

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Rooms 201-209, Weitz Community Engagement Center
University of Nebraska at Omaha
6400 University Drive South
Omaha, Nebraska 68182
Friday, April 7, 2023
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON FEBRUARY 10, 2023
- IV. PRESENTATIONS
University of Nebraska at Omaha Update
 - *Joanne Li, Chancellor*
 - *Phil He, Senior Vice Chancellor for Academic Affairs*
 - *Martha Garcia-Murillo, Dean, College of Information Science and Technology*
 - *Jaci Lindburg, Associate Vice Chancellor, Innovation and Learning-Centric Initiatives*
- V. KUDOS
Rachael Page, University of Nebraska at Kearney
Dodie Eveleth, University of Nebraska-Lincoln
Paul Laikko, University of Nebraska Medical Center
Madeline St. Claire, University of Nebraska at Omaha
- VI. RESOLUTIONS
Recognition for Regent Emily Saadi, University of Nebraska at Kearney
Recognition for Regent Jacob Drake, University of Nebraska-Lincoln
Recognition for Regent Nicole Kent, University of Nebraska Medical Center
Recognition for Regent Tori Sims, University of Nebraska at Omaha
- VII. HEARINGS
Amendment to Section 1.10 of the *Bylaws of the Board of Regents* relating to Code of Ethics
- VIII. 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.
- IX. PRESIDENT'S REMARKS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

1. President's Personnel Recommendations, Addendum X-A-1

B. BUSINESS AND FINANCE

1. Approve execution of standard form construction agreement for Kimball Recital Hall Renovation at UNL, Addendum X-B-1
2. Approve and authorize guaranteed maximum price (GMP) contract amendments for Neihardt Center Renovation at UNL, Addendum X-B-2
3. Approve and authorize guaranteed maximum price (GMP) contract amendments for the Medical Sciences Building Air Handler and Mechanical Replacement Project at UNMC, Addendum X-B-3
4. Approve and authorize guaranteed maximum price (GMP) contract amendments for the Health and Kinesiology Building Renovation for REACH at UNO, Addendum X-B-4

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

B. BUSINESS AND FINANCE

University of Nebraska System

1. Approve 2023-2025 Collective Bargaining Agreement with the University of Nebraska at Omaha Chapter of the American Association of University Professors (UNO-AAUP), Addendum XI-B-1
2. Approve contract with Elsevier for University-wide access to scholarly journals, Addendum XI-B-2

University of Nebraska-Lincoln

3. Design Services Contract with HDR for Memorial Stadium Improvement Project at UNL, Addendum XI-B-3

University of Nebraska Medical Center

4. Approve acquisition of property located at intersection of 41st Street and Leavenworth Street in Omaha currently owned by Community Alliance, Inc., Addendum XI-B-4

C. EXECUTIVE

1. Approve amendment to Section 1.10 of the *Bylaws of the Board of Regents* relating to Code of Ethics, Addendum XI-C-1

D. REPORTS

1. Report on Memorandum of Understanding (MOU) establishing a collaborative 3+2 program between the Bachelor of Science (BS) of Applied Health Sciences at UNK and the Master of Public Health (MPH) at UNMC, Addendum XI-D-1
2. Report on expedited approval of Executive Graduate Certificate in Business in the College of Business Administration at UNO, Addendum XI-D-2
3. Report on expedited approval of Executive Graduate Certificate in Business Analytics in the College of Business Administration at UNO, Addendum XI-D-3
4. Report on expedited approval of Executive Graduate Certificate in Business Leadership in the College of Business Administration at UNO, Addendum XI-D-4

5. Report on renaming the Ph.D. in Health Services Research, Administration, and Policy to the Ph.D. in Health Services and Policy Research in the College of Public Health at UNMC, Addendum XI-D-5
6. Quarterly Personnel Report for October-December 2022, Addendum XI-D-6
7. Report on naming of three indoor tennis courts in the Sid and Hazel Dillon Tennis Center at UNL, Addendum XI-D-7
8. Intermediate Design Report on College of Dentistry Building Modernization Project at UNMC, Addendum XI-D-8
9. Report on Gifts, Grants, and Bequests, Addendum XI-D-9
10. Report on Bids and Contracts, Addendum XI-D-10
11. Semi-Annual Report on Technology Licenses, XI-D-11
12. Quarterly Report on Status of Capital Construction Projects, Addendum XI-D-12

XII. ADDITIONAL BUSINESS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

1. President's Personnel Recommendations, Addendum X-A-1

B. BUSINESS AND FINANCE

1. Approve execution of standard form construction agreement for Kimball Recital Hall Renovation at UNL, Addendum X-B-1
2. Approve and authorize guaranteed maximum price (GMP) contract amendments for Neihardt Center Renovation at UNL, Addendum X-B-2
3. Approve and authorize guaranteed maximum price (GMP) contract amendments for the Medical Sciences Building Air Handler and Mechanical Replacement Project at UNMC, Addendum X-B-3
4. Approve and authorize guaranteed maximum price (GMP) contract amendments for the Health and Kinesiology Building Renovation for REACH at UNO, Addendum X-B-4

The President's Personnel Recommendations

Addendum X-A-1

Meeting Date: April 7, 2023

New Appointment

University of Nebraska Medical Center

Lepaine Sharp-McHenry, Dean (Special), College of Nursing and Professor (Continuous), College of Nursing; \$360,000, FY, 1.00 FTE.

Adjustments

University of Nebraska-Lincoln

Elizabeth Lorang, Interim Dean (Special) and Associate Professor (Continuous), University Libraries; effective 05/02/2023; \$185,000, FY, 1.00 FTE. Add title of Interim Dean, University Libraries effective 05/02/2023 and remove title of Associate Dean, University Libraries effective 05/01/2023.

University of Nebraska Medical Center

Russell McCulloh, Associate Vice Chancellor (Special) for Clinical Research; effective 02/01/2023; \$249,000, FY, 1.00 FTE. Add title of Associate Vice Chancellor for Clinical Research effective 02/01/2023.

TO: The Board of Regents Addendum X-B-1
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Construction Contract for Kimball Recital Hall LB384 Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve execution of standard form construction agreement for Kimball Recital Hall LB384 Renovation at UNL

PREVIOUS ACTION: December 3, 2021- The Board of Regents approved LB384 funding for Kimball Recital Hall LB384 Renovation at UNL

EXPLANATION: The approved project information included use of the design-bid-build delivery method. A public bid is scheduled for March 2023. The construction budget is \$12,412,500 and a standard form construction contract will be prepared for the approved scope of work, schedule, and within this budget.

Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents. This item seeks approval to execute the University of Nebraska Standard Form Construction Agreement for construction services for the Kimball Recital Hall LB384 Renovation work.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$15,180,000

SOURCE OF FUNDS: LB384 Funds

SPONSOR: Brooke Hay
Assistant Vice President for Facilities, Planning and Capital Programs

RECOMMENDED: 
Chris J. Kabourek, Senior Vice President | CFO
University of Nebraska System

DATE: March 2, 2023

TO: The Board of Regents Addendum X-B-2
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Guaranteed Maximum Price Contract Amendments for Neihardt Center LB384 Renovation at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve and authorize execution of standard form Guaranteed Maximum Price (GMP) contract amendments for Neihardt Center LB384 Renovation at UNL

PREVIOUS ACTION: August 11, 2022- The Board of Regents approved the program statement for Neihardt Center LB384 Renovation at UNL

EXPLANATION: The approved Program Statement for the Neihardt Center LB384 Renovation includes use of the Construction Manager at Risk (CMR) delivery method. Sampson Construction Company was selected as the CMR through a competitive qualification-based selection in accordance with Board of Regents' policy.

Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents. GMP amendments will be in the standard format for the agreement and only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP amendments will be reported through the standard contract reporting process.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST: Project Budget \$21,500,000

SOURCE OF FUNDS: LB384 (100%)

SPONSOR: Brooke Hay
Assistant Vice President for Facilities, Planning and Capital Programs

RECOMMENDED: 
Chris J. Kabourek, Senior Vice President | CFO
University of Nebraska System

DATE: March 2, 2023

TO: The Board of Regents Addendum X-B-3
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Guaranteed Maximum Price (GMP) Amendment for the Medical Sciences Building (MSB) Air Handler/Mechanical replacement project

RECOMMENDED ACTION: Approve and authorize execution of standard Guaranteed Maximum Price (GMP) amendments for the MSB Air Handler/Mechanical replacement project at the University of Nebraska Medical Center (UNMC)

PREVIOUS ACTION: October 8, 2021 – The Board of Regents approved the utilization of LB384 funding to complete the MSB Air Handler/Mechanical replacement project at the University of Nebraska Medical Center (UNMC)

EXPLANATION: The approved MSB Air Handler/Mechanical replacement project includes use of the Construction Manager at Risk (CMR) delivery method. McCarthy Building Companies, Inc. was selected as the CMR through a competitive qualification-based selection process in accordance with Board of Regents policies.

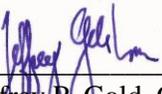
Authority to approve and execute construction contracts in excess of \$5,000,000 is reserved by the Board of Regents. GMP amendments will be in the standard form and executed only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP amendments will be reported through the standard contract reporting process.

This item has been reviewed by the Business and Finance Committee.

TOTAL PROJECT COST: Project Budget \$9,500,000

SOURCE OF FUNDS: LB384 funds

SPONSOR: Anne Barnes
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 System

DATE: March 2, 2023

TO: The Board of Regents Addendum X-B-4
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Guaranteed Maximum Price Contract Amendments for the Health and Kinesiology LB384 Renovation for REACH at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approve and authorize execution of standard form Guaranteed Maximum Price (GMP) contract amendments for the Health and Kinesiology LB384 Renovation for REACH at UNO

PREVIOUS ACTION: August 11, 2022- The Board of Regents approved the program statement for the Health and Kinesiology LB384 Renovation for REACH at UNO

EXPLANATION: The approved Program Statement for the Health and Kinesiology LB384 Renovation for REACH includes use of the Construction Manager at Risk (CMR) delivery method. Boyd Jones Construction Company was selected as the CMR through a competitive qualification-based selection in accordance with Board of Regents' policy.

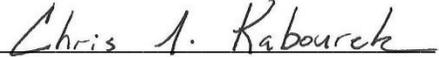
Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents. GMP amendments will be in the standard format for the agreement and only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP amendments will be reported through the standard contract reporting process.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST: Project Budget \$10,000,000

SOURCE OF FUNDS: LB384 (100%)

SPONSOR: Brooke Hay
Assistant Vice President for Facilities, Planning and Capital Programs

RECOMMENDED: 
Chris J. Kabourek, Senior Vice President | CFO
University of Nebraska System

DATE: March 2, 2023

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

B. BUSINESS AND FINANCE

University of Nebraska System

1. Approve 2023-2025 Collective Bargaining Agreement with the University of Nebraska at Omaha Chapter of the American Association of University Professors (UNO-AAUP), Addendum XI-B-1
2. Approve contract with Elsevier for University-wide access to scholarly journals, Addendum XI-B-2

University of Nebraska-Lincoln

3. Design Services Contract with HDR for Memorial Stadium Improvement Project at UNL, Addendum XI-B-3

University of Nebraska Medical Center

4. Approve acquisition of property located at intersection of 41st Street and Leavenworth Street in Omaha currently owned by Community Alliance, Inc., Addendum XI-B-4

C. EXECUTIVE

1. Approve amendment to Section 1.10 of the *Bylaws of the Board of Regents* relating to Code of Ethics, Addendum XI-C-1

TO: The Board of Regents Addendum XI-B-1
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: 2023-2025 University of Nebraska at Omaha Collective Bargaining Agreement

RECOMMENDED ACTION: Approve amendments to the Collective Bargaining Agreement between the Board of Regents and the University of Nebraska at Omaha Chapter of the American Association of University Professors (UNO-AAUP) for the 2023-2025 biennium.

PREVIOUS ACTION: February 12, 2021 – The Board of Regents approved amendments to the Collective Bargaining Agreement for the 2021-2023 biennium.

EXPLANATION: The amendments to the Bargaining Agreement were made pursuant to Neb. Rev. Stat. §§ 81-1369 through 81-1388. The key economic element of the amendments involves the distribution of salary increases to eligible Unit Members under Article 4 of the Collective Bargaining Agreement in an amount equal to 3% of Aggregate Faculty Base Salary in both the first and second years of the contract for the 2023-2025 biennium.

Minor, non-substantive adjustments or corrections may be made in the final document prior to printing. By statute, once these amendments are approved by the Board, they become effective upon ratification by the UNO-AAUP.

This item has been reviewed by the Business and Finance Committee.

SOURCE OF FUNDS: General Funds/Cash Funds

SPONSORS: Chris Kabourek
Senior Vice President for Business and Finance | CFO

Joanne Li, Chancellor
University of Nebraska at Omaha

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska System

DATE: March 2, 2023

COLLECTIVE BARGAINING AGREEMENT

Between

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

and the

UNIVERSITY OF NEBRASKA AT OMAHA CHAPTER
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

This AGREEMENT was approved by THE BOARD OF REGENTS OF THE UNIVERSITY OF
NEBRASKA and the UNIVERSITY OF NEBRASKA

on _____, 2023

and ratified by the AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS, UNIVERSITY OF
NEBRASKA AT OMAHA CHAPTER

on February 15, 2023.

WITNESSETH:

Barb Pickering, President
University of Nebraska at Omaha Chapter
American Association of University Professors

WITNESSETH:

Timothy Clare, Chair
Board of Regents
University of Nebraska

WITNESSETH:

Phil Bakken
Corporation Secretary
Board of Regents
University of Nebraska

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1: DEFINITION OF TERMS.....	2
ARTICLE 2: RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT	4
2.1 Recognition and Description	4
2.2 Exclusions From the Bargaining Unit	5
2.3 Bargaining Unit Alteration	5
ARTICLE 3: TERMS AND CONDITIONS OF EMPLOYMENT	6
3.1 Academic Work Environment, Services, Facilities and Workload	6
3.2 Academic Freedom and Professional Responsibility	9
3.3 Appointments.....	9
3.4 Evaluation of Performance	12
3.5 Reappointment, Promotion, and Granting of Continuous Appointment	13
3.6 Termination of a Primary Appointment; Definition	15
3.7 Non-Discrimination	21
3.8 Personnel Files.....	21
3.9 Leaves.....	22
3.10 Intellectual Property.....	30
ARTICLE 4: SALARY AND FRINGE BENEFITS	32
4.1 Salary Increases, 2023-2024.....	32
4.2 Salary Increases, 2024-2025.....	33
4.3 Supplementary Payments/Increases.....	35
4.4 Fringe Benefits.....	36

ARTICLE 5: CONTRACT MANAGEMENT/RELATED PROVISIONS.....	40
5.1 Ratification and Renegotiation	40
5.2 Meet and Confer	40
5.3 Printing of the Agreement.....	40
5.4 Minimum Terms	40
5.5 Interest Succession.....	40
5.6 UNO AAUP Operations	40
5.7 Grievance Procedures	44
5.8 Separability	47
5.9 Management Rights	47
5.10 No Strike, No Lockout.....	47
5.11 No Waiver.....	47
Attachment A (Reserved)	48
Administrative Leave of Absence	
Attachment B	51
University of Nebraska Parental Leave Policies	
Attachment C	54
University of Nebraska Intellectual Property Policy	
Appendix I, Step 1 Grievance Form	65
Appendix II, Step 2 Grievance Form.....	66
Appendix III, Step 3 Grievance Form	67
Appendix IV, Faculty Request for Family/Medical Leave Form	68

PREAMBLE

The variety and complexity of the various missions of the University of Nebraska at Omaha (hereinafter referred to as the "University") produce an interdependence among the Board of Regents, administrators, faculty, students, and staff in academic matters. This academic community and its members are committed to promoting the quality and effectiveness of all programs at the University, as well as maintaining high standards of excellence in all phases of instruction, research, and service.

It is recognized by all parties that academic matters are appropriately addressed through a strong system of shared governance which includes consultation with faculty when consideration is given to the (a) role and mission of the University, (b) academic goals and objectives, and (c) general policies designed to facilitate the achievement of the academic goals and objectives. Shared governance also requires departments and colleges to have involvement in the (a) recruitment, selection, and retention of faculty and administrators; (b) development of high-quality programs and courses; and (c) other matters affecting the achievement of the academic goals and objectives.

