Total Funding	\$3,400,000

Kiewit Hall, Phase 2 College of Engineering Building

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/25/2019									\$68,858,500	
Construction Start:	3/1/2021		The Clark Enersen Partners	5/13/2020	\$5,700,000	0		A/E Consultant Selection	Non Construction:	\$16,141,500
Construction Complete:	6/2/2023	1/31/2021	Kiewit Building Group	10/19/2020	\$525,000	0		CM at Risk	Total Project Cost:	\$85,000,000
Phase:	Design								% funds expended:	4%
									Funding Source	
									Private/Trust	\$85,000,000
									Total Funding	\$85,000,000

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:	8/3/2019		The Clark Enersen Partners	2/6/2019	\$274,000	0		A/E Four Year Consultant	Non Construction:	\$894,000
Construction Complete:	7/31/2020	10/14/2020	Cheever Construction	8/29/2019	\$3,609,000	9	\$115,802	Low Responsible Bid	Total Project Cost:	\$5,000,000
Phase:	Warranty								% funds expended:	99%
									Funding Source	
									Private/Trust	\$5,000,000
									Total Funding	\$5,000,000

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									\$36,450,000	
Construction Start:	1/31/2020		Sinclair Hille Architects	10/12/2017	\$2,450,000	2	\$316,976	A/E Consultant Selection	Non Construction:	\$9,550,000
Construction Complete:	11/30/2021	4/17/2022	Hausmann Construction	2/4/2020	\$28,541,600	2	\$137,593	Low Responsible Bid	Total Project Cost:	\$46,000,000
Phase:	Construction								% funds expended:	16%
									Funding Source	
									Private/Trust	\$6,000,000
									State Appropriations	\$40,000,000
									Total Funding	\$46,000,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of December 31, 2020

LINCOLN

Nebraska East Union Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	10/19/2017	Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	\$24,086,000
Construction Start:	10/1/2018		RDG Planning & Design	3/21/2018	\$1,510,000	2	\$238,000	A/E Consultant Selection	Non Construction:	\$4,509,000
Construction Complete:	8/1/2020	9/1/2020	Hausmann Construction	3/15/2018	\$15,000	7	\$22,533,028	CM at Risk	Total Project Cost:	\$28,595,000
Phase:	Warranty								% funds expended:	96%
									Funding Source	
									Campus Funds	\$8,600,000
									Auxiliary	\$1,100,000
									Campus Funds	\$1,995,000
									Revenue Bonds	\$16,900,000
									Total Funding	\$28,595,000

Nebraska Hall (LB957) East Enterprise Technology Services and Data Solutions Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	2/7/2020	Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	\$3,276,000
Construction Start:	6/15/2020		The Clark Enersen Partners	3/11/2020	\$275,000	1	\$9,530	A/E Four Year Consultant	Non Construction:	\$1,824,000
Construction Complete:	11/30/2020	1/31/2021	Sampson Construction Company	8/26/2020	\$2,055,000	5	\$197,519	Low Responsible Bid	Total Project Cost:	\$5,100,000
Phase:	Construction								% funds expended:	34%
									Funding Source	
									State Appropriations	\$5,100,000
									Total Funding	\$5,100,000

North Stadium Expansion (2019)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	\$121,868,000
Construction Start:	4/30/2021		BVH Architects	6/23/2020	\$9,282,700	0		A/E Consultant Selection	Non Construction:	\$33,132,000
Construction Complete:	7/31/2023	3/31/2021	Hausmann Construction	6/26/2020	\$25,000	0		CM at Risk	Total Project Cost:	\$155,000,000
Phase:	Construction								% funds expended:	4%
									Funding Source	
									Revenue Bonds	\$50,000,000
									Private/Trust	\$105,000,000
									Total Funding	\$155,000,000

**University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects**

As of December 31, 2020

LINCOLN

Outdoor Track Replacement

BoR Schedule Dates		Contracts					Contracting Method			Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.			Construction:	
10/25/2019										\$13,865,000	
Construction Start:	3/1/2020		The Clark Enersen Partners	11/5/2019	\$675,000	1	\$129,000	A/E Four Year Consultant		Non Construction:	\$2,635,000
Construction Complete:	3/31/2021	1/1/2021	Nemaha Sports Construction	10/27/2020	\$263,000	0		Low Responsible Bid		Total Project Cost:	\$16,500,000
Phase: Bidding										% funds expended:	6%
										Funding Source	
										Private/Trust	\$16,500,000
										Total Funding	\$16,500,000