The Board of Regents of the University of Nebraska (hereinafter referred to as the "Board") and the University of Nebraska at Omaha Chapter of the American Association of University Professors (hereinafter referred to as the "UNO AAUP") jointly support the continued maintenance of shared governance at the University of Nebraska at Omaha, including the continuation of an independent Faculty Senate, with its own constitution and rules of procedure and composed of freely-elected representatives from the several faculties.

In jointly supporting the continued maintenance of shared governance as described herein, the Parties recognize that the term "faculty" is not limited specifically to the Bargaining Unit as defined in Article 1, or to the UNO AAUP as the certified bargaining agent thereof. Rather, such reference is to the general faculty of the University, and the Faculty Senate, which is the faculty-governing agency.

The Board and the UNO AAUP agree that the principles set forth in this Preamble should guide the interpretation of their continuing relationship. No grievance under this Agreement shall be based on this Preamble.

ARTICLE 1

DEFINITION OF TERMS

Academic Year: That nine (9)-month period beginning seven (7) days before the first day of classes for the Fall Term.

Administration (Administrator): The Chancellor of the University of Nebraska at Omaha, or person(s) exercising authority delegated by the Chancellor.

Auxiliary Appointment: An appointment held by a Unit Member which is other than a Primary Appointment.

Bargaining Unit (Unit): Collectively, the persons meeting the conditions of the "Recognition and Description of the Bargaining Unit" Article of this Agreement.

Board of Regents (Board): The governing body of the University of Nebraska, or any administrative official of the University to whom the Board has delegated authority to act in its behalf.

Chairperson: A Unit Member charged with the coordination of the activities of a department or school of the University of Nebraska at Omaha.

Chancellor: The chief executive officer of the University of Nebraska at Omaha who is also a Vice-President of the University and who reports through the President of the University to the Board of Regents.

College: An administrative unit of the University of Nebraska at Omaha supervised by a Dean including the Dean of University Library.

Dean: The officer primarily charged with the administration of the College; includes the Director of University Library.

Department: An academic administrative unit within a College, including Centers, Programs, and Schools whose chairperson, director or coordinator reports directly to a Dean.

Dependents: Persons who are dependents under the Internal Revenue Code and regulations promulgated thereunder.

Fiscal Year (Full Year): A twelve-month period; the fiscal year of the University of Nebraska at Omaha, namely July 1 through the ensuing June 30.

Primary Appointment: A Special Appointment, Appointment for a Specific Term, or a Continuous Appointment when held by a member of the Bargaining Unit.

Program: An identifiable degree objective (major or specialization) cited in the official undergraduate and graduate catalogs of the University of Nebraska at Omaha.

Reappointment: Renewal of a Unit Member's Specific Term or Special Appointment.

Unit Member (Member): A Person meeting the conditions of the Recognition and Description of the Bargaining Unit Article of this Agreement.

University (UNO): Refers to that major administrative unit of the University of Nebraska which is described by Nebraska Revised Statutes Section 85-102.01 (Reissue 1981) as the University of Nebraska at Omaha; and, where used in this Agreement, the term "University" shall mean the University of Nebraska at Omaha.

University of Nebraska at Omaha Chapter, American Association of University Professors (UNO AAUP): The certified collective bargaining agent for the Bargaining Unit provided for in the Recognition and Description of the Bargaining Unit Article of this Agreement.

University-wide Fringe Benefit Program: The group of benefit plans, administered by the University of Nebraska Central Administration, which is available to eligible employees on all campuses of the University of Nebraska System, including the University of Nebraska at Omaha.

Senior Vice Chancellor for Academic and Student Affairs (SVCASA or Senior Vice Chancellor): The executive officer for the Chancellor in all academic matters throughout the University of Nebraska at Omaha.

ARTICLE 2

RECOGNITION AND DESCRIPTION OF THE BARGAINING UNIT

2.1 RECOGNITION AND DESCRIPTION

The Board recognizes the UNO AAUP as the exclusive agent for the purpose of negotiating with the Board concerning salaries, fringe benefits, and terms and conditions of employment, to the extent required by law, for personnel meeting the following general description:

All full time (1.0 FTE) Academic-Administrative personnel of the University of Nebraska at Omaha whose Primary Appointment is in one or more of those academic units (now referred to as Colleges, including the University Library) reporting to the office of the Senior Vice Chancellor for Academic and Student Affairs; and whose appointment has been approved by the Board. New Academic Administrative appointees fitting the above description shall be added to the Bargaining Unit, including personnel in any newly created academic unit(s) who share a community of interest with the Bargaining Unit. The Bargaining Unit shall include those job titles now in common usage among academic units at UNO; namely, Assistant Instructor, Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, Research Fellow, Senior Research Associate, Research Associate, Community Service Associate, Coordinator, Counselor, Librarian (all specialties), including all academic personnel holding Auxiliary Appointments as defined in this Agreement.

Unit Members holding Special Appointments which expire at the end of an academic year and who are reappointed for the succeeding academic year will be deemed to be continuing Unit Members represented by the UNO AAUP.

The Bargaining Unit shall also include the University Division counselors who hold faculty rank.

Unit Members on continuous appointment who reduce their workload through a University-sponsored partial or phased retirement program will be deemed to be continuing Unit Members represented by the UNO AAUP, and as a result, shall be covered by the terms of this Agreement. Said coverage shall be proportional to the Unit Member's FTE in the case of salary increases, benefit contributions (unless otherwise dictated by the terms of the partial or phased retirement agreement) and other contract provisions which may be proportionalized. In the case of contract provisions which may not be proportionalized, the Faculty Member will be considered a Unit Member. Nothing herein shall extend to the Unit Member any rights or privileges not otherwise provided under the terms of the Agreement.

2.2

EXCLUSIONS FROM THE BARGAINING UNIT

The Bargaining Unit shall exclude Deans, Acting or Interim Deans, Associate Deans, Assistant Deans, the Senior Vice Chancellors, Associate and Assistant Vice Chancellors, the Chancellor, any person with a Primary or Auxiliary Appointment for salary reporting to the Director of Intercollegiate Athletics, and any persons whose Primary Appointment is one of the following:

- Director.....Honors Program
- Director.....Institutional Research

Full time (1.0 FTE) Unit Members holding Special Appointments will be separated from the Bargaining Unit whenever their appointments become less than 1.0 FTE. If granted full-time reappointment, their hire dates and rank dates will change with each new full-time (1.0 FTE) appointment.

2.3

BARGAINING UNIT ALTERATION

The Board shall not alter the Bargaining Unit by a change in job title when there has been no substantive change in the nature of the duties and responsibilities assigned to Unit Members performing the job. If the Board proposes to change any existing job title or description, or to create new job titles covering work now being performed by the members of the Bargaining Unit, the Administration shall notify the UNO AAUP of such proposed action and meet upon request to discuss the impact of the proposed changes on the composition of the Unit. If the Board proposes to change or reorganize any academic unit at UNO in any manner which would alter the Bargaining Unit as described in Section 2.1, the Board will notify the UNO AAUP of the proposal and will meet upon request with the UNO AAUP to discuss the impact of the proposed action on the composition of the Unit.

With respect to Section 2.3, notwithstanding anything herein to the contrary, neither party waives the right of recourse to the Commission of Industrial Relations.

ARTICLE 3

TERMS AND CONDITIONS OF EMPLOYMENT

3.1 ACADEMIC WORK ENVIRONMENT, SERVICES, FACILITIES, AND WORKLOAD

3.1.1 Work Environment:

The Board shall provide, for each Unit Member, the following facilities for use in fulfilling his/her assigned duties and responsibilities.

3.1.1.1 Offices, Office Facilities, and Office Furnishings:

- a. Office space
- b. Access to a telephone with both local and long-distance capability
- c. Access to a desktop or laptop computer sufficient to handle normally required University System functions with access to University Information Technology systems (e.g., email), subject to Executive Memorandum No. 16.
- d. An office desk and an office desk chair
- e. Wastebasket
- f. File cabinet (at least 4-drawers)
- g. A bookcase

3.1.1.2 Indoor Air Quality

The ventilation system in buildings occupied by Unit Members shall be well functioning as defined by recognized engineering standards and federal, state, and local codes. The provisions of this section shall not be grievable under the terms of this Agreement.

3.1.2 General Support Services and Facilities:

3.1.2.1 Library Facilities:

Unit Members shall be entitled to the use of all University of Nebraska libraries, document delivery, and electronic access to databases in accordance with the policies and procedures of each library.

3.1.2.2 Postal Service:

Unit Members shall be entitled to U.S. Mail service, including postage, for use when the Unit Member is conducting business in the course of fulfilling his/her University assigned duties and responsibilities.

3.1.2.3 Parking:

The Board shall continue to make available to Unit Members unreserved vehicle parking privileges on the same basis as for all other full-time University employees.

3.1.2.4 Travel:

- a. Unit Members are encouraged to and may, with the appropriate administrative approval, attend professional meetings, workshops, seminars, or other scholarly and professional activities. Subject to the availability of funds and prior administrative approval, all or part of the Unit Member's expenses incurred in connection with attendance at approved meetings may be reimbursed in accordance with applicable provisions of state law or regulation and Board policy.
- b. Unit Members shall be reimbursed at the then-current rate for state travel reimbursement for travel required by regularly assigned teaching or committee meetings at any facility except the campus of primary assignment. Mileage shall be calculated from the campus of primary assignment to the classroom or committee facility.
- c. Unit Members assigned to transport or entertain visiting speakers, job candidates, scholars, or performers shall be reimbursed at the then-current state reimbursement rate for travel and other authorized expenses. Reimbursement shall be in accordance with applicable provisions of state law or regulation and Board policy.

3.1.3 Workloads and Professional Obligations of Unit Members:

All Unit Members shall be assigned, after appropriate consultation, duties and responsibilities which may consist of one or more of the following activities: instruction, research and creative activity, directing and supervising research, service, departmental coordination, and other assignments as may be deemed reasonable in each instance by the Departmental Chairperson and Dean concerned, within standards approved by the Senior Vice Chancellor. "Appropriate Consultation" as referred to in this paragraph or elsewhere in the agreement, unless specifically noted otherwise, shall not be construed to require agreement by the Unit Member. Consultation, as referred to in this section shall mean (1) providing the Unit Member an opportunity to indicate his/her preferences regarding the assignment, including class size and method of delivery (2) informing the Unit Member in a timely manner of the approved assignment, and (3) permitting the Unit Member to respond.

3.1.3.1 Scheduled Workload for Unit Members in Departments with an Instructional Mission:

- a. Unit Members holding academic-year appointments and working full time in an instructional department shall be assigned twelve plus or minus one workload hours per semester (twenty-four plus or minus two workload hours per academic year). Unit Members holding twelve-month appointments and working full time, in addition to the workload assignment applicable to the academic year, shall be responsible for six plus or minus one workload hours, which ordinarily will be rendered during the summer session. (The University Library, Center for Public Affairs Research, and University Division are not classified as instructional units. See Section 3.1.3.4 below). Unit Members without instructional assignments (e.g. Research Associates and Community Service Associates) need not file workload reports.
- b. Workload hours equivalencies for instructional, research, service and coordination responsibilities established pursuant to Section 3.1.3.1 of the 1983-85 Agreement, shall be contained in the Faculty Workload Assignment Policy (as revised in 2016), which shall be utilized in making assignments.

3.1.3.2 Workload Determination for Unit Members in Departments with an Instructional Mission:

The Chairperson shall consult with Unit Members individually, or by means of an elected advisory committee, in proposing specific workloads. In all cases, assignment must be consistent with the equivalencies established according to Section 3.1.3.1 herein. Following approval by the Dean of the College, individual Unit Members and the Senior Vice Chancellor shall be notified of the approved assignments. Notification of approved assignments shall be by means of a standard form developed and distributed by the Senior Vice Chancellor.

3.1.3.3 Office Hours and Student Advisement:

Unit Members in departments with an instructional mission will maintain scheduled office hours each semester and will post the hours they will be available for discussion of assignments and examinations, advisement, and related matters. Each Unit Member will be available at frequent, regular, and scheduled times (other than class times) for student consultation.

3.1.3.4 Workload for Unit Members in the University Library, Center for Public Affairs Research, and University Division:

Unit Members in the University Library, Center for Public Affairs Research, and University Division will fulfill a workweek of forty (40) hours, of which thirty-five (35) hours will be scheduled. The Chairperson (Coordinator in the case of University Division) shall consult with the Unit Members individually, or where applicable by means of an elected advisory committee, in proposing specific workload assignments.

3.1.3.5 Specific Duties and Responsibilities Related to Sponsored Projects:

Unit Members may be assigned specific duties and responsibilities associated with the fulfillment of the conditions of a contract or grant involving an agency external to UNO. The specific assignment for sponsored-project duties will be made by the Dean and will be consistent with the terms of the contract or grant. No Unit Member is authorized to commit unilaterally any University personnel or resources to any sponsored project.

3.1.3.6 Credit Exchange Option:

Unit Members may be assigned a workload greater than twelve (12) workload hours per semester for the purpose of exercising a Credit Exchange Option. The Credit Exchange Option shall consist of the accumulation of excess workload credit to be exchanged for an equal reduction in workload at a later date. The exercise of this option must conform to the following conditions:

- a. The accumulation of credit under this option shall be limited to the teaching of mini-courses (one or two credit hour lecture courses) and team-taught courses involving different departments.
- b. The exercise of this option and the workload credit to be considered for its exercise shall be agreed upon in advance of the accumulation of any excess credit. Such agreement shall be in writing and approved by the Unit Member, the department chairperson, and the appropriate dean.

- c. Unit Members may accumulate excess workload credit only during semesters in which their workload assignments include no more than three (3) workload hours of research and/or service.
- d. No more than three (3) workload hours of excess credit may be accumulated in any academic year.
- e. The credit exchange must occur within six (6) semesters of the initiation of the agreement cited in (b).
- f. No more than three (3) workload hours of excess credit may be exchanged in a single semester.
- g. The exchange of excess workload credit may not be combined with voluntary partial appointments.
- h. Separation of the Unit Member from the Unit for any reason shall constitute forfeiture of accumulated workload credit.

3.2 ACADEMIC FREEDOM AND PROFESSIONAL RESPONSIBILITY

The Board and the UNO AAUP recognize and accept the principles of both academic freedom and academic responsibility as established in Sections 4.1 and 4.2 of the "Bylaws of the Board of Regents of the University of Nebraska" as amended.

3.3 APPOINTMENTS

All appointments of Unit Members shall be of two types: (1) Primary Appointments or (2) Auxiliary Appointments. Each Unit Member shall hold one (1) Primary Appointment and may, in addition, hold one or more Auxiliary Appointments.

3.3.1 Primary Appointment Conditions:

Primary Appointments shall be of three types: (1) Special Appointments, (2) Appointments for a Specific Term, and (3) Continuous Appointments. The Primary Appointment of each Unit Member, prior to becoming effective, shall be authorized and approved by the Board or its designee. Each such Primary Appointment shall be recorded in a Personnel Action Form (PAF) or similar form or record which shall specify, when appropriate and among other specified items, the month, day, and year the Primary Appointment shall expire. Unit Members shall have access to such record as provided in Section 3.8.1 of this Agreement. Primary Appointments shall be subject to termination for cause at any time, subject to the conditions and procedures set forth in Section 3.6 below.

3.3.1.1 Special Appointments:

Special Appointments shall be made in the case of (1) temporary appointments; (2) appointments beyond retirement; (3) appointments to the job titles of Assistant Instructor, Instructor, Lecturer, Senior Research Fellow, Senior Research Associate, Research Associate, Research Assistant, Senior Community Service Fellow, Senior Community Service Associate, Director of the Center for Public Affairs Research, Counselor, Advisor, and Director of International Programs; (4) appointments to job titles preceded by the designation "visiting"; and (5) appointments supported by funds other than the state-aided program budget. A Special Appointment will automatically expire in accordance with the time stated in the appointment to the position or in the written

contract. If no time is stated in the appointment to the position or in the written contract, and the Unit Member has held the appointment for fewer than six (6) consecutive years, the appointment may be terminated by either party giving the other at least ninety (90) days written notice of the date of termination.