Scott Engineering Center Renovation & Link Replacement (LB957)

BoR Schedule Dates		Contracts					Contracting Method			Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.			Construction:	
8/3/2018										\$65,355,000	
Construction Start:	6/30/2019		RDG Planning & Design	12/11/2018	\$5,651,00	0		A/E Consultant Selection		Non Construction:	\$10,101,000
Construction Complete:	9/30/2022	1/15/2023	Hausmann Construction	2/12/2020	\$61,134,918	0		CM at Risk		Total Project Cost:	\$75,456,000
Phase: Construction										% funds expended:	25%
										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

As of December 31, 2020

MEDICAL CENTER

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									\$76,007,324	
Construction Start:	1/10/2017		The Clark Enersen Partners	3/7/2016	\$4,480,000	10	\$1,696,771	A/E Consultant Selection	Non Construction:	\$45,793,676
Construction Complete:	11/25/2018	12/15/2019	Sampson Construction Company	5/24/2017	\$60,633,000	43	\$11,084,403	Low Responsible Bid	Total Project Cost:	\$121,801,000
Phase: Warranty		4/28/2017	Hausmann Construction	1/10/2017	\$1,794,000	4	\$323,394	Low Responsible Bid	% funds expended:	98%
Funding Source										
									Federal	\$16,931,000
									Private/Trust	\$79,870,000
									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									\$2,249,000	
Construction Start:			Schemmer Associates, Inc.	1/9/2018	\$82,560	0		A/E Four Year Consultant	Non Construction:	\$323,749
Construction Complete:		8/8/2020	Meyers-Carlisle-Leapley Constructio	3/13/2019	\$1,015,400	1	\$158,519	Low Responsible Bid	Total Project Cost:	\$2,572,749
Phase: Warranty			Patterson Dental Supply, Inc.	11/6/2018	\$631,275	0		Sole Source	% funds expended:	93%
Funding Source										
									Campus Funds	\$2,625,574
									Total Funding	\$2,625,574

Williams Science Hall Renovation (LB957)

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
6/1/2017									\$10,432,000	
Construction Start:	5/20/2019		RDG Planning & Design	10/2/2017	\$602,000	1	\$164,000	A/E Consultant Selection	Non Construction:	\$2,241,300
Construction Complete:	3/15/2021	3/15/2021	Meco-Henne Contractors, Inc.	12/4/2019	\$9,321,000	4	\$242,273	Low Responsible Bid	Total Project Cost:	\$12,673,300
Phase: Construction									% funds expended:	83%
Funding Source										
									Private/Trust	\$2,673,000
									State Appropriations	\$10,000,000
									Total Funding	\$12,673,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2020

MEDICAL CENTER

Wittson Hall Renovation & Wigton Heritage Center (LB957)

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
8/11/2017									\$24,298,000		
Construction Start:	11/1/2018		HDR Architecture, Inc.	10/13/2017	\$1,018,500	0		A/E Consultant Selection	Non Construction:	\$7,110,000	
Construction Complete:	7/1/2021	6/23/2021	Hausmann Construction	2/26/2019	\$19,730,000	10	\$1,749,850	Low Responsible Bid	Total Project Cost:	\$31,408,000	
Phase:	Construction									% funds expended:	80%
									Funding Source		
									Private/Trust	\$13,408,000	
									State Appropriations	\$18,000,000	
									Total Funding	\$31,408,000	

Munroe-Meyer Institute Facility Replacement (LB957) On UNO Scott Campus

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:		
10/25/2019									\$46,398,688		
Construction Start:	6/12/2019		Altus Architectural Studios	9/13/2018	\$2,389,932	3	\$871,818	A/E Consultant Selection	Non Construction:	\$44,686,522	
Construction Complete:	1/27/2020	1/27/2021	Meyers-Carlisle-Leapley Constructio	11/15/2019	\$40,233,600	9	\$2,738,318	CM at Risk	Total Project Cost:	\$91,085,210	
Phase:	Construction									% funds expended:	83%
									Funding Source		
									Private/Trust	\$73,585,210	
									Auxiliary	\$5,000,000	
									Campus Funds	\$2,500,000	
									State Appropriations	\$10,000,000	
									Total Funding	\$91,085,210	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2020

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	5/15/2018	\$649,000	1	\$48,250	A/E Four Year Consultant	Non Construction:	\$1,815,271
Construction Complete:	8/1/2020	8/17/2020	Meco-Henne Contractors, Inc.	10/24/2018	\$6,020,000	13	\$2,678,448	Low Responsible Bid	Total Project Cost:	\$12,000,000
Phase:	Warranty								% funds expended:	84%
									Funding Source	
									Revenue Bonds	\$12,003,916
									Total Funding	\$12,003,916

Durham Science Center Renovation

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/25/2019									\$25,879,100	
Construction Start:	3/1/2021		Consultant TBD			0		A/E Consultant Selection	Non Construction:	\$9,120,900
Construction Complete:	4/30/2023		Contractor TBD			0		CM at Risk	Total Project Cost:	\$35,000,000
Phase:	Fundraising								% funds expended:	2%
									Funding Source	
									Private/Trust	\$35,000,000
									Total Funding	\$35,000,000

Mammel Hall Addition

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	CO No.	CO Amt.	Contracting Method	Construction:	
10/4/2018									\$12,849,000	
Construction Start:	9/30/2019	4/30/2021	Weitz Company, LLC	8/16/2019	\$12,000,000	4	\$833,561	Design-Build	Non Construction:	\$4,151,000
Construction Complete:	4/30/2021								Total Project Cost:	\$17,000,000
Phase:	Construction								% funds expended:	66%
									Funding Source	
									Private/Trust	\$17,000,000
									Total Funding	\$17,000,000

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

Business and Finance Committee

MEETING DATE: April 9, 2021

SUBJECT: Report on Financial Strength and Borrowing Capacity per RP-6.8.3, Addendum XI-D-19

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of Financial Strength and Borrowing Capacity pursuant to Section 6.8.3 Addendum XI-D-19 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended January 29, 2021.

The report outlines the following: spendable cash and investment to debt; debt to operating revenue, debt service to operations; and debt service coverage.

APPROVED:



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

DATE: March 5, 2021

University of Nebraska
 Business and Finance Report – Bids and Contracts

Period Ending: 01/29/2021
 Meeting Date: 04/09/2021

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNL	Hamilton Hall(C074) 4th Floor South Renovation	Investment Income	3,264,200	\$2,405,000	Cheever Construction Company	Low Bid Construction
Construction	UNL	Kiewit Hall (C247) New College of Engineering Building	Foundation	59,157,900	\$1,259,573	Kiewit Building Group, Inc	GMP for demo, site and utility work**
Construction	UNMC	GCHS Offices and Clinics – EYS Building	33-1209-0600 39-739431-62176 33-4363-0706	\$1,267,850	\$1,067,998	Core Construction, LLC	Sole Source

*Approved budget amount represents the entirety of the applicable budget lines

** GMP = Guaranteed Maximum Price; entry is a GMP amendment to a prior contract

TO: The Board of Regents Addendum XI-D-8
Business and Finance

MEETING DATE: April 9, 2021


SUBJECT: Fund N Holdings as of December 31, 2020

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: As a commitment to further transparency, the University intends to report quarterly its Fund N endowment holdings. Attached are the holdings as of December 31, 2020. Information was provided by the University of Nebraska Foundation.