For those Unit Members who have held the appointment for six (6) consecutive years or more, the University shall give the Unit Member at least twelve (12) months written notice of termination. For purposes of consideration for tenure, a Unit Member's service while holding a Special Appointment shall be considered to be full-time service only to the extent agreed to in writing by the Board or its designee and the Unit Member in advance of the effective starting date of the Special Appointment.

3.3.1.2 Appointments for A Specific Term:

- a. Appointments for a Specific Term are commonly referred to as "tenure track" appointments. Appointments for a Specific Term shall be on the basis of either academic year or fiscal year, shall be for a term not to exceed three (3) years, and shall carry no presumption of renewal. If the administration decides not to reappoint the Unit Member holding an Appointment for a Specific Term, then written notice of nonrenewal shall be given to the Unit Member as follows: (1) a Unit Member whose first year on an Appointment for a Specific Term is in progress shall be notified of a decision of no renewal on or before the ninetieth (90th) day prior to the expiration date of his/her current appointment or (2) a Unit Member whose second or subsequent consecutive year on an Appointment for a Specific Term is in progress shall be notified of a decision of no renewal at least twelve (12) months prior to the expiration date of the appointment. Notice shall be considered to have been given when sent by U.S. mail by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. When an Appointment for a Specific Term is extended for failure to provide notice in accordance with the foregoing procedures, such extension shall be at least for a period of time to allow full notice of no renewal which must be given in accordance with the notice procedures for nonrenewal of appointment for a Unit Member on an Appointment for a Specific Term.
- b. When a Unit Member has been notified, in accordance with the provisions of this Agreement, that his/her appointment will not be renewed, the Unit Member shall have the right to request a reconsideration or file a grievance as provided under Section 4.9 of the Bylaws of the Board of Regents of the University of Nebraska as amended; however, the substantive decision of the Administration not to renew the appointment shall constitute the final administrative judgment in the case and shall not give rise to a grievance under the terms of this Agreement, except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Administration.

3.3.1.3 Continuous Appointments:

- a. A Continuous Appointment (tenure) shall apply only to a Primary Appointment. Once granted by the Board, a Continuous Appointment shall be automatically renewed from year to year thereafter unless the Unit Member is terminated for adequate cause; as a consequence of discontinuance of a program or department or financial exigency; or due to voluntary separation, retirement, disability, or death.

- b. The total period of full-time service on an Appointment for a Specific Term prior to the acquisition of a Continuous Appointment shall not exceed seven years, including all previous tenure-related full-time service with the rank of instructor or higher in all accredited institutions of higher education, unless a contrary agreement is specified in writing at the time the Unit Member is initially appointed to an Appointment for a Specific Term. For Unit Members with three or more years of previous tenure-related full-time service with the rank of instructor or higher at accredited institutions of higher education, such agreement will not normally extend the period of service on a faculty appointment for a Specific Term beyond four years before a Continuous Appointment is acquired, and in no case shall such agreement extend the period of service on an Appointment for a Specific Term at UNO beyond seven years before a Continuous Appointment is granted. Time spent on a Faculty Development Fellowship shall be included in the period of service. A Continuous Appointment may be granted earlier, but not later, than the times specified above. A Unit Member on an Appointment for a Specific Term who is not granted a Continuous Appointment in accordance with the time limits above, shall be given a notice of non-reappointment in accord with Section 3.3.1.2. For the purposes of this section, definitions of "tenure-related service" established by the separate colleges as of the date of the signing of this Agreement remain in effect during the life of this agreement.
- c. The University may award a Conditional Continuous Appointment to a person with current employment authorization meeting the substantive academic standards for a Continuous Appointment who has begun the process of adjusting that person's status to become a lawful permanent resident of the United States by filing an Immigrant Visa Petition or has applied to become a Citizen of the United States or Permanent Resident Alien under United States immigration law. A person who is eligible to receive a Conditional Continuous Appointment must sign a written agreement that if the person fails to maintain his or her current employment authorization status under United States immigration law, the Conditional Continuous Appointment will expire and all University employment will cease immediately. The written agreement will provided that the Conditional Continuous Appointment will expire upon the final determination (following exhaustion of all available appeals) of a denial or revocation of current employment authorization status. However, upon any determination of a denial or revocation of current employment authorization status said person shall no longer perform employment services for the University and will not be entitled to further compensation. When a person awarded a Conditional Continuous Appointment adjusts his or her status by becoming a lawful permanent resident of the United States or becomes a United States Citizen of the United States or Permanent Resident Alien under United States immigration law, the award of a Conditional Appointment is subject to termination only for the reasons listed in Section 4.4.3 of the Bylaws of the Board of Regents.

During the term of a Special Appointment or an Appointment for a Specific Term, so long as the Special Appointment or an Appointment for a Specific Term has not been otherwise terminated, or is in the process of being terminated in accordance with the Bylaws of the Board of Regents, by notice of non-renewal or otherwise, the University will sponsor the person who has begun the process of adjusting that person's status to become a lawful permanent resident of the United States by filing an Immigrant Visa Petition or has applied to become a Citizen of the United States.

3.3.2

Auxiliary Appointments:

The following terms and conditions shall apply to Auxiliary Appointments:

- (1) The Unit Member shall receive written notification of the Auxiliary Appointment.
- (2) An Auxiliary Appointment shall carry no presumption of its continuation beyond any notification period hereinafter indicated.
- (3) The Board may terminate an Auxiliary Appointment, provided that the Board shall notify the affected Unit Member in writing of its decision to so terminate at least ninety (90) days prior to the proposed date for termination of the Appointment.
- (4) A Unit Member may resign an Auxiliary Appointment upon delivery to the Board or its designee of notice in writing of his/her intent to resign at least ninety (90) days prior to the effective date of such resignation.
- (5) The UNO AAUP shall receive written notice at the time major Auxiliary Appointments, such as Department Chairperson, are made and when these Auxiliary Appointments are altered.

3.3.2.1

Chairpersons:

Unit Members may be given Auxiliary Appointments as Department Chairpersons. As provided in 3.3.2(3), such appointments may be terminated by the Board or the Unit Member with at least ninety (90) days written notice.

- (1) Selection and Appointment: Department Chairpersons shall be appointed by the Board upon recommendation of the Dean of the college, after appropriate consultation with the Unit Members of the Department, and with concurrence by the Chancellor and the President. Appropriate consultation will include the following provisions: (a) Unit Members will have an opportunity to express, in a timely manner, opinions regarding the conduct of the search and the credentials of the candidates; (b) Unit Members will be afforded the opportunity to express their views on the selection of the finalists; (c) Unit Members will have an opportunity to meet with the candidates who are invited to the campus; (d) and in order to accommodate the above activities, searches for chairpersons will be conducted, if feasible, during the academic year.
- (2) Appraisal and Review: Each college, after appropriate consultation with its constituent departments, shall establish criteria for evaluation of Chairpersons. The Dean of a college shall prepare and conduct an annual review of Chairpersons within that college. Evaluations of the Chairperson shall be solicited by the Dean from all Unit Members in each department. During the third year of appointment in the post and each third year thereafter each Chairperson shall be comprehensively evaluated for continuation by the cognizant Dean. The Dean shall ascertain whether the Chairperson continues to be acceptable to a majority of the Unit Members in the department. The Dean shall report the results of the comprehensive evaluation of the Chairperson to the department and shall consult with departmental Unit Members, as appropriate, concerning the continuation of the Chairperson in that position.

3.4

EVALUATION OF PERFORMANCE

Each administrative unit and subdivision thereof shall establish procedures for gathering relevant information from all sources, including student evaluations and peer judgments, as part of an annual review of Unit Member performance in relation to the standards established under Section 3.5.1. The individual Unit Member shall have the opportunity to submit materials deemed relevant as part of the review dossier. When appropriate, the judgment of others in the Unit Member's specialized field of competence may be included. A Unit Member shall have access to all material submitted for an evaluation and the opportunity to respond in writing. The results of the review shall be communicated to the Unit Member. Evaluations and records of performance in the annual reviews shall be considered in determining salary increases, reappointment, promotion in rank, and award of Continuous Appointment.

3.5 REAPPOINTMENT, PROMOTION, AND GRANTING OF CONTINUOUS APPOINTMENT

3.5.1 Guidelines for Reappointment, Promotion, and Continuous Appointment:

University-wide, college, and departmental guidelines for reappointment, promotion, and awarding of Continuous Appointment which have been approved through established procedures shall remain in effect unless modified through those same procedures. Every administrative unit or subdivision thereof is responsible for drafting such guidelines, which shall be reviewed and, if necessary, revised by the Unit Members of the administrative unit or subdivision every two years, in the semester following the ratification of the renegotiated Collective Bargaining Agreement. At a minimum, such guidelines will address which members of the unit or subdivision make a recommendation to the chairperson for decisions on reappointment, promotion and Continuous Appointment. Any change to such guidelines must be approved by a vote of the Unit Members of the administrative unit or subdivision and submitted to the Dean of the appropriate college and to the Senior Vice Chancellor for Academic and Student Affairs for their review and approval. Departmental guidelines may be implemented only after the appropriate Dean and the Senior Vice Chancellor have concurred that the departmental guidelines comply with College and University standards and criteria, respectively, and have approved the guidelines as doing so. In all cases, departmental guidelines in effect as of August 31 each year shall remain in effect throughout the personnel cycle for that academic year. A copy of applicable guidelines shall be provided to each new Unit Member upon appointment or upon becoming a Unit Member.

3.5.2 Procedures for Promotion and Granting Continuous Appointment:

When a Unit Member is being considered for promotion or Continuous Appointment, the following procedures shall apply:

- (1) The responsible academic officer shall distribute to the Unit Member a written copy of the standards, criteria, and procedures to be followed in considering a Unit Member for promotion or award of Continuous Appointment.
- (2) Deans will provide, in a timely manner, a list of deadlines for chairs/directors, department/school committees and college committees.
- (3) Each department/school committee (except in the case of the Library, which has only a college committee) shall receive the materials pertinent to the Unit Member under consideration at least twenty (20) calendar days in advance of the committee's deadline for rendering advice and shall render its advice in writing no later than its deadline.

- (4) Each department chair/school director shall receive the materials pertinent to the Unit Member under consideration at least twenty (20) calendar days in advance of his/her deadline for rendering advice and shall render his/her advice in writing no later than his/her deadline.
- (5) Each college committee shall receive the materials pertinent to the Unit Member under consideration at least thirty-five (35) calendar days in advance of the committee's deadline for rendering advice and shall render its advice in writing no later than its deadline.
- (6) Each dean shall receive the materials pertinent to the Unit Member under consideration at least twenty-five (25) calendar days in advance of the dean's deadline for rendering advice and shall render his/her advice to the Senior Vice Chancellor for Academic and Student Affairs in writing (accompanied by the written advice of the department and/or college committee) no later than his/her deadline.
- (7) The Unit Member under consideration shall have the right to review and respond in writing to all materials used in the course of his/her review prior to the time this evaluation is forwarded to the next level of the review process. This includes any evaluation that is written by a departmental advisory committee, the chairperson, a dean's advisory committee or the dean. It is also understood that the Unit Member shall have a reasonable amount of time to respond to any such evaluation. For purposes of this section, a reasonable amount of time shall be interpreted as three working days after the receipt of the evaluation. The department/school and college must send written or electronic notification at each step notifying the Unit Member that he/she has three working days to review his/her file before it is sent to the next level. The Unit Member may supplement the materials in his/her file at any step in the review process, but the department/college committees and the chairperson/director shall not be required to review documents added to the file after they have completed their review.
- (8) The department/school and/or college committee involved in the consultation procedure shall have the right to interview the Unit Member under consideration.
- (9) The Board or its designee shall communicate in writing the substantive decision, in a timely manner, to the Unit Member under consideration, the appropriate department and/or college committee, the appropriate Dean, and the Senior Vice Chancellor for Academic and Student Affairs.
- (10) The decision shall be final and binding; except that, in the case of denial of promotion or continuous appointment the initial decision may be either affirmed or revised as a result of resort to the procedures described under 3.3.1.2 above.

3.5.3 Procedures for Reappointment:

The consultative procedures described under 3.5.2 will also apply when a Unit Member is considered for Reappointment for a Specific Term. However, the time parameters prescribed under 3.5.2 shall not apply, except as outlined in 3.5.2. (7). Reappointments for a Specific Term shall be processed in a timely manner such that notice of nonrenewal of a Specific Term Appointment can be given consistent with the provisions of Section 3.3.1.2 above.

3.6 TERMINATION OF A PRIMARY APPOINTMENT: DEFINITION

For the purposes of this section, termination shall be defined as the abrogation by the Board of an appointment of a non-tenured Unit Member prior to the expiration date of his/her current Specific Term or Special Appointment or the abrogation by the Board of the Continuous Appointment of a tenured Unit Member. Termination shall not include nonrenewal of a Specific Term Appointment pursuant to Section 3.3.1.2 nor expiration of a Special Appointment pursuant to Section 3.3.1.1.

3.6.1

Termination for Adequate Cause:

- a. Prior to the initiation of termination proceedings against a Unit Member the Senior Vice Chancellor shall inform the Unit Member, in writing, of the issue (s) of significant concern against him/her and provide the individual an opportunity to discuss the situation informally with the Senior Vice Chancellor. The Unit Member shall have the right to be accompanied by another Unit Member at any such informal discussion. If, after such informal discussions (generally within 21 days of said meeting), the Senior Vice Chancellor still believes that adequate cause may exist to terminate this Unit Member's appointment, the Senior Vice Chancellor shall refer the matter to a Select Committee convened to render advice in this matter. The Select Committee shall consist of two (2) Unit Members selected by the UNO Faculty Senate and two (2) Unit Members selected by the Administration at the beginning of the term of this Agreement. No members of the Select Committee shall be members of the same department or school as the Unit Member against whom charges are pending, or members of the UNO Academic Freedom and Tenure Committee. The Select Committee shall serve for the duration of the Agreement set forth in Section 5.1. Should a member be unable to serve on the committee, and alternate will be appointed by the UNO Faculty Senate or Administration (with each replacing members they appointed). The Select Committee and the Unit Member shall be informed in writing of the specific nature of the charges brought against the Unit Member and the substance of these charges, no less than 5 days before the Committee's first meeting. The Unit Member will provide the Committee with a response by the Committee's first meeting. The Committee shall provide the Senior Vice Chancellor its advice in writing, within thirty (30) days of the Committee's first meeting. Copies of this statement will be provided to the Unit Member and the UNOAAUP.
- b. Upon receipt of the Select Committee's advice, the Administration shall have an additional thirty (30) days to consider the matter and decide whether to proceed with the termination process. If the Administration decides to proceed with termination, the Corporation Secretary shall notify the affected Unit Member in writing. Such formal notice shall state the reason, or reasons, for the proposed termination and shall advise the Unit Member of his/her right to request a hearing under sections 4.12 and 4.15 of the "Bylaws of the Board of Regents of the University of Nebraska" as amended. The UNO AAUP shall be provided a copy of the written statement of charges against the Unit Member.
- c. If no hearing is requested in writing by the Unit Member within twenty (20) days of his/her receipt of the notice of the right to have a hearing, the Board or its designee may proceed with the implementation of its decision to terminate the Unit Member's appointment.

3.6.1.1

Hearing Procedure:

- a. If a hearing is requested, the Administration shall employ an attorney as provided in Section 4.15.2. (b)(3) of the "Bylaws of the Board of Regents of the University of Nebraska" and as amended.
- b. If the attorney files a complaint with the UNO Academic Freedom and Tenure Committee, the Committee shall conduct a hearing in accord with the "Policies and Rules of Procedure for the UNO Academic Freedom and Tenure Committee" and paragraphs (c), (d), and (e), Section 4.15.2, "Bylaws of the Board of Regents of the University of Nebraska" as amended.

3.6.1.2 Board Decision:

The Board or its designee will render its decision in accordance with paragraphs (f), (g), and (h), Section 4.15.2, "Bylaws of the Board of Regents of the University of Nebraska" as amended for termination or retention after due consideration of the available evidence. If the decision is to terminate, the Board shall set forth the reasons in a written opinion which shall be made available to the Unit Member charged and to the UNO AAUP. The substantive decision of the Board or its designee shall constitute the final administrative judgment in the case and shall not give rise to a grievance hereunder; except that, a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board or its designee.

3.6.1.3 Status of Unit Member Charged During Termination for Adequate Cause

While the Termination for Adequate Cause Procedure is being carried out, the Unit Member involved shall not be suspended from his/her duties or assigned other duties unless the administration undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of himself/herself, any student, or other individual, or University property justifies removal from his/her currently assigned duties. The suspended Unit Member shall continue to have access to his/her office and other University facilities normally accessible to Unit Members unless the foregoing determination has been made. If such a determination has been made, the Unit Member may be temporarily suspended or reassigned or suspended and denied access to his/her office and other campus facilities. Within seven (7) days of such action, the Administration shall inform the UNO AAUP and the Unit Member of the suspension or reassignment, and/or the exclusion from campus facilities. The UNO AAUP and/or Unit Member may, within seven (7) days of such notice request a meet and confer, in which the Administration shall present its reasons for the suspension, reassignment or exclusion from University facilities and any possible continuation of same. The UNO AAUP and/or Unit Member may, one additional time after sixty (60) days from said meet and confer, request a second meet and confer and the opportunity to present to the Administration reasons for removal of the suspension, reassignment or exclusion from University facilities and continuation of same. After said meet and confers, the Administration may decide to continue the suspension, reassignment or exclusion from University facilities and will advise the UNO AAUP and/or the Unit Member of its decision in writing. The Unit Member's salary and fringe benefits will continue during any period of suspension, reassignment or exclusion from University facilities, and an assignment to other duties shall not diminish his/her salary or benefits. The fact that a Unit Member is on suspension or assigned to other duties shall not affect his/her rights regarding performance evaluation procedures.

Prior to the Senior Vice Chancellor's referral to the Select Committee referenced in Section 3.6.1.a, above, expressing the Senior Vice Chancellor's belief that adequate

cause exists to terminate a Unit Member's appointment, the imposition of any administrative leave upon a Unit Member shall be governed by the Administrative Leave of Absence provisions set out in Attachment A to this Agreement.

3.6.1.4 Transmission of Notices:

For all purposes herein, notices shall be deemed served when they are sent by certified or registered U.S. mail, postage prepaid, return receipt requested, and properly addressed to the Unit Member's current address on file with the University's Personnel Office.

3.6.2 Terminations as a Result of Discontinuance of a Program or Department:

In the event that the Administration proposes to discontinue a program or a department and such action would result in the termination of a Unit Member, such proposal shall be formally considered by the Board only after appropriate consultation. Appropriate consultation shall be as follows:

- (1) The Administration shall notify in writing the affected department and college, the UNO University Academic Planning Council, the UNO Graduate Council (if graduate instruction is offered by the department), and the UNO AAUP of the proposed discontinuance.
- (2) The affected department and college, the Academic Planning Council, and the UNO Graduate Council shall have ninety (90) days to prepare and present their response; provided that notice of the proposed discontinuance was given prior to February 15 of the academic year. If notice of the proposed discontinuance is provided after February 15, the deadline for receipt of responses shall be one hundred-twenty (120) days after notification.
- (3) In the preparation of their response, the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall review data they regard as relevant to their consideration, including information such as enrollment trends, program costs, research and service functions, etc. The Academic Planning Council and the UNO Graduate Council may forward requests for information to the affected department and college and the Administration.
- (4) Upon completion, the responses of the affected department and college, the Academic Planning Council, and the UNO Graduate Council shall be sent simultaneously to the Senior Vice Chancellor and the UNO AAUP.
- (5) Upon receipt of the responses or the expiration of the deadline indicated above, the Administration shall formulate its recommendation to the Board, accompanied by the formal reports received from the affected department and college, the Academic Planning Council, and the UNO Graduate Council. Copies of this formal recommendation and supporting documents shall be provided to the affected department and college, the Academic Planning Council, the UNO Graduate Council, and the UNO AAUP, at least thirty (30) days prior to the meeting at which the Board will consider the recommendation.
- (6) The Board shall give due consideration to the reports and recommendations made by the affected department and college, the Academic Planning Council and the UNO Graduate Council.

- (7) The decision of the Board will be communicated in writing and in a timely manner to the affected department and college and the UNO AAUP.
- (8) The substantive decision by the Board to discontinue a department or program shall not be grievable under this Agreement, except that a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.1 Principles and Procedures for Unit Member Terminations:

Before any Unit Member is terminated as a result of a discontinuance decision by the Board in accordance with the above provisions, efforts shall be made to:

- (1) Reassign the Unit Member to a suitable similar position within UNO at the same salary and rank,
- (2) Transfer the Unit Member to a suitable but dissimilar position for which the Unit Member is qualified by reason of education or experience,
- (3) Authorize a reduced load on a pro-rated salary basis without loss of tenure or fringe benefits permitted under this contract,
- (4) Consider early retirement or "buy out" options,
- (5) Consider retraining options under the Faculty Development Fellowship, with the provision that the six-year eligibility requirement be suspended for this purpose.

3.6.2.2 Order of Termination:

Faculty shall be involuntarily terminated in the following order:

- (1) Faculty of any classification who have already received notice that they will not be reemployed following the expiration of their current Primary Appointment.
- (2) Part-time Faculty.
- (3) Faculty on Special Appointment.
- (4) Faculty on Specific Term Appointment.
- (5) Faculty on Continuous Appointment.

The substantive decisions of the Board or Administration to terminate specific Unit Members, due to the discontinuance of a program or department, shall be final and binding and shall not be grievable under this Agreement, except that a grievance may be pursued based on the allegation that the procedures outlined herein were not followed and that such failure may have affected the substantive decision of the Board.

3.6.2.3 Notice of Termination:

The University shall give notice of termination as soon as possible, and shall make reasonable efforts to notify Unit Members on Continuous Appointments at least twelve (12) months prior to the effective date of termination. Notice shall be considered to have been given upon mailing by certified or registered letter, properly addressed, postage prepaid, and return receipt requested. All letters of notice of termination as a result of discontinuance of a program or department shall advise the affected Unit Member of his/her recall rights under the terms of this contract and his/her responsibility to keep the Administration informed of his/her current address. A copy of all such notices shall be provided to the UNO AAUP at the time they are given to the affected Unit Member.

3.6.2.4

Recall of Terminated Unit Members:

Unit Members who have been terminated due to discontinuation of a department or program shall be eligible for recall to positions in the same department or program from which they were terminated in accordance with the following procedures:

- (1) Only Unit Members who held Continuous Appointments or Appointments for a Specific Term when they were terminated shall be eligible for recall. (Although not specifically covered by other provisions in Section 3.6.2, Unit Members on an Appointment for a Specific Term who are notified of non-reappointment as a result of the discontinuance of a program or department shall be eligible for recall.)
- (2) Unit Members with unexpired recall rights will be entitled to employment preference in the inverse order of their termination provided that the Unit Member is qualified by reason of expertise, education and experience to perform the teaching and other work responsibilities of the vacant position and provided further that the vacant position is in the Bargaining Unit.
- (3) Recall rights shall expire two (2) years following the effective date of a Unit Member's termination from active employment.
- (4) Recall will be affected by written notice, posted by registered mail addressed to the Unit Member's last known mailing address on file in the Office of the Senior Vice Chancellor. Such notice will be postmarked at least sixty (60) days in advance of the effective date of the reinstatement. The recall notice will contain the effective date of the reinstatement, offer of salary, verification of rank and type of Primary Appointment to which the person is entitled, job title, and assigned duties for the position. The recall notice will also include a copy of the approved Academic-Administrative Position Recruitment Authorization Request form for the vacant position.
- (5) A Unit Member reinstated to employment through recall will retain the same rank and salary, and have the same type of Primary Appointment, that he/she held at the time of termination.
- (6) Acceptance of the recall, if at all, shall be by written notice addressed to the Senior Vice Chancellor, postmarked no later than fifteen (15) days after receipt of the original recall notice, and this acceptance must be signed and indicate acceptance of all terms and conditions of employment specified in the original recall notice.

- (7) It shall be the responsibility of the Unit Member to keep the Administration informed of his/her current address and failure to notify the Administration of changes in address in a timely manner will void a person's recall rights.
- (8) Failure to accept recall will void a person's recall rights.
- (9) Recall rights extend only to Primary Appointments held at the time of termination.

3.6.2.5 Terminated Unit Members May Continue in Fringe Benefits Programs:

In the event that a Unit Member is terminated pursuant to Section 3.6.2, then the Unit Member, at the Unit Member's sole cost and expense, shall be eligible to continue to participate in the then-available medical, group life, and retirement coverage so long as the Unit Member shall continue to be eligible for recall in accord with the provisions of Section 3.6.2.4 of this Agreement. Such Unit Member shall be billed on a monthly-prepaid basis for the cost of such coverage by the University.

3.6.3 Disability Termination: (SEE SECTION 3.9.4)

3.6.4 Phased Retirement Agreements

The Board agrees, that in the event that the University of Nebraska at Omaha upon offering a Phased Retirement Agreement, to eligible Unit Members holding a Continuous Appointment, for the duration of the Collective Bargaining Agreement (July 1, 2023 through June 30, 2025), the supplemental compensation offered thereunder shall be equivalent to the difference between the Board's contribution for the Board's group medical and/or dental insurance coverage (for a 1.0 FTE appointment) and the Board's contribution the Unit Member holding a Continuous Appointment, actually receives for his or her part-time Phased Retirement Appointment pursuant to such a contract. Any retirement contribution shall be determined by the applicable plan and is not subject to negotiation by the parties. The Board will not pay any NUFlex Monthly Differential or any "grossed up" payment to defray additional income taxes. Moreover, the Administration of the University of Nebraska at Omaha will retain absolute discretion in the granting of Phased Retirement Agreements, and nothing contained herein will obligate the Board or the Administration of the University of Nebraska at Omaha to offer a Phased Retirement Agreement to any Unit Member holding a Continuous Appointment.

3.7

NON-DISCRIMINATION

- a. The Board and the UNO AAUP agree that there shall be no discrimination against Unit Members because of race, color, creed, sex, sexual orientation, gender identity, age, national origin, genetic information, religion, physical handicap, disability, political beliefs, marital status (whether with or without children), and UNO AAUP membership or lack thereof.
- b. The Board and the UNO AAUP affirm their commitment to the principles involved in the areas of non-discrimination, equal employment opportunity, and affirmative action. The Board and the UNO AAUP recognize their responsibilities under Federal and other applicable laws relating to fair employment practices and nondiscrimination on the basis of sex in education programs, and do hereby agree that nothing in the agreement shall be construed to require or permit any acts of discrimination prohibited by such laws.
- c. Any discipline of Unit Members for violations of laws relating to fair employment practices or nondiscrimination on the basis of sex in education programs shall be governed by procedures of Board of Regents of the University of Nebraska and the current contract.

3.8

PERSONNEL FILES

Except to the extent necessary to carry out administrative functions, including the administration of this Agreement, or as may be necessary to comply with state or Federal law, or with the written permission of the Unit Member, the Administration shall maintain the confidentiality of all Unit Members' personnel files. No Unit Member's personnel file shall contain any evaluation or other material relative to the fitness of a Unit Member to be employed by the University that cannot be attributed to an identifiable group or individual.

3.8.1

Unit Members' Right to Examine and Comment on Personnel Files:

Each Unit Member shall have the right to (a) review his/her personnel file during regular office hours and (b) attach a statement signed by the Unit Member to any material found in his/her personnel file. Within two (2) working days of the Unit Member's written request to the Dean of the appropriate college, the Administration shall provide the Unit Member with copies of any or all requested materials in his/her file, provided the Unit Member pays the cost of such photocopies.

3.8.2

Contents - Personnel Files:

Official personnel files shall be only those kept in the offices of the Unit Member's Department, the Dean of the College, the Office of Academic and Student Affairs, and the Office of Human Resources. In addition to materials required by law, files maintained in the department and college offices will include but not be limited to information on qualifications, employment history, annual reviews of performance, and evaluations by the chairperson and the dean of the annual review. Personnel files maintained in the Office of Academic and Student Affairs will include but not be limited to information on qualifications and employment history, while those maintained in Human Resources will include but not be limited to information on employment history. Files pertaining to complaints or any special situation relating to a Unit Member may be kept by the appropriate University Office. However, if these materials might reasonably

be expected to be relevant in a proceeding under Sections 3.4, 3.5, or 3.6 or Article 4 of this agreement, or Sections 4.14 through 4.15 of "Bylaws of the Board of Regents of the University of Nebraska" as amended, they shall be treated as materials contained in the official personnel files, in that the Unit Member shall have the right to review them and to make a written statement (3.8.1) before they are included in the official files, or used in such proceedings.

3.9 LEAVES

3.9.1 Professional Leaves:

See Appendix V for Faculty Request for Personal or Professional Leave form.

3.9.1.1 Faculty Development Fellowship:
(Formerly Known as Periodic Professional Leave)

- a. Subject to the availability of funds, the demonstrated benefit to the institution in terms of professional development, and the ability of the institution, its colleges and departments to maintain programs and program emphasis and to thereby achieve their mission and meet their enrollment demand, any Unit Member on Continuous Appointment who has completed six years of full-time service at UNO at any academic rank shall be eligible for a Faculty Development Fellowship, either for a full year at half pay and full benefits or for a half year at full pay and full benefits. Each six-year period of full-time service shall renew eligibility for a Faculty Development Fellowship.
- b. Faculty Development Fellowships are to be taken only for professional development. An application which sets forth the length of leave and its relationship to the Unit Member's professional development shall be prepared by the Unit Member and filed with the appropriate Dean. The application shall be reviewed by the Unit Member's department and subject to the approval of the appropriate Dean (in consultation with an elected faculty advisory group), the Senior Vice Chancellor, the Chancellor, and the Board. Such leaves shall not be considered to be an entitlement or an automatic reward for years of service. The substantive decision of the Board or Administration to approve or disapprove applications for Faculty Development Fellowship shall not be grievable under this Agreement.
- c. The time period of the Faculty Development Fellowship shall be considered service to UNO for all purposes. Based upon a written report submitted by a Unit Member on Faculty Development Fellowship, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. No Unit Member on Faculty Development Fellowship shall be required to contribute to the compensation of any substitute(s) to perform all or any part of that Unit Member's assigned workload. In the event the Unit Member fails to return on the date specified and has not received authorization from the Senior Vice Chancellor to return on a later date, he/she shall be considered separated as of the last day of such leave.
- d. The recipient of a Faculty Development Fellowship agrees to resume his/her duties at the University of Nebraska upon termination of the leave and continue such duties for a period of at least one academic year, and if he/she fails to do so in strict accordance with said agreement, agrees to reimburse the University for all pay received during the leave of absence, unless waived by the Board or its designee.

3.9.1.2 Faculty Assistance for Doctoral Study

Unit Members who do not hold doctorates shall be eligible to participate in the Faculty Assistance for Doctoral Study program adopted by the Board of Regents on January 17, 1981.

3.9.1.3 Professional Leaves Without Pay:

- a. Unit Members may request a Professional Leave of Absence without pay for reasons which include professional development, public service, or other valid, professional reasons.
- b. A Unit Member may request such leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Senior Vice Chancellor, and approval by the Board. Professional Leave Without Pay will be granted for a period not to exceed one (1) year. Extensions of Professional Leave Without Pay may be granted for up to one (1) additional year. While on Professional Leave Without Pay, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.
- c. The time period of the Professional Leave Without Pay may be considered service to UNO, and counted toward eligibility to apply for Faculty Development Fellowship, subject to the approval of the Dean and Senior Vice Chancellor. If such time period is considered service to UNO, based upon a written report submitted by a Unit Member on Professional Leave Without Pay, such Unit Member shall be eligible for consideration for salary adjustments on the same basis as other continuing Unit Members. If such time is not considered service to UNO, upon return to full-time service at UNO, the Unit Member shall receive the salary received at the time the leave was granted. In the event the Unit Member fails to return on the date specified, and has not received authorization from the Senior Vice Chancellor to return on a later date, he/she shall be considered separated as of the last day of such leave.
- d. Unit Members may request a Partial Professional Leave of Absence under which their workload may be reduced to not less than the equivalent of .5 FTE. Such leaves shall be for those purposes and shall be subject to the approval process and all other conditions provided in a. through c. above; provided, however, that salary and benefit contributions shall be made by the University on a basis proportionate to the Unit Member's FTE. Unit Members on Partial Professional Leave shall be considered Unit Members for all purposes under this Agreement.