SPONSORS: Chris J. Kabourek
Vice President | CFO

APPROVED: 
Walter E. Carter, President
University of Nebraska

DATE: March 31, 2021

Fund N Energy Sector Exposure Detail

	Manager	Asset Class	Market Value		Total Energy Sector Equity Holdings		
			(12/31/2020)	% of Portfolio	\$ Value	% of Manager Strategy	% of Fund N
1	S&P 500 Index Fund	Large Cap U.S. Equity	\$ 129,136,764	34.9%			
2	SSgA MidCap Index Fund	Mid Cap U.S. Equity	\$ 53,427,000	14.4%			
3	SSgA Russell 2000 Value Index Fund	Small Cap U.S. Equity	\$ 6,414,418	1.7%	\$ 3,468,461 ^{3/}	1.8%	0.94%
4	Silchester International Value	Non-U.S. Equity	\$ 24,328,665	6.6%	\$ 656,873	2.7%	0.18%
5	William Blair Int'l Strategy / Index Strategy 1/	Non-U.S. Equity	\$ 12,357,278	3.3%	\$ -		
6	Harding Loevner	Non-U.S. Equity	\$ 26,941,498	7.3%	\$ 511,888	1.9%	0.14%
7	Axiom International	Non-U.S. Equity	\$ 17,997,553	4.9%	\$ -		
8	JP Morgan Emerging Mkts./ Index Strategy 1/	Emerging Mkts. Equity	\$ 13,828,668	3.7%	\$ 326,357	2.4%	0.09%
9	RWC Emerging Markets	Emerging Mkts. Equity	\$ 14,422,229	3.9%	\$ 836,489	5.8%	0.23%
10	DWS 2/	Public Real Assets	\$ 10,885,595	2.9%	\$ 1,518,541	14.0%	0.41%
12	PIMCO	Fixed Income	\$ 15,872,768	4.3%	\$ -		
13	Richmond Capital Management	Fixed Income	\$ 16,239,460	4.4%	\$ -		
14	Othmer Hall	Fixed Income	\$ 7,446,386	2.0%	\$ -		
15	Cash	Cash	\$ 20,929,879	5.7%	\$ -		
Total - All Assets			\$ 370,228,161	100.0%	\$ 7,318,608		1.98%

^{1/} Actual portfolio as of 12/31/2020 was invested in the MSCI EAFE ETF (International) and MSCI EM (Emerging Markets). Analysis is based on positioning of the recommended William Blair and JP Morgan strategies as of 12/31/2020.

^{2/} Actual portfolio as of 12/31/2020 was invested in Wellington Strategic Real Assets and Harvest MLP. Analysis is based on positioning of the recommended DWS strategy as of 12/31/2020.

^{3/} Energy Sector exposure for SSgA S&P 500, MidCap and Small Cap strategies have been aggregated.

Lincoln, Nebraska
February 12, 2021

The Board of Regents of the University of Nebraska met on February 12, 2021, at 9:00 a.m. by remote electronic means as provided for in Governor Ricketts' Executive Order No. 21-02, which extended the previous Executive Order No. 20-36, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which are attached to the minutes of this meeting as Attachment 1 (pages 62).

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 on the front of the first floor entrance 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 February 5, 2021.

Regents present:

Timothy Clare
Paul Kenney, Chair
Elizabeth O'Connor
Bob Phares, Vice Chair
Jim Pillen
Robert Schafer
Jack Stark
Barbara Weitz
Max Beal, University of Nebraska at Kearney
Veronica Miller, University of Nebraska-Lincoln
Thomas Schroeder, University of Nebraska Medical Center
Jabin Moore, University of Nebraska at Omaha

University officials present:

Walter E. Carter, President
Susan M. Fritz, Executive Vice President and Provost
Stacia L. Palser, Interim Corporation Secretary
Jeffrey P. Gold, Chancellor, University of Nebraska Medical Center and
University of Nebraska at Omaha
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Vice President for Business and Finance | CFO
Heath M. Mello, Vice President for External Relations
James P. Pottorff, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. by remote electronic means as provided by in Governor Ricketts' Executive Order No. 21-02. Attendance is indicated above.

Regent Pillen introduced and welcomed Jack Stark as the new member of the Board of Regents.

III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS

Motion Moved by Clare and seconded by Kenney to approve the minutes and ratify the actions of the regularly scheduled meeting on December 4, 2020.

Action Student Opinion: Voting Aye: Miller, Moore, Schroeder, and Beal. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Stark, Weitz, and Clare. Motion carried.

Chairman Pillen announced the location of the Notice of Meeting and Open Meetings Act posted on the front entry of Varner Hall.

IV. PRESENTATIONS

Gina Ligon, Director of National Counterterrorism Innovation, Technology, and Education Center (NCITE)

V. KUDOS

Regent Schafer presented a KUDOS award to Megan Fryda, Director of Academic Resources and Institutional Resources at the University of Nebraska at Kearney.

Regent Clare presented a KUDOS award to the Campus Operations Safety and Preparedness Team at the University of Nebraska-Lincoln.

Regent Schroeder presented a KUDOS award to Cindy Norton, Administrative Manager in the Department of Cellular and Integrative Physiology at the University of Nebraska Medical Center.

Regent Moore presented a KUDOS award to Harnoor Singh, Director of Student Development for the Walter Scott, Jr. Scholarship Program within the Division of Student Success at the University of Nebraska at Omaha.