3.9.2 Personal Leave:

- a. A Unit Member may request a Personal Leave provided that application is made as directed by the Board or its designee. The request shall be subject to approval by the Dean and Senior Vice Chancellor, and approval by the Board. If approved, Personal Leave will be granted for a period not to exceed one (1) year. Extensions of Personal Leave may be granted for up to one (1) additional year. While on Personal Leave, the Unit Member will receive no salary and the University will make no contribution toward any fringe benefit program, but the

Unit Member may participate in fringe benefit programs by paying the full premium and/or retirement contribution, including the University's share.

- b. The time period of the Personal Leave shall not be considered service to UNO for any purpose, including salary determination. If a Unit Member is on personal leave for less than an academic year, time actually served shall be considered for salary determination purposes. In the event the Unit Member fails to return on the date specified, he/she shall be considered separated as of the last day of such leave.
- c. If leave is needed in order to deal with an emergency not otherwise covered by the provisions of this Agreement, personal leave may be temporarily granted by the Unit Member's Dean pending approval by the Senior Vice Chancellor and the Board. In the event that leave is subsequently denied, the Unit Member will return to work fourteen (14) days after notification of the denial. In this case, the Unit Member will be considered to have been on leave from the date of the Dean's approval until his/her return to work. Failure of the Dean to grant personal leave on a temporary basis as provided herein shall not be grievable.
- d. Personal leaves may be granted which result in less than full-time status for Unit Members during the period of the leave, but not less than .5 FTE (1/2 time). In such cases, to be referred to as "partial personal leaves of absence," the Unit Member, will receive salary and, if otherwise eligible, benefits on a pro-rated basis. Unit Members on such status will be eligible for salary increases under Sections 4.1.5, 4.2.5 and Sections 4.1.6, and 4.2.6 of the Agreement. Unit Members in such status will, for the active part of their employment, be deemed to be continuing Unit Members represented by the UNO AAUP.

3.9.3 Disability Leave:

See Appendix IV for Faculty Request for Disability, Parental, and/or Family Leave form.

Eligibility for Disability Leave will be restricted to only those Unit Members who have been employed by the Board for more than twelve (12) consecutive months on a 1.00 FTE basis.

3.9.3.1 Disability Defined:

The term "Disability," as used in this section, refers to a condition whereby a Unit Member must be absent from his/her assigned duties for a period greater than five (5) consecutive Working Days and up to a maximum of six (6) consecutive months, due to any of the following:

- (1) Accident;
- (2) Pregnancy or the complications of pregnancy or childbirth;
- (3) Exposure to contagious disease requiring quarantine; and/or
- (4) Other illness or disability.

3.9.3.2 Physician's Certification of Disability:

To make application for Disability Leave, the Unit Member must present a licensed physician's statement that certifies:

- (1) The nature of the disability;
- (2) The physician's opinion that the Unit Member's continued performance of his/her regularly-assigned duties would be injurious to himself/herself or others; and
- (3) The expected duration of the disability, which must involve more than five (5) consecutive Working Days;

All medical information, including any licensed physician's statement, shall be presented to the Human Resource Department for the Campus/Administrative Unit. The Human Resource Department will provide any necessary notification to the Dean and SVCAA that the requirements of this section have been satisfied while maintaining the confidentiality of any medical information. The University may require updated medical information at reasonable intervals.

3.9.3.3 Application for Disability Leave:

Upon receipt of a physician's certification of disability, the Dean will arrange for the disabled Unit Member's duties to be taken over by replacement personnel. The Dean will then notify the disabled Unit Member of the effective date of his/her Disability Leave.

3.9.3.4 Salary Entitlements of Unit Members While on Disability Leave:

Unit Members on Disability Leave shall be entitled to receive salary modified as follows:

- (1) The salary rate while on Disability Leave will be the rate at which the Unit Member was paid for the Primary Appointment on the effective day of the leave.
- (2) Total salary paid to a Unit Member during the entire time of the Disability Leave shall not exceed the equivalent of six (6) months salary and shall be reduced by any amounts the Unit Member received through Worker's Compensation or other government-sponsored insurance program.
- (3) A Unit Member shall not receive any salary for the same period in which he/she receives benefits under the provisions of UNUM Long-term Disability Income Protection Policy, or successor coverage.

3.9.3.5 Continuous Appointment Considerations During Disability Leave

Should a Unit Member's Disability Leave extend for a period greater than three (3) months, the maximum period of full time service prior to the acquisition of continuous appointment may, upon approval of the Unit Member's Dean and the Senior Vice-Chancellor, be extended for up to one (1) year. Such extensions may be granted no more than twice (for a maximum of two years) for any Unit Member.

- a. A Unit Member who has not obtained a "continuous appointment" and becomes the parent of a child by birth or adoption will automatically qualify for a one-year extension of the maximum period of fulltime service prior to the acquisition of continuous appointment. The Unit Member's service will be extended by one

year for each child, including twins, and other multiple births or adoptions. Notifications of such extensions should be made by the Unit Member's department in writing to the Dean of the Unit Member as soon as possible after the childbirth and/or adoption, but in no case later than September fifteenth of the year in which a recommendation on the Unit Members reappointment or promotion to tenure must be made. Extensions on the grounds of childbirth and/or adoption do not preclude additional appointments. Unit members whose tenure date is postponed under this section may apply for continuous appointment at their original consideration date without penalty.

3.9.3.6 Parental Leave Policies

See Appendix IV for Faculty Request for Disability, Parental, and/or Family Leave form.

The University of Nebraska Parental Leave Policies, as adopted and amended by the Board of Regents on June 28, 1998 and amended on September 29, 2000, are incorporated herein as Attachment B.

3.9.4 Disability Termination:

- (1) At the expiration of an approved Disability Leave, the Unit Member shall return to work on a full-time basis, or on a part-time basis with proportionate reduction in compensation and University benefit contributions.

In the event that a Unit Member cannot return to work, he/she may apply for Personal Leave as provided in Section 3.9.2. Such application shall be approved for a period of up to one year so long as a documented disability exists. If no such application is made, the Unit Member shall be deemed to have separated from service as of the last day of the Disability Leave.

In cases in which the Unit Member has returned to work on a part-time basis, if the Unit Member is unable to return to full-time service after twelve months of part-time service, he/she shall be deemed to have separated as of the last day of such part-time status. Faculty who are otherwise eligible under Section 2.1 and return to work from a Disability Leave on a part-time basis shall be considered Unit Members.

- (2) Nothing in this Section shall preclude the Administration from granting an extension to the period of Disability Leave, Personal Leave, or period of part-time service.

3.9.5 Family Leave:

See Appendix IV for Faculty Request for Disability, Parental, and/or Family Leave form.

A Unit Member may request Family/Medical Leave. The request shall be subject to approval by the Dean and Senior Vice Chancellor.

3.9.5.1 (1) Family/medical leaves of absence may be used for the following reasons:

- a. To address a serious health condition of the Unit Member's child, parent, spouse, or Adult Designee. A serious health condition shall mean a

disabling physical or mental illness, injury or impairment which requires any of the following:

- In-patient care in a hospital, nursing home or hospice; or
- Constant in-home care; or
- Continuing treatment by a health care provider.

Child shall mean a biological, adopted or foster child, a stepchild, or a legal ward, or other child for whom the Unit Member has day-to-day responsibility to care for and financially support. Parent shall mean a biological parent or other individual who had day-to-day responsibility to care for and financially support the Unit Member when the Unit Member was a child, or a person bearing the same relationship to the Unit Member's spouse.

In addition to the stated purposes of Family/Medical Leave, a Unit Member may also be granted family/medical leave, on a discretionary basis, to address a serious health condition of the Unit Member's sister or brother. Denial of such leave shall not be grievable under this Agreement.

- b. To address a serious health condition of the Unit Member, which prevents the Unit Member from performing the essential functions of his/her job.
- c. To address maternal/paternal concerns associated with the birth of a child or the placement of a child with the Unit Member for adoption or foster care.
- d. In association with a death in the immediate family, "immediate family" shall mean spouse, adult designee, children, parents, grandchildren, grandparents, or persons bearing the same relationship to the spouse. The term shall also include brothers, sisters, and brothers-in-law and sisters-in-law.
- e. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the Unit Member is on active duty or has a son, daughter, or parent of the Unit Member is on active duty or has been notified of an impending call or order to active duty in the Armed Forces.

3.9.5.2 Family/medical leave may be taken in conjunction with parental leave (Section 3.9.3.6), disability leave, vacation leave, or funeral leave (as may be appropriate based on the circumstances necessitating the Unit Member's absence).

3.9.5.3 Financial:

- a. Family/medical leaves of absence shall be without pay.
- b. The Unit Member may request that a paid leave balance (i.e. disability leave, vacation leave, funeral leave) be charged for all or part of the family/medical leave, if such paid leave would otherwise be granted based on the reason for the absence. In such cases, the paid leave time will apply toward the family/medical leave period as defined in Section 3.9.5.5.

- c. Unit Members on family/medical leave who are enrolled in the University's insured benefit programs, may continue to participate in such programs, and continue to receive employer contributions for the period of family/medical leave.
- d. Unit Members on family/medical leave may retain accrued, unused vacation leave, or disability leave, but shall not accrue such leave while on unpaid family/medical leave status.

3.9.5.4

Approvals:

- a. It is the intent of Section 3.9.5 that employees will have a right to family/medical leaves of absence for the purposes stated in Section 3.9.5.1, except as otherwise specifically provided therein; however, in order to assure uniformly fair administration of the policy, the specific terms of each family/medical leave will be subject to administrative review and approval.
- b. Requests for family/medical leaves of absence, must include the reason for the request and the anticipated time period, and must be approved through the appropriate process as provided in the Appendix IV Faculty Request for Disability, Parental, and/or Family Leave form. Appropriate certification or documentation may be required by the University.
- c. Requests for foreseeable family/medical leaves of absence shall be made as reasonably far in advance as possible (if possible, thirty (30) days in advance). Unforeseeable family/medical leave may be requested as soon as practicable (within one or two working days of becoming aware of the need for family/medical leave).
- d. If the timing of the family/medical leave as requested will cause undue hardship on the department or the University and if the timing of the leave can reasonably be altered without conflicting with the Unit Member's purpose for requesting the leave, the department chairperson may suggest alternative dates which will accommodate the employee while still meeting the needs of the University. Such alternatives may include modification of the proposed starting/ending time periods, alternative working schedules, or other reasonable approaches. If the Unit Member and the department chairperson cannot agree upon the details of the leave, the request shall be referred to the Dean.

3.9.5.5

Time Provisions and Limitations:

- a. Total use of family/medical leave by an employee may not exceed twelve (12) work weeks in any rolling 12-month period; measured backward from the date a Unit Member uses any family/medical leave. However, should a Unit Member's approved family/medical leave require an absence of more than eight (8) weeks in any one academic semester, the Unit Member may request an extension of Family/Medical Leave beyond the 12 work week maximum provided herein until the end of that semester. Denial of such extension shall not be grievable under this Agreement.
- b. Under exceptional circumstances if leave for a longer period is needed, the Unit Member may request an unpaid "personal leave of absence" for a total period of time which, when combined with the family/medical leave and other paid or unpaid leaves, does not exceed one (1) year. Such leave may be granted when it

is in the best interest of the institution and shall be governed by the appropriate Section(s) of the Agreement and/or applicable University policy. The Unit Member may continue to participate in the University's insured benefits programs while on an unpaid "personal leave of absence," provided he or she pays the full employer and employee contributions while on such status.

- c. Family/medical leave may be taken on an intermittent (rather than on an uninterrupted) basis or on a reduced schedule if medically necessary as a result of an Unit Member's serious health condition or that of his or her spouse, adult designee, child, or parent or when the reason for the leave is the birth of a child or the placement of a child for adoption or foster care.

3.9.5.6 Reinstatement:

- (1) Unit Members who take a family/medical leave of absence from a position within the University will be able to return to the position vacated or equivalent. In the event of budgetary or organizational changes during the period of absence, the Unit Member shall be treated as if he or she were occupying the position at the time of the change.
- (2) If a Unit Member does not return to work following the permitted leave, unless other arrangements are made, he/she shall be considered to have resigned from the University effective the last day worked.

3.9.5.7 Family Medical Leave Act of 1993:

This provision (Section 3.9.5) complies with the Family Medical Leave Act of 1993 ("Act"), and the regulations promulgated thereunder, the terms, conditions and definitions of which are incorporated herein. To the extent that the Act or regulations shall be amended, such amendments shall become part of this Section. To the extent that this Section should conflict with the Act, the Act shall prevail, except where the Section grants a right greater in scope than the Act.

3.9.6 Administrative Leave With Pay:

Administrative Leave may be granted, in the sole discretion of the Board or its designee, in the event of inclement weather or any other conditions that might affect the normal conduct of some or all University operations. Administrative Leave, if and when granted, will be granted to such Unit Members, and for such lengths of time, as may be declared by the Board or its designee.

3.9.7 Vacation Leave:

Unit Members whose term of Primary Appointment is on a Fiscal Year basis shall be entitled to Vacation Leave consistent with the following conditions:

- (1) Vacation Leave shall be earned at the rate 16 hours for each full month of service and shall accrue to a maximum of 280 hours. Upon reaching the maximum of 280 hours no additional Vacation Leave shall accrue until the Unit Member takes Vacation Leave and reduces his/her account balance to under 280 hours.
- (2) Vacation Leave may be taken by a Unit Member provided that application is made as directed by the Administration and further provided such application is approved by the Dean.

- (3) The Board reserves the right to direct that Unit Members use up to a maximum of five (5) Vacation Days each calendar year at times specified by the Board.
- (4) A Unit Member's Vacation Leave account will be debited, while he/she is on Vacation Leave, for only those days that are scheduled Working Days for that Unit Member.
- (5) The maximum vacation which may be earned and accrued by Unit Members effective April 7, 2007 shall be two hundred eighty (280) hours; provided that any Unit Member who has accumulated more than 280 hours of vacation as of said effective date shall be entitled to retain any such excess vacation over 280 hours for future use. Vacation Leave earned but not used, during a calendar year may be carried over but the amount of accrued Vacation Leave carried over into any succeeding calendar year shall not normally exceed 280 hours. Should a Unit Member's Vacation Leave reach the maximum of 280 hours and it can be shown that reasonable efforts by the Unit Member were taken to request and use vacation and the Administration, due to conflicts with the academic calendar, staffing or other administrative need, prevented such use, the Unit Members shall retain such hours in excess of 280-hour maximum. Unit Members' supervisors shall not arbitrarily deny a request for vacation. In situations where more than 280 hours are carried over to a succeeding year, the Unit Member shall arrange to take Vacation Leave above 280 hours as soon as possible.
- (6) With the exception of vacation hours accumulated in excess of 280 hours prior to April 7, 2007, upon the termination of employment with the University, a Unit Member is entitled to compensation for accrued Vacation Leave, not to exceed a maximum of 280 hours, at his/her salary rate in effect upon the last day of employment.

3.10

INTELLECTUAL PROPERTY

The University of Nebraska Intellectual Property Policy, adopted by the Board of Regents on July 28, 2001, is incorporated herein as Attachment C. In the interpretation and application of the policy, the following will apply:

- (1) In the interpretation of Section 5.3, Ownership of University Supported Works involving use of substantial University resources, the "Comment" section shall be interpreted to read as follows:

Comment

The references in subparagraph (1) to "substantial University financial, staff, or other assistance" and in subparagraph (2) to "special or rare University holdings, such as museum collections" mean the use of University funds, facilities, equipment or other resources *significantly in excess of the norm for educational and research purposes in the department or unit in which the creator holds his or her primary appointment, and indicated as such in writing by an appropriate University official.* The University does not regard the provision of employee's salary, office, usual library resources, usual facilities and equipment, and office staff or personal computers as constituting "substantial use of University resources," *unless such resources were made available specifically to support the development of a work to be owned or acquired by the University, as indicated in writing by an appropriate University official, or were previously designated in writing by the University as a substantial University resource."*

- (2) In cases requiring resolution of ambiguities and policy interpretation (Section 13), a “committee of peers” may be assembled to hear the case and provide recommendations to the Senior Vice Chancellor. The committee, which will be named by the Senior Vice Chancellor with the advice and consent of the Faculty Senate, will consist of at least three members of the UNO faculty and will have at least one member with expertise in the applicable discipline or field of study. In the event that decision by the Chancellor is not consistent with the recommendation provided by the committee of peers, the Unit Member may initiate a grievance under Section 5.7 of the Agreement. Such grievance will commence at Step Two (Section 5.7.7). In the event that a committee of peers is not selected and the Unit Member is not satisfied with the decision of the Chancellor, he or she may initiate a grievance under Section 5.7 of the Agreement. Such grievance will commence at Step Two (Section 5.7.7).