VI. SUCCESSION OF CHAIR; ELECTION OF VICE CHAIR

Motion Moved by Clare and seconded by Regent Schafer to nominate Regent Phares for the position of Vice Chair of the Board. There being no further nominations, Chairman Kenney declared the nominations closed and called for a roll-call vote.

Action Student Opinion: Voting Aye: Moore, Schroeder, Beal, and Miller. Voting Aye: O'Connor, Phares, Pillen, Schafer, Stark, Weitz, Clare, and Kenney. Motion carried.

Regent Pillen thanked his Board and University colleagues for their support during his term as chair in 2020, and commending the faculty, Chancellors, Varner Hall team, and President Carter. Regent Kenney succeeded to Chair of the Board as defined in Section 1.2 of the *Standing Rules of the Board of Regents*.

VII. HEARINGS AND RESOLUTIONS

None

VIII. PRESIDENT’S REMARKS

President Carter reported to the Board on the successes of 2020 and goals for 2021, including student affordability, faculty support, facilities maintenance and workforce development.

IX. PUBLIC COMMENT

Motion Regent Weitz moved that the portion of the Standing Rules which limit speakers to 5 minutes per person and the total time for public comment to thirty minutes for all speakers, as well as those portions that provide for the public’s physical presence at a meeting be waived and further moved that the Chair of the Board be authorized to preside over the public comment portion of this meeting and that the processes for public comment at this meeting conform to the meeting notice provided to the public one week ago. Seconded by Schroeder.

Action Student Opinion: Voting Aye: Schroeder, Beal, Miller, and Moore. Voting Aye: Phares, Pillen, Schafer, Stark, Weitz, Clare, Kenney, and O’Connor. Motion carried.

Martonia Gaskill spoke on the topic of changes to Bylaws.

Nicole Buan spoke on the topic of changes to Bylaws.

Regina Werum spoke on the topic of changes to Bylaws.

William Aviles spoke on the topic of changes to Bylaws.

Melody Vaccaro spoke on the topic of changes to Bylaws.

Beth Lewis spoke on the topic of changes to Bylaws.

Sarah Purcell spoke on the topic of changes to Bylaws.

Eric Rodene spoke on the topic of changes to Bylaws.

Amy Southwick spoke on the topic of concerns about changes to in-person classes and the Cornhusker COVID commitment.

Josilyn Dostal spoke on the topic of the oil and gas industry.

Nathan Kreutzer spoke on the topic of oil and gas industry.

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Stark and seconded by Pillen to approve items X-B-1, X-B-2, X-B-3, and X-B-4

A. ACADEMIC AFFAIRS

B. BUSINESS AND FINANCE

University of Nebraska

- X-B-1 Accept the audited financial statements of the University of Nebraska and related entities
- X-B-2 Approve the reappointment of Chris J. Kabourek to serve on the AkSarBen Future Trust Board of Directors as the University of Nebraska appointee for a term of two years commencing January 1, 2021 through December 31, 2022

University of Nebraska-Lincoln

- X-B-3 Approve execution of a standard form Guaranteed Maximum Price contract amendment for Barkley Memorial Center Expansion and Renovation at UNL

University of Nebraska Medical Center

- X-B-4 Approve the naming of the Munroe-Meyer Institute's Level 2 East Wing the Holland Foundation Early Intervention Wing
- Action Student Opinion: Voting Aye: Beal, Miller, Moore, and Schroeder. Voting Aye: Pillen, Schafer, Stark, Weitz, Clare, Kenney, O'Connor, and Phares. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

University of Nebraska

- XI-A-1 Approve the award of Honorary Degrees and Awards, was deferred until after the opportunity for a closed session.

University of Nebraska-Lincoln

- Motion Moved by Clare and seconded by Weitz to approve item XI-A-2
- XI-A-2 Approval to establish the Center for Agricultural Profitability in the Department of Agricultural Economics in the Institute of Agriculture and Natural Resources (IANR) at the University of Nebraska-Lincoln (UNL)
- Action Student Opinion: Voting Aye: Miller, Moore, Schroeder, and Beal. Voting Aye: Schafer, Stark, Weitz, Clare, Kenney, O'Connor, Phares, and Pillen. Motion carried.

University of Nebraska Medical Center

- Motion Moved by Weitz and seconded by Miller to approve item XI-A-3
- XI-A-3 Approval to create a Master of Healthcare Delivery Science in the College of Allied Health Professions at the University of Nebraska Medical Center (UNMC)

Action Student Opinion: Voting Aye: Moore, Schroeder, Beal, and Miller. Voting Aye: Stark, Weitz, Clare, Kenney, O'Connor, Phares, Pillen, and Schafer. Motion carried.

B. BUSINESS AND FINANCE

University of Nebraska

Motion Moved by Phares and seconded by Clare to approve item XI-B-1

XI-B-1 Approve amendments to the Audit, Risk, and Compliance Committee Charter

Action Student Opinion: Voting Aye: Schroeder, Beal, Miller, and Moore. Voting Aye: Weitz, Clare, Kenney, O'Connor, Phares, Pillen, Schafer, and Stark. Motion carried.

Motion Moved by Phares and seconded by Stark to approve items XI-B-2 and XI-B-3

XI-B-2 Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Kearney Education Association (UNKEA) for the 2021-2023 biennium

XI-B-3 Approve 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 2021-2023 biennium

Action Student Opinion: Voting Aye: Beal, Miller, and Moore. Voting Aye: Clare, Kenney, O'Connor, Phares, Pillen, Schafer, Stark, and Weitz. Motion carried.

University of Nebraska at Kearney

Motion Moved by Clare and seconded by O'Connor to approve item XI-B-4

XI-B-4 Approve the Program Statement for the New Fraternity and Sorority Life Housing at the University of Nebraska at Kearney

Action Student Opinion: Voting Aye: Miller, Moore, and Beal. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Stark, Weitz, and Clare. Motion carried.

University of Nebraska Medical Center

Motion Moved by Phares and seconded by Clare to approve item XI-B-5

XI-B-5 Approve the acquisition of real property located at 4402-4412 Leavenworth Street, Omaha, Nebraska on behalf of the University of Nebraska Medical Center

Action Student Opinion: Voting Aye: Moore, Beal, and Miller. Voting Aye: O'Connor, Phares, Pillen, Schafer, Stark, Weitz, Clare and Kenney. Motion carried.

University of Nebraska at Omaha

Motion Moved by Pillen and seconded by Clare to approve item XI-B-6

XI-B-6 Approve the sale of the vacant lot located at 6465 Center Street, Omaha, Nebraska via Request for Proposal

Action Student Opinion: Voting Aye: Beal, Miller, and Moore. Voting Aye: Phares, Pillen, Schafer, Stark, Weitz, Clare, Kenney, and O'Connor. Motion carried.

Motion Moved by Clare and seconded by Stark to approve item XI-B-7

XI-B-7 Accept a gift from the Nebraska Philanthropic Trust of the Omaha Baseball/Softball Complex. Approve the naming of the two fields within the Omaha Baseball/Softball Complex as the Tal Anderson Baseball Field and Connie Claussen Softball Field

Action Student Opinion: Voting Aye: Beal, Miller, and Moore. Voting Aye: Pillen, Schafer, Stark, Weitz, Clare, Kenney, O'Connor, and Phares. Motion carried.

C. FOR INFORMATION ONLY

XI-C-1 Amendments to Section 3.4.4 of the *Bylaws of the Board of Regents*, relating to assignment of duties, Sections 4.4.1 and 4.4.5 of the *Bylaws of the Board of Regents* related to Extension Personnel, and Chapter IV of the *Bylaws of the Board of Regents*, relating to rights and responsibilities of professional staff. The proposed amendments to the Bylaws of the Board of Regents are presented for information only in accordance with the requirements of Section 1.11 of the *Bylaws of the Board of Regents*. Approval of these amendments will be considered at the Board of Regents' meeting on April 9, 2021

D. REPORTS

XI-D-1 Quarterly Personnel Reports for the period July through September 2020

XI-D-2 Tenure Density Report

XI-D-3 Programs with Tuition Variances

XI-D-4 Fall 2020 Enrollment Report

XI-D-5 Expedited Approval of the Marketing Analytics Graduate Certificate in the Department of Marketing in the College of Business at the University of Nebraska-Lincoln (UNL)

XI-D-6 Expedited Approval of the Personal Leadership Graduate Certificate in the Department of Agricultural Leadership, Education and Communication in the College of Agricultural Sciences and Natural Resources at the University of Nebraska-Lincoln (UNL)

XI-D-7 Expedited Approval of the Strategic Marketing Graduate Certificate in the Department of Marketing in the College of Business at the University of Nebraska-Lincoln (UNL)