ARTICLE 4

SALARY AND FRINGE BENEFITS

4.1 SALARY INCREASE FOR 2023-2024

4.1.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 2023 and whose appointment status on July 1, 2023 (in the case of fiscal year appointments) or August 14, 2023 (in the case of academic year appointments) fits the unit determination section of this contract.

4.1.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 2023, for full-year Unit Members and effective August 14, 2023, for academic-year Unit Members.

4.1.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 2023-2024 shall be \$1,552,287.

4.1.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 2023 or August 14, 2023, shall on said date, receive the following promotion increase:

Promotion to Professor	\$5,550
Promotion to Associate Professor	\$4,250
Promotion to Assistant Professor	\$2,200
Promotion to Lecturer (after six consecutive years as Instructor)	\$2,000
Promotion from Assistant Instructor to Instructor (after six yrs.)	\$1,000

4.1.5 Salary Increase for Satisfactory Performance:

The total dollars allocated in 2023-2024 for salary increases for satisfactory performance for 2022-2023 shall be \$1,086,601. All eligible Unit Members, whose performance for 2022-2023 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 2023, will receive an equal percentage increase.

4.1.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 2023, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.1.2, any salary increases under Section 4.1.5 to which said Unit Member would be entitled in 2023-2024 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.1.5.

4.1.6 Salary Increases for Exceptional Performance:

\$465,686, less any amount required to meet the promotion increases specified in 4.1.4, shall form a salary increase pool for Unit Members qualifying for exceptional performance increases. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 2023. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.1.7 Appeal of Salary Increase Recommendations:

- (1) Department recommendations for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 2023. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (2) Departmental recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 2023. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (3) Unit Members will have the right to appeal to the Dean:
 - a. An unsatisfactory rating of their performance, not later than five working days following notification.
 - b. A departmental recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department.
- (5) Unit Members will have the right to appeal the Dean's decision to the Senior Vice Chancellor. The Senior Vice Chancellor will communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Senior Vice Chancellor's decision shall not be grievable under the terms of this Agreement.

4.2 SALARY INCREASE FOR 2024-2025

4.2.1 Eligibility:

The provisions of this section will apply to all faculty who are Unit Members on March 25, 2024, and whose appointment status on July 1, 2024 (in the case of fiscal year

appointments) or August 19, 2024 (in the case of academic year appointments) fits the unit determination section of this contract.

4.2.2 Effective Date of Salary Increases:

All increases determined under this section shall be effective July 1, 2024, for full-year Unit Members and effective August 19, 2024, for academic-year Unit Members.

4.2.3 Total Salary Increase Pool:

The total dollars to be distributed for salary increases to eligible Unit Members for 2024-2025 shall be \$1,598,856.

4.2.4 Promotion Increases:

All eligible Unit Members who receive a promotion in faculty rank effective either July 1, 2024 or August 19, 2024, shall on said date, receive the following promotion increase:

Promotion to Professor	\$5,550
Promotion to Associate Professor	\$4,250
Promotion to Assistant Professor	\$2,200
Promotion to Lecturer (after six consecutive years as an Instructor)	\$2,000
Promotion from Assistant Instructor to Instructor (after six consecutive years as an Assistant Instructor)	\$1,000

4.2.5 Salary Increase for Satisfactory Performance:

The total dollars to be distributed in 2024-2025 for salary increases for satisfactory performance for 2023-2024 shall be \$1,119,199. All eligible Unit Members, whose performance for 2023-2024 was judged satisfactory or better as a result of the formal performance reviews conducted in March-April, 2024, will receive an equal percentage increase.

4.2.5.1 Effect of Separation on Salary Increase Pool:

In cases in which the University is officially informed, by April 15, 2024, of a Unit Member's impending separation from University employment prior to the applicable salary increase effective date provided in Section 4.2.2, any salary increases under Section 4.2.5 to which said Unit Member would be entitled in 2024-2025 shall revert back to the Satisfactory Performance salary increase pool and shall be distributed under Section 4.2.5.

4.2.6 Salary Increases for Exceptional Performance:

\$479,657 less any amount required to meet the promotion increases specified in 4.2.4, shall form a salary increase pool to be distributed to the Colleges for allocation to Unit Members based on performance. The dollars allocated to the Colleges shall be proportional to the salary base of Unit Members as of March 25, 2024. The methods utilized in allocating the dollars to eligible Unit Members shall be those developed in October, 1982, as reflected in the procedures distributed to all Unit Members on October 12, 1982.

4.2.7

Appeal of Salary Increase Recommendations:

- (1) Department recommendation for salary increases based upon satisfactory performance will be forwarded to the respective College Deans and communicated to Unit Members not later than April 1, 2024. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (2) Department recommendations for salary increases based upon exceptional performance will be forwarded to the respective College Deans and communicated to Unit Members not later than May 1, 2024. The department recommendation will be communicated such that ineligibility for the salary increase is clearly understood.
- (3) Unit Members will have the right to appeal to the Dean:
 - a. An unsatisfactory rating of their performance, not later than five working days following notification.
 - b. A department recommendation concerning their salary increase, or lack thereof, for exceptional performance, not later than five working days following notification.
- (4) The Dean will consider such appeals in consultation with the appropriate personnel advisory committee (promotion and tenure committee) and communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department.
- (5) Unit Members will have the right to appeal the Dean's decision to the Senior Vice Chancellor. The Senior Vice Chancellor will communicate his or her decision within two weeks of receipt of the appeal to the Unit Member and the involved department. The Senior Vice Chancellor's decision shall not be grievable under the terms of this Agreement.

4.3

SUPPLEMENTARY PAYMENTS/INCREASES

4.3.1

Additional Compensation:

(a) Summer appointments which provide compensation in addition to base salary for primary appointments may be offered to Unit Members who are appointed for an academic-year term. The total compensation for such appointments during any summer period may not exceed one-third of the prior academic year's base salary.

The salary rate for summer sessions instruction will be three (3%) percent of the just-completed academic year's salary for each workload hour of instruction assigned. Workload equivalencies for instruction are defined in the document established pursuant to Section 3.1.3.1 of this Agreement. The salary stipend for summer sessions teaching will be included in the Unit Member's fringe benefit base.

(b) Additional appointments for any session of approximately three weeks, scheduled between the end of fall and the beginning of spring semester, which provide compensation in addition to base salary for primary appointments, may, but are not required to be offered to Unit Members who are appointed for an academic-year term.

The salary rate for any such session shall be three (3%) percent of the just-completed academic year's salary for each workload hour of instruction assigned. Workload equivalencies for instruction are defined in the document established pursuant to Section 3.1.3.1 of this Agreement. The salary stipend for any such three-week session will be included in the Unit Member's fringe benefit base. Acceptance of an appointment for a three-week session shall be in the sole discretion of the Unit Member and a refusal to accept such an additional appointment shall not have a negative impact on any evaluation of the faculty member.

4.3.2 Overloads:

There shall be no change in the payment for overload assignments during the term of this Agreement.

4.3.3 Effect of Employment Agreements:

The administration may contract with entering Unit Members to adjust their base salary upon completion of the terminal degree and promotion in academic rank. Such adjustments which are stipulated in the original letter of employment will not be considered as part of the salary increase stipulated under this or successor agreements; however, such adjustments shall negate the applicability of any promotion increases stipulated under this or successor agreements.

4.3.4 Salary Adjustments:

Subsequent to the implementation of salary increases provided for in this Agreement, the administration may adjust any Unit Member's base salary upon the written mutual agreement of the UNO AAUP and the University, or in response to a legal order from a court of competent jurisdiction or similar authority (e.g., EEOC).

4.4 FRINGE BENEFITS

Each Unit Member shall be eligible to participate in the University-wide Fringe Benefit Program such as Retirement and Long Term Disability Insurance, Group Life/Accidental Death and Dismemberment Insurance, Optional Group Life Insurance, Group Medical Insurance, and Group Dental Insurance and as such will be provided with the coverage and University contributions associated with such participation.

4.4.1 Employee Scholarship Program

4.4.1.1 All Unit Members shall be eligible for the Employee Scholarship Program.

4.4.1.2 All retired Unit Members who have met the normal retirement regulations also are eligible.

4.4.1.3 Participants must be admitted students of the University and must have met all normal academic requirements for the courses taken.

4.4.1.4 The Employee Scholarship Program is not available to Unit Members on leave of absence without pay.

4.4.1.5 The granting of scholarships is subject to openings in the specific classes in which the Unit Member intends to enroll.

- 4.4.1.6 The Employee Scholarship Program applies only to academic credit courses being offered at any unit of the University of Nebraska. These courses may be taken for credit or audit.
- 4.4.1.7 The University of Nebraska Scholarship Program shall allow tuition equal to the University's residency-tuition-charge-per-semester credit hour.
- 4.4.1.8 Unit Members whose applications have been approved pay all normal admission and matriculation fees with the exception of UPFF fees. Unit Members shall also pay all usual course-related costs such as books and supplies.
- 4.4.1.9 The Employee Scholarship Program is limited to no more than fifteen (15) credit hours in any 12-month period (August - July) and is normally restricted to no more than six (6) credit hours per semester.
- 4.4.1.10 Unit Members eligible for scholarship plans through other programs are expected to avail themselves of these programs prior to applying for the University of Nebraska Employee Scholarship Program. If the Unit Member's costs are not entirely covered by the other programs, the University of Nebraska Employee Scholarship Program shall allow for the difference up to the maximum established herein.
- 4.4.1.11 Unit Members will be billed for their tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.

4.4.2 DEPENDENT SCHOLARSHIP PROGRAM

Unit Members may elect to allocate all or part of their employee scholarship benefit to their spouse or to their dependent children. The following parameters shall apply to the dependent scholarship program.

- 4.4.2.1 Spouse and Dependent Children will be defined as follows:
 - Spouse:* Unit Member's husband or wife, as recognized under the laws of the State of Nebraska, including the husband or wife of a deceased Unit Member, but not a divorced spouse.
 - Dependent Child:* Any naturally born child, legally adopted child, stepchild or ward of an employee who (i) is unmarried and under 24 years of age, and (ii) is chiefly dependent on the employee for financial support (claimed as a dependent for tax purposes).
- 4.4.2.2 Dependent Children will be required to be full-time students of the University of Nebraska.
- 4.4.2.3 The Dependent Scholarship Program is only available to spouses and dependent children **who can be claimed/qualify as dependents under the provisions of the U.S. Internal Revenue Service**, and who are admitted students of a University of Nebraska campus and who have met all normal academic requirements for the course(s) taken.
- 4.4.2.4 The granting of the Dependent Scholarship Program is subject to openings in the specific classes in which the dependent(s) intend to enroll.
- 4.4.2.5 Dependent Scholarship Program will be allowed for undergraduate academic credit courses at any campus of the University of Nebraska. These courses may be taken for credit or audit.

- 4.4.2.6 The Dependent Scholarship Program shall allow tuition equal to the University's residency-tuition charge per-semester-credit hour at the campus of attendance, subject to the limitations listed below.
- 4.4.2.7 Dependents whose applications have been approved pay all normal admission and matriculation fees to include UPFF fees and all usual course-related costs such as books and supplies.
- 4.4.2.8 The maximum total number of credit hours that may be transferred by a Unit Member to one or more dependents will be the equivalent of fifteen (15) semester credit hours in any academic (fall, spring, and summer) year and is restricted to no more than nine (9) credit hours per semester.
- 4.4.2.9 Dependents who have been awarded scholarships through other programs are expected to avail themselves of those programs prior to applying for the University of Nebraska Employee Scholarship Program. If the dependent's costs are not entirely covered by the other programs, the University of Nebraska Employee Scholarship Program shall allow for the difference up to the maximum established herein.
- 4.4.2.10 Unit Members will be billed for their dependent's tuition if they resign from University employment and the effective date of resignation occurs during the first thirty (30) days after classes have commenced.
- 4.4.2.11 Retention of Previous Employee-Spouse Scholarship Program:

The Board also agrees to continue and to make available to Unit Members, the program of Employee-Spouse scholarships that was in effect on June 30, 1983.

4.4.2 Non-Academic Facilities and Services:

To the extent such facilities are available, the Board agrees to continue to make available to Unit Members, on the same basis as for all other full-time University employees, access and/or admission to University non-academic facilities, services, intercollegiate athletic events, and fine arts programs under the same policies that were in effect on June 30, 1983. Retired faculty shall have the same right to University non-academic facilities and services as Unit Members.

4.4.3 Board's Right to Modify Premiums, Fees, and Charges:

After appropriate notification and consultation, the Board or its designee shall have the right to modify plan design, coverage, premiums, fees, and charges to Unit Members for any and all programs provided under this Article, so long as such modifications are extended to the Unit Members on the same basis as to all other University full-time employees. For purposes of this section, "appropriate notification and consultation" shall require a "Meet and Confer" meeting between representatives of the Board and the UNO AAUP as provided for in section 5.2 prior to the Board's announcement to Unit Members regarding any changes in plan design, coverage, premiums, fees, or charges in the University-wide Fringe Benefit Program.

4.4.4 Liability Protection:

As provided in state statute Unit Members are insured against liability or suits growing out of their duties related to employment at the University. Such insurance shall

include coverage against libel and slander. Liability coverage shall be in an amount of no less than \$1,000,000 per person per incident.

4.4.5 Employee Assistance Program:

If an Employee Assistance Program is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time permanent personnel.

4.4.6 Voluntary Tenure Settlement Program:

If a Voluntary Settlement Program, or other comparable program is established by the University during the term of the Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel. This Section shall not be interpreted to preclude or require individual separation agreements.

4.4.7 Voluntary Phased Retirement Appointment Program:

If a Voluntary Retirement Appointment Program or comparable program is established by the University during the term of this Agreement, Unit Members shall be covered by the provisions of the Program under the same terms and conditions as other full-time personnel. This Section shall not be interpreted to preclude or require individual separation agreements. The Unit status of a participant in such a program or such individual agreement shall be deemed to be a continuing Unit Member represented by the UNO/AAUP.

ARTICLE 5

CONTRACT MANAGEMENT/RELATED PROVISIONS

5.1 RATIFICATION AND RENEGOTIATION

This Agreement shall go into effect on July 1, 2023 and shall remain in full force and effect to and including June 30, 2025. The agreement shall automatically renew itself from year to year thereafter, incorporating terms and conditions enumerated herein, until such time as a new Agreement is ratified by the Board and the membership of UNO AAUP. Either the UNO AAUP or the Board may give written notice to the other Party no later than September 1, 2024. Upon receipt of such notice, the Parties shall meet at a time and place mutually agreed upon, but in no case later than September 11, 2024. The expiration of this Agreement shall not affect grievances or other matters initiated under its terms, even though they are not completed prior to the expiration of the Agreement.

5.2 MEET AND CONFER

Subject to the other Sections of this Agreement, representatives of the Board and the UNO AAUP shall confer at such times as may be mutually agreeable to both Parties to discuss the administration of this Agreement and/or problems of mutual concern. These meetings shall be held in Omaha, Nebraska, at monthly intervals. Unless otherwise agreed upon, a mutually acceptable written agenda shall be established at least five (5) days prior to each meeting.

5.3 PRINTING OF THE AGREEMENT

The Board and the UNO AAUP agree to share equally the cost of printing this Agreement, which will be printed by a mutually acceptable agent. The Board shall distribute one (1) copy to each Unit Member and one (1) copy to each new Unit Member. The Board and the UNO AAUP shall each have fifty (50) copies for their respective use.

5.4 MINIMUM TERMS

Terms less favorable than those contained in this agreement shall not be accepted by any Unit Member unless UNO AAUP and that Unit Member both agree to these terms.

5.5 INTEREST SUCCESSION

The terms and conditions of this Agreement are binding upon all Parties and their successors.

5.6 UNO AAUP OPERATIONS

5.6.1 Information:

Unless such information is requested less frequently, the Office of the Senior Vice Chancellor for Academic and Student Affairs will provide to the President and the Treasurer of the UNO AAUP by the fifteenth day of each month the two following lists:

5.6.1.1 Roster of Actively Employed Unit Members:

This will contain, for each Unit Member currently subject to this Agreement, the following data:

Name
Academic Rank
Years in Rank
Primary Appointment Job Title
Primary Appointment Salary
Primary Appointment Department or School
Primary Appointment Type
Effective Date of Current Primary Appointment
Expiration Date of Current Primary Appointment
Current Auxiliary Appointment(s) Job Title(s)
Current Auxiliary Appointment(s) Departments or Schools
Current Auxiliary Appointment(s) Full-time Equivalency(ies)
Current Auxiliary Appointment(s) Salary(ies)
Sex
EEO Racial/Ethnic Categories

5.6.1.2 Recall Roster:

This will contain, for each person with recall rights as provided for in Section 3.6.2.4, the following data:

Name/Date of Termination
Type of Appointment at Termination/Salary at Termination
Academic Rank at Termination and Years in Rank
Job Title at Termination
Department or School at Termination
EEO Racial/Ethnic Categories/Sex
Years of Service at UNO

5.6.1.3 Other Information:

The Administration shall supply the UNO AAUP with a copy of the executive summary of the annual budget request when it is distributed to the Board. In addition, the Administration shall provide the UNO AAUP with the final budget request document when it is provided to the Statehouse. The Administration shall provide the UNO AAUP with a complete set of the annual operating budget documents and a copy of the Audited Financial Statement at the time these are distributed to the Board.

The UNO AAUP chief negotiator will be provided a copy of the salary roster of actively employed Unit Members as soon as it is available in September of even-numbered years, as well as a copy of each regular monthly salary roster from September to December of even-numbered years. In addition, this individual will be provided a list of all Unit Members who were promoted in the previous two years and the ranks to which they were promoted. This information is made available to the UNO AAUP chief negotiator to facilitate the timely preparation of UNO AAUP contract proposals in contract negotiation years.

5.6.1.4 Summary, Benefits Enrollment Data:

On a quarterly basis the Administration will provide a summary of the enrollment of Unit Members in the fringe benefit programs enumerated in Section 4.4.

5.6.1.5 UNO AAUP Pays the Cost of Providing Information in Computerized Form:

The UNO AAUP will reimburse the University the actual cost of providing it information in computerized form.

5.6.2 Contract Administration Time:

The Administration shall permit the UNO AAUP to purchase up to fifteen credit hours of instruction per semester from instructional units. The purchased instructional time shall be utilized to enable officers and representatives of the UNO AAUP to be released from assigned duties for contract-related activities. Affected instructional units shall be compensated at the rate of up to \$3,000 plus FICA (currently 7.65 percent) for each three semester-hours in 2023-2024, and up to \$3,000 plus FICA (currently 7.65 percent) for each three semester-hours in 2024-2025. No more than one UNO AAUP officer or representative shall be released from more than one course of assigned instructional duties per semester or for more than two consecutive academic years under this provision. No UNO AAUP officer or representative shall be released from more than two courses (6 semester-hours) of assigned instructional duties per semester or for more than two consecutive academic years under this provision.

5.6.3 UNO AAUP, University Services:

The Board agrees that the UNO AAUP shall have the right to the following campus services and facilities:

- (1) Listing of the off-campus telephone number of the UNO AAUP in campus and city directories, and the telephone numbers of the UNO AAUP President and Grievance Officer in the campus directory.
- (2) Use of facilities and services of the Milo Bail Student Center on the same basis as the Faculty Senate. This shall not preclude the use of meeting rooms outside the Milo Bail Student Center when scheduled through appropriate procedures.
- (3) Use of campus mail service within existing University policy, provided that items to be distributed are addressed to individuals or departments and are identified as originating with the UNO AAUP.

5.6.4 Dues Deduction:

- a. The Board, or its designee, agrees to deduct UNO AAUP membership dues from the pay of those faculty members who are in the bargaining unit and who individually and voluntarily make such a written request provided that at least one hundred (100) unit members request such dues deduction by rendering and filing a duly signed Check-Off Authorization Form. The amount of such deduction shall be established by the UNO AAUP and shall be certified in writing by the Treasurer of the UNO AAUP to the Administration.

- b. Unless otherwise mutually agreed upon by the parties, the procedure for payroll dues deduction shall be as follows:
 - (1) Provided UNO AAUP Authorization Forms are received by the Administration by the 12th calendar day of the month, deductions shall be effective that month. In the case of Authorization Forms received by the Administration after the 12th calendar day, deductions shall be effective the following month.
 - (2) The dues deducted shall normally be remitted by the Administration to the Treasurer of the UNO AAUP within fourteen (14) days following the end of each pay period. Accompanying each remittance shall be a list of the Unit Members from whose salaries such deductions were made, and amounts deducted. The Treasurer of the UNO AAUP will be notified immediately and in writing in the event the Administration is unable to meet the 14-day notification period. In no event shall the time period for remittance of dues deductions be more than 30 days.
- c. The Administration shall not be responsible for making any deductions for dues if a Unit Member's pay within any pay period after deductions for withholding tax, Social Security, retirement, health insurance, and other mandatory deductions required by law or Board Policy, is less than the amount of authorized UNO AAUP dues deductions. In such an event it will be the responsibility of the UNO AAUP to collect its dues for that pay period from the Unit Member.
- d. The Administration's responsibility for deducting dues from a Unit Member's salary shall terminate automatically upon either: (1) thirty (30) days written notice from the Unit Member to the Board, revoking that Unit Member's prior Check-Off Authorization Form; or (2) cessation of the authorizing Unit Member's employment; or (3) the transfer or promotion of the authorizing Unit Member out of the Bargaining Unit; or (4) the legally effective decertification of the UNO AAUP; or (5) the expiration of this Agreement, provided ninety (90) days notice of cessation of dues deduction is given to the UNO AAUP by the Administration.
- e. The UNO AAUP shall indemnify, defend, and hold harmless the Board and its employees from any and all liability, costs and expenses (including attorney's fees) arising as a result of the deduction of UNO AAUP dues or any other action taken or omitted by the Board or its employees in complying with this Section. The UNO AAUP assumes full and sole responsibility for all monies deducted pursuant to this Section upon remittance to the UNO AAUP Treasurer, and, after verification, the UNO AAUP shall promptly refund to the Administration any funds received pursuant to this Section which are in excess of the amount of dues which the Board has agreed to deduct.
- f. The Board will not deduct from the pay of any Unit Member any sum for remittance to the UNO AAUP other than authorized membership dues as described in this Agreement.

5.7

GRIEVANCE PROCEDURES

Both the UNO AAUP and the Administration agree that all disputes should be resolved whenever possible before the filing of a grievance, and the Parties further encourage open communication between Administrators and Unit Members so that resort to the formal grievance procedure will not normally be necessary. The aforementioned parties also encourage the informal resolution of disputes whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate methods of conflict resolution. The purpose of the grievance procedure is to provide a prompt and efficient means for the investigation and resolution of grievances. The grievance procedure hereinafter set forth shall be the sole and exclusive method for resolving the grievance(s) of Unit Members, or of the UNO AAUP, concerning the administration of this agreement.

5.7.1

Definitions:

- a. "Grievance" shall mean a dispute concerning the interpretation and/or application and/or alleged violation of a specific term or provision of this Agreement and filed in accordance with the terms of this section. A dispute between a Unit Member and the UNO AAUP shall not be considered a grievance. No grievance shall be combined with another unless all parties agree in writing.
- b. "Grievant" shall designate a Unit Member or group of Unit Members or the UNO AAUP when they have filed a grievance in accordance with the terms of this section.

5.7.2

Informal Procedures:

Prior to the filing of a formal grievance hereunder, any Unit Member may present his/her dispute to the appropriate Administrator with or without a UNO AAUP representative present. Similarly, representatives of the UNO AAUP may informally present and discuss a dispute on behalf of any Unit Member, or group of Unit Members, with the appropriate Administrator. Any settlement, withdrawal, or disposition satisfactory to the complainant at this informal stage shall not constitute a binding precedent in the disposition of other similar disputes.

5.7.3

Effect of Resort to Other Procedures:

5.7.3.1

Resort to Procedures External to the University

If, prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum external to the University, whether administrative or judicial (unless official deadlines relating to such administrative or judicial procedures require such earlier filing to protect the individual's rights), the Board shall be free from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure.

5.7.3.2 Resort to Procedures Internal to the University

If, prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance procedure is in progress, the grievant seeks resolution of the dispute in any other forum internal to the University, the Board shall be free from the obligation to entertain or proceed further with resolution of the dispute pursuant to this grievance procedure.

A decision rendered at Step One, Step Two, or Step Three of this grievance procedure shall preclude the consideration of the dispute or complaint under any other forum or process internal to the University.

5.7.4 Representation:

The UNO AAUP shall have the right to represent any Unit Member in grievances filed hereunder, provided that Unit Members may represent themselves or be represented by legal counsel at their own expense. If a Unit Member elects not to seek representation by the UNO AAUP, the UNO AAUP shall have no involvement in the grievance; however, the appropriate Administrator shall inform the UNO AAUP in writing of the grievance and its disposition. If the UNO AAUP does not represent the Unit Member, the disposition of the grievance shall not constitute a binding precedent in the disposition of other similar grievances.

5.7.5 Procedure and Time Limits: Initiation:

A Unit Member or group of Unit Members or the UNO AAUP may initiate a grievance by serving signed written notice to the appropriate Administrator and the Senior Vice Chancellor for Academic and Student Affairs on the standardized forms which are appended to this Agreement. Such notice shall concisely state the facts upon which the grievance is based, the provision(s) of the agreement which has been violated, and shall specify the relief and remedy sought. Notice shall be filed within sixty (60) days following the act or omission which gave rise to the grievance or the date on which the grievant knew or reasonably should have known of such act or omission if the date is later.

If the grievance is against the Senior Vice Chancellor for Academic and Student Affairs, the grievance shall be initiated with the Chancellor.

5.7.6 Step One: Procedures and Time Limits:

Upon receipt of the written grievance, the Senior Vice Chancellor for Academic and Student Affairs or his/her designee shall promptly arrange a meeting to discuss the grievance with the grievant(s), the UNO AAUP grievance officer, if the UNO AAUP is representing the grievant, and such other persons as he/she deems appropriate. This discussion will be completed within twenty-eight (28) days after the required initiation notice is filed. If the grievance is remedied at this step to the satisfaction of the grievant(s), the UNO AAUP grievance officer, and the Senior Vice Chancellor for Academic and Student Affairs or his/her designee, the remedy will be put in writing and signed by both parties and a copy provided to each signatory. If there is no remedy, the Senior Vice Chancellor for Academic and Student Affairs shall provide in writing the specific reasons for denial of the grievance to the grievant(s) and the UNO AAUP within twenty-eight (28) days following the Step One meeting.

5.7.7

Step Two:

The grievant and/or the UNO AAUP may request the Chancellor or designee to review the decision rendered at Step One. This request shall be in writing and set forth the objections to the Step One decision within twenty-eight (28) days of the filing date of the Step One response. Within fourteen (14) days, the Chancellor or designee shall inform the grievant and the UNO AAUP grievance officer in writing of the outcome of the review of the Step One decision. The UNO AAUP will not initiate a Step Two proceeding unless it was involved at Step One.

5.7.8

Step Three:

- a. Within twenty-eight (28) days of receipt of the decision in Step Two, the grievant and/or the UNO AAUP may appeal said decision to the Board or its designee, which shall utilize the services of a hearing officer for the purpose of hearing the case and making a recommendation. The grievant(s) and/or the UNO AAUP shall notify the Chancellor of its decision to submit the grievance to the Board. The UNO AAUP will not initiate a Step Three proceeding unless it was involved at Step Two.
- b. The Hearing Officer's scope of review shall be to determine if terms of this Agreement have been violated. The Hearing Officer shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any Agreements made supplementary hereto.
- c. The Hearing Officer shall be selected through a process by which the Board or its designee and the AAUP or the grievant if the AAUP has not been involved in the grievance will strike names from a list of seven (7) Hearing Officers developed and mutually agreed upon by both parties by October 1 of the first year of each biennial Collective Bargaining Agreement. All recommendations of the Hearing Officer shall be submitted to the Board or its designee. Upon receipt of the recommendation, the Board or its designee shall issue a written decision stating the reasons therefore within thirty (30) calendar days.
- d. The cost of the hearing shall be shared equally by the Board and the grievant or UNO AAUP, if the UNO AAUP is representing the grievant. Such costs shall be limited to the Hearing Officer's fees and expenses, and other costs directly related to the hearing.

5.7.9

Resolutions of Grievances Cannot Violate the Agreement:

No resolution of a grievance shall be in any way inconsistent with the terms of this Agreement.

5.7.10

Appearance of a Unit Member(s) in the Grievance Procedure:

When a Unit Member(s) participates in a grievance conference, meeting, or hearing, the Unit Member(s)'s salary and fringe benefits shall neither be reduced nor increased for time spent in those activities.

5.7.11 Notification:

All grievances, requests for review, notices, and decisions may be transmitted by electronic, or certified mail (postage prepaid and return receipt requested). In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of posting, or delivery of electronic mail shall be determinative. In the event that an action falls due on a Saturday, Sunday or holiday, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day. If the Administration decides that a grievance has not been filed in the times specified herein, the grievant and the UNO AAUP shall be notified in writing of that decision within seven (7) days. Notwithstanding Section 5.7.4., any transmission by electronic mail shall be sent to any involved Unit Member's University email account; the UNO AAUP Grievance Officer's University email account; and the UNO AAUP President's University email account.

5.8 SEPARABILITY

In the event that any provision of this Agreement, or any part thereof, is for any reason found by a court of competent jurisdiction to be in violation of State or Federal Constitutions, statutes, or regulations, the remainder of this Agreement, and each other provision or part thereof, shall remain in full force and effect.

5.9 MANAGEMENT RIGHTS

Except as provided in this Agreement, the Board reserves unto itself all of the rights, powers, authority, discretion and prerogatives vested in it under the laws and the constitution of the State of Nebraska, whether exercised or not, and nothing herein shall be construed in any manner as constituting a delegation or waiver of any such rights, power, authority, discretion or prerogatives as are lawfully vested in the Board or its designee.

5.10 NO STRIKE, NO LOCKOUT

The Board and the UNO AAUP agree that neither the Board nor the UNO AAUP nor any employee in the Bargaining Unit will hinder, delay, limit or suspend the continuity or efficiency of any University service by strike, slowdown, lockout, or other work stoppage; coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, lockout, or other work stoppage; or aid or assist any such strike, slowdown, lockout, or other work stoppage by giving direction or guidance in the conduct of any such strike, slowdown, lockout, or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of strike, unemployment or other benefits to those participating therein.

5.11 NO WAIVER

The UNO AAUP does not waive its rights to negotiate in a subsequent contract matters discussed in negotiations which led to this Agreement and which are not specifically included in this Agreement.

Attachment A

ADMINISTRATIVE LEAVE OF ABSENCE

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 any conduct 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, (e) research misconduct, (f) the misappropriation of institutional or grant funds or monies, or (g) other similarly egregious acts.

1.1 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 referenced in Section 4.16 of the Board of Regents Bylaws 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.

1.2 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.

1.3 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.

1.3.1 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.

1.4 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 (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.

Attachment B

Parental Leave Policies

The following Parental Leave Policies are intended to establish and clarify the leaves available to University faculty and staff in cases of pregnancy, childbirth, and adoption. The general purpose of these policies is to allow employees to balance their work and family life while preserving the legitimate interests of the University as an employer and the public served by the institution. Supervisors are expected to work cooperatively and supportively with employees in the arrangement of leave under these policies.

Medical Maternity Leave

Under University policy, and as required by federal law, the time during which an employee or faculty member is unable to work because of a medical disability caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery there from will be covered by the provisions of the University's sick leave policy or by the provisions of the University's disability leave program depending on the category and associated leave eligibility of the affected faculty or staff member. Faculty and staff are therefore eligible for paid leave for such absences under the provisions of the applicable leave policy.

There shall be no stipulated medical maternity leave requirement either before or after childbirth. Leave requirements will vary depending upon each employee's individual circumstances; the advice of an attending physician or other licensed health care provider will normally determine the appropriate length of a leave. An eight-week total leave period for pre-partum and post-partum care and recovery, during which time the employee will be excused from all duties, will be considered normal; however, more or less leave time may be taken based upon individual health circumstances.

In order to assure continuity of instruction for students, a female faculty member will normally be excused from instructional duties during the semester or other instructional period that the medical maternity leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of medical maternity leave.

Paternal Leave to Provide Care/Assistance to Mother and/or Child

For those male employees who wish to take leave upon the birth of a child because the health of the employee's spouse or child requires the employee's presence or because such presence would be beneficial to the employee's spouse or child, up to five days paid leave may be taken chargeable to either sick leave or disability leave depending on the employee's appointment category.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of such paternal leave.

Adoption Leave

While medical maternity leave is traditionally based upon, and is a response to, the birth mother's need to recover from the disability associated with pregnancy and birth, there is no medical disability associated with adoption. That is, since there is no impact to father or mother in the form of disability in the case of adoption; neither parent needs more recovery or preparation time than the other. Therefore, the paid leave granted to adoptive parents must be gender neutral. To do otherwise, places the University at risk of violating gender discrimination laws. This Adoption Leave Policy is a gender neutral policy designed to meet the requirements of Neb. Rev. Stat, Section 48-234, and is also designed to meet instances involving single parent adoption, whether that parent be male or female.

Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is the primary care giver for the adopted child, may take up to eight weeks paid leave to provide care and assistance to the child chargeable to either sick leave or disability leave depending on the employee's appointment category. Upon commencement of the parent-child relationship by adoption of a child, a newly adoptive parent, who is not the primary care giver for the adopted child, may take up to five days paid leave to provide assistance in the care of the child chargeable to either sick leave or disability leave depending on the employee's appointment category. For the purposes of this section, commencement of the parent-child relationship means the earlier of when the child is placed in the physical custody of the employee for the purposes of adoption or when the parent departs his or her home for the purposes of obtaining such physical custody of the child. Notwithstanding the foregoing, adoption leave shall not be available if the child being adopted is a special needs child over eighteen years of age, a child who is over eight years of age and is not a special needs child, a step child being adopted by his or her step parent, a foster child being adopted by his or her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for the adoption of the child by person with whom the voluntary placement was made.

In order to assure continuity of instruction for students, a primary care giver adoptive parent with instructional duties will normally be excused from such duties during the semester or other instructional period that the adoption leave, or a majority of said leave, occurs.

The provisions of Section 3.4.3.3 of the *Bylaws of the Board of Regents* permitting an employee's paid leave to be reduced by the amount required to compensate a substitute shall not be exercised in cases of adoption leave.

Family/Medical Leave Act/Policy Coordination

Under the federal Family and Medical Leave Act (FMLA), and related University policy, eligible faculty and staff have a right to take up to twelve weeks leave for certain qualifying events, including the birth of an employee's child or the placement of a child through adoption and care of the child upon birth

or placement through adoption. Any parental leaves taken pursuant to the foregoing parental leave policies are, by definition, related to qualifying events under the FMLA and will therefore be considered part of the twelve-week FMLA leave period. Specific rights and responsibilities of employees under the FMLA are addressed in the University of Nebraska Family/Medical Leaves of Absence Policy.

Leave Request/Approval Procedures In order to assure uniform and consistent administration of this policy, the specific terms of each parental leave will be subject to review and approval through a process to be established on each campus and set forth in a written policy statement approved by the campus Chancellor and the Associate Vice President for Business and Finance and Director of Human Resources.

Reference: BRUN, Minutes, 62, p. 47 (June 20, 1998) BRUN, Minutes, 63, p. 80 (September 29, 2000).

Attachment C

UNIVERSITY OF NEBRASKA POLICY ON OWNERSHIP OF INTELLECTUAL PROPERTY

Introduction

Central to the University of Nebraska’s mission is the creation, preservation, and dissemination of knowledge.

The University of Nebraska is committed to providing an environment that supports the research, teaching, and service activities of its faculty, students, and staff. As a matter of principle and practice, the University encourages all members of the University community to publish their articles, books, and other forms of scholarly communication in order to share openly and fully their findings and knowledge with colleagues and the public. This Policy is intended to promote and encourage excellence and innovation in scholarly research and teaching by identifying and protecting the rights of the University, its faculty, staff, and students.

Patent and copyright ownership and their associated rights are concepts that are defined by federal law. This Policy and the University’s patent policies are structured within the context of those federal laws. The University’s patent policies have been in operation within the University for many years and are hereby incorporated into this Policy.

The long standing academic tradition that faculty own the copyright to academic, scholarly and educational works resulting from their research, teaching, and writing is the foundation of the copyright policy described in this document. Exceptions to this rule may result from contractual obligations, from employment obligations, from certain uses of University facilities, or by agreement governing access to certain University resources. This Policy is intended to clarify many of these situations.

As used in this Policy, “University” shall refer to the University of Nebraska or one of its campuses and shall include any organization of the University whose primary purpose is to facilitate technology transfer and commercialization of the University’s Intellectual Property. “Intellectual Property” shall include, but is not limited to patentable inventions, mask works, tangible research property, trademarks, and copyrightable works, including software.

This Policy is included in the terms of employment of all University employees. Admission as a student at the University constitutes an agreement to abide by the terms of this Policy.

1.0 General Policy Statement

The prompt and open dissemination of the results of research undertaken at the University of Nebraska and the free exchange of information among scholars are essential to the fulfillment of the University's obligations as an institution committed to excellence in research, education, and service. Matters of ownership, distribution, and commercial development nonetheless arise in the context of technology transfer, which is also an important aspect of the University's commitment to public service. The University of Nebraska as a public institution has a responsibility to recognize the State’s contribution of tax support for research and creative

activity by devoting an appropriate share of the products of that research to the further benefit of the University as a whole. The University must also recognize the intellectual contribution of Authors and Inventors, the need to provide incentives for enhanced intellectual activity, and the role such incentives play in recruiting and retaining creative individuals at the University.

“Author(s)” and/or “Inventor(s)” are defined herein as faculty, staff, and other persons employed by the University of Nebraska, whether full or part-time; visiting faculty and researchers; and any other persons, including students, who create or discover Intellectual Property using University resources, as those terms are subsequently defined.

2.0 Early Disclosure and Incentives for Creative Effort; Use of the University’s Name

2.1 *Early disclosure and incentives to create*

This Policy is a framework to provide guidance in understanding the relationship between the University and those persons engaged in creative efforts at the University. In some instances, the result of the creative effort will be the property of the University, while in others some or all of these rights of ownership shall belong to the Author or Inventor. Where ownership rests with the University, the University will seek to recognize and provide incentives for those persons who make significant contributions to the University’s mission.

In some instances it may be difficult to foresee with certainty whether Intellectual Property created in a particular context is the property of the University or the employee. **In such instances, the employee is encouraged to disclose in writing the nature of any creative endeavor that has potential commercial applications as soon as possible to the employee’s immediate administrative supervisor. This disclosure will provide an opportunity to discuss incentives, seek any necessary interpretation of this Policy, and secure the University’s support for the creative endeavor.**

2.2 *Use of University’s name*

The University has an interest in how its name is used and an interest in protecting the value of that name. Individual Authors or Inventors cannot alone decide whether a project should be associated with the University’s name. An employee of the University may identify his or her affiliation with the University, but without prior written approval, may not otherwise suggest the University’s participation or endorsement of the conclusions of any study or research. Similarly, the University’s name may not be used, without prior written permission, in association with the sale or commercialization of the products of research by University employees. **Again, early written disclosure will facilitate agreement between interested parties.**

3.0 Ownership of Intellectual Property; General Provisions

3.1 *Applicable to all technologies and media*

The issue of ownership of Intellectual Property resulting from activities of University employees arises in a number of different contexts involving a variety of creative works. Increasingly, University employees utilize new technologies and media to create new inventions, to improve the educational process, and to enhance the delivery and exchange of information. This Policy is intended to apply to all creative works, except patentable subject matter, regardless of the media in which they are distributed or the nature of their technological manifestation, now known or later developed.

3.2 *Patent policies not affected*

Notwithstanding anything otherwise stated in this Policy, ownership of patents shall be determined in accordance with University patent policies in Section 3.10 of the *Bylaws of the Board of Regents of the University of Nebraska* and Regents Policy 4.4.2, or as those patent policies may from time to time be amended.

It is essential, however, that Authors and/or Inventors understand that early publication of their patentable research results without notification to the University can compromise the University's patent rights in the research, and by implication, the Authors' and/or Inventors' royalty interest therein. Therefore, if an Author or Inventor wishes to publish research results which involve patentable subject matter, the Author or Inventor should first submit a patent disclosure to the University patent administrator and also disclose the existence of the pending publication so as to allow for the appropriate filings to preserve the University's patent rights.

3.3 **Residual Authors' or Inventors' rights**

Notwithstanding the University's ownership of any particular Intellectual Property, the University shall not engage in any activity which unreasonably interferes with an Author's or Inventor's ability to continue the creative process. Therefore, except in such instances where the University can show that its interests will be significantly compromised, an Author or Inventor, while still in the employ of the University, shall be permitted to make revisions to and develop new works based upon the original creation. Except to the extent that an Author or Inventor may have a right to receive income based upon royalties or other fees generated from a work, this Policy provides no portability of other rights to University-owned Intellectual Property should the employment relationship between the University and the Author or Inventor terminate. However, in many cases it may prove possible for the University to grant a royalty-free license or an appropriate royalty-bearing license to the Author or Inventor to continue to use the techniques or other aspects of a creative work, even when the Author or Inventor is no longer employed by the University.

Comment

When a faculty member leaves the employment of the University, the University will continue to honor the terms of any agreement it has with the faculty member regarding University-owned Intellectual Property. For example, the University may agree to pay a faculty member a royalty for the development of a University-owned distance-learning program. If the faculty member leaves, the University will continue to pay in accordance with the agreement with the faculty member. The faculty member may not, however, take other rights of ownership in the Intellectual Property, unless it is agreed to by separate written license agreement between the faculty member and the University.

3.4 ***Classification of creative works***

The ownership of Intellectual Property created by a University employee is determined by the nature of the activity resulting in the Intellectual Property. Under this Policy, Intellectual Property not governed by Section 3.b (Patent Policy) is classified as either:

- (a) an Independent Work governed by Section 4.
- (b) a University Supported Work governed by Section 5.
- (c) an Institutional Work governed by Section 6. or
- (d) a Contractual Work governed by Section 7.

The ownership of Intellectual Property produced by non-employees, including students, arising out of activities associated with the University is governed by Sections 8 and 9 of this Policy.

Comment

The intent of this section is to categorize all works which may contain Intellectual Property rights into one of the listed categories and to allocate the Intellectual Property rights accordingly. Thus any work must be in only one category. It should be understood that the determination of whether a work is an Independent Work, a University Supported Work, or an Institutional Work depends on the context in which the work is created. Any of these works may be transformed into a Contractual Work by an agreement between the University and the Author or Inventor.

4.0 **Independent Works**

4.1 ***Independent Works Defined; Ownership***

An Independent Work is a work that is not:

- (a) a University Supported Work, pursuant to Section 5.0;
- (b) an Institutional Work, pursuant to Section 6.0; or
- (c) a Contractual Work, pursuant to Section 7.0.

A University employee as the Author or Inventor of an Independent Work owns the Intellectual Property rights in that work.

Comment

It is the policy of the University of Nebraska that faculty shall own all rights to materials prepared and developed at their own initiative, without the use of any University resources, and not pursuant to an approved agreement. The University does not claim ownership of books, articles and other scholarly publications, or to popular novels, poems, musical compositions, or other works of artistic imagination that are created by the personal effort of faculty, staff and students and which do not make use of University resources.

5.0 **University Supported Works**

5.1 ***University Supported Work defined***

A University Supported Work is a creative work developed in whole or in part with the customary use of University resources. "University resources" means all tangible resources provided by the University of Nebraska to Authors or Inventors, including salary, office, lab, studio space and equipment; computer hardware, software, and support; secretarial service; research, teaching, and lab assistants; supplies; utilities; funding for research and teaching activities; travel; and other funding or reimbursement.

5.2 ***Ownership of University Supported Works that do not involve use of substantial University resources***

By long-standing tradition and the contemporary need to remain competitive in recruiting and retaining a creative faculty, **the faculty own the copyright and other rights associated with Traditional Works of Scholarship.** "Traditional Works of Scholarship" are defined as works reflecting research or creativity which, within the University, are considered as evidence of professional advancement or accomplishment. Such works result from scholarly endeavors, and include instructional materials, journal articles, research bulletins, monographs, books, plays, poems, and artistic works, and do not involve substantial use of University resources as described in Section 5.c of this Policy. Accordingly, except for (1) University Supported Works involving use of substantial University resources, and (2) patents, patentable subject matter, trade secrets and commercially viable discoveries and inventions governed by the patent policies described in Section 3.2 of this Policy, the faculty member shall own the **copyright and have the right to register the same and to receive royalties or other income from a University Supported Work**, including books, films, cassettes, CDs, software, works of art, or other material. However, such ownership and rights are subject to the requirements of Section 3.11 of the *Bylaws of the Board of Regents of the University of Nebraska* prohibiting a faculty member from having a financial interest in or receiving compensation from the sale of educational materials used by students of the University, except royalties on books or other educational material from publishing houses of standing.¹ In addition, the following specific rules apply to University Supported Works for which the faculty member owns the copyright:

- (a) *Research Materials.* Materials such as lab notebooks and research files shall remain the property of the individual responsible for directing the project, except when agreements governing Contractual Works described in Section 7.0 require otherwise. However, should such an individual depart the employ of the University or otherwise terminate responsibility for directing the project, he or she shall provide the University with such copies of the research material as may be reasonable in order that the University may protect its rights in any Intellectual Property as well as that of the departing Author's or Inventor's colleagues.
- (b) *Instructional Materials.* "Instructional Materials" are other than Institutional Works, the primary use of which is for the instruction of students. Such works include textbooks, syllabi, lectures, lecture notes, and study guides. Instructional Materials developed by a faculty member in the process of delivering a course of instruction to students shall be the property of the faculty member. However, in the absence of a specific written agreement, and with the exception of books or other educational materials covered by Section 3.11 of the *Bylaws of the Board of Regents*, no royalty, rent or other consideration shall be paid to a faculty member when Instructional Materials are used at the University. Should the Author of Instructional Materials depart the employ of the University, he or she will provide the University with copies of the Instructional Materials (not including lecture notes) and shall grant the University a non-exclusive, royalty free license thereto, when it is determined by the University that such Instructional Materials are necessary to carry out the educational programs of the University. Recordings of lectures shall be the property of the faculty lecturer, unless the

1

Section 3.11 of the *Bylaws of the Board of Regents* states:

No member of the University staff shall have any financial interest in or receive any compensation from the sale of books, pamphlets, other educational material, or supplies used by students at the University, except royalties on books or other educational material from publishing houses of standing, when copyright has been secured or when otherwise provided by agreement with the University for University-sponsored education materials. Except as to those works that are University-sponsored "made for hire" educational materials, the University shall claim no right of ownership of such copyright or such royalties. It shall be the policy of the University to encourage publication of textbooks, if there is no exploitation of University students resulting therefrom.

recording is an Institutional Work or a University Supported Work Involving use of substantial University resources.

5.3 *Ownership of University Supported Works involving use of substantial University resources*

- (a) Notwithstanding Section 5.2, in circumstances in which use of substantial University resources is involved in the creation of a work, the University shall own the work, including the right to obtain a copyright and the right to royalties or other income. Circumstances involving use of substantial University resources include:
 - (1) substantial University financial, staff, or other assistance;
 - (2) extensive use of special or rare University holdings, such as museum collections;
 - (3) significant use of voice or image of students or staff in a product (other than the author or inventor), or substantial creative contribution by staff or students to the preparation of a work or product; or
 - (4) use of the name or insignia of the University or any of its units (other than for purposes of identification of individual faculty members) to identify or to promote the distribution of a work or product, or other identification or promotion that implies the approval or endorsement by the University or one of its units.

Comment

The references in subparagraph (a) to “substantial University financial staff or other assistance” and in subparagraph (b) to “special or rare University holdings, such as museum collections” mean the use of University funds, facilities, equipment, or other resources **significantly in excess of the norm for educational and research purposes in the department or unit in which the creator holds his or her primary appointment**. The University does not regard the provision of an employee’s salary