XI-D-8 Renaming the Supply Chain Management Systems Graduate Certificate to the Supply Chain Management Graduate Certificate in the Department of Supply Chain Management and Analytics in the College of Business at the University of Nebraska-Lincoln (UNL)

- XI-D-9 Expedited Approval of the Data Management Graduate Certificate in the Department of Information Systems and Quantitative Analysis in the College of Information Science and Technology at the University of Nebraska at Omaha (UNO)
- XI-D-10 Expedited Approval of the Spanish Graduate Certificate in the Department of Foreign Languages and Literature in the College of Arts and Sciences at the University of Nebraska at Omaha (UNO)
- XI-D-11 Renaming the Doctor of Philosophy (PhD) in Exercise Science to the PhD in Biomechanics and Kinesiology in the Department of Biomechanics in the School of Health and Kinesiology at the University of Nebraska at Omaha (UNO)
- XI-D-12 Bids and Contracts
- XI-D-13 Quarterly Report of Gifts, Grants, Contracts and Bequests
- XI-D-14 Naming of the Donna Bamford Locker Room at the University of Nebraska at Kearney
- XI-D-15 Naming of Room S-111 in the College of Law’s Marvin and Virginia Schmid Clinic Building “The Koley Jessen Interview Room” at the University of Nebraska-Lincoln
- XI-D-16 Naming of selected spaces within the Munroe-Meyer Institute for Genetics and Genetics and Rehabilitation Facility Replacement at the University of Nebraska Medical Center
- XI-D-17 Naming of the Rare Book Gallery the ‘American College of Surgeons Rare Book Gallery’ within the Wigton Heritage Center at the University of Nebraska Medical Center
- XI-D-18 Campus Room and Board Rates
- XI-D-19 University report on Financial Strength and Borrowing Capacity per RP-6.8.3

Chairman Kenney accepted the reports on behalf of the Board.

Regent O’Connor stated that she, as chair of the Audit, Risk and Compliance Committee, confirms all responsibilities outlined in paragraph 26 of the Committee Charter have been carried out.

XII. ADDITIONAL BUSINESS

Motion Moved by Phares and seconded by Stark that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 of the Revised Statutes of Nebraska for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:

- Honorary Degrees and Awards

Chair Kenney declared that the closed session would be strictly limited to a discussion of:

- Honorary Degrees and Awards

Action Student Opinion: Voting Aye: Miller, Moore, and Beal. Voting Aye: Schafer, Stark, Weitz, Clare, Kenney, O'Connor, Phares, and Pillen. Motion carried.

The Board went into closed session at 11:42 p.m. The Board reconvened the open meeting at 12:01 p.m.

Motion Moved by Weitz and seconded by O'Connor to approve item XI-A-1

XI-A-1 Approve the award of Honorary Degrees and Awards

Action Student Opinion: Voting Aye: Moore, Beal, and Miller. Voting Aye: Stark, Weitz, Clare, Kenney, O'Connor, Phares, Pillen, and Schafer. Motion carried.

XIII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chairman Kenney at 12:02 p.m.

Respectfully submitted,

Stacia L. Palser
Interim Corporation Secretary

Paul R. Kenney, Chair

ATTACHMENT 1



NOTICE OF MEETING

Notice is hereby given that the Board of Regents of the University of Nebraska will meet in a publicly convened session on Friday, February 12, 2021, at 9:00 a.m. by remote electronic means as provided for in Governor Ricketts' Executive Order No. 20-36, extended by Executive Order No. 21-02. Internet stream is available at <https://nebraska.edu>.

The full agenda for the meeting is available by contacting the office of the Corporation Secretary of the Board of Regents, Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, at corpsec@nebraska.edu or at <https://nebraska.edu/regents/agendas-minutes>

Any member of the public wishing to speak in the Public Comment portion of the meeting must contact the Office of the Corporation Secretary no less than 24 hours prior to the commencement of the meeting. The public may so contact the Office of the Corporation Secretary by leaving a voice mail message with his/her name and phone number at which he/she can be reached at 402-472-7146 or by e-mailing the same information to adibbert@nebraska.edu. Upon receipt of such notice, the Office of the Corporation Secretary will provide instruction on remote participation in this public meeting.

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: February 5, 2021

Stacia L. Palser
Interim Corporation Secretary
Board of Regents
University of Nebraska

Board of Regents

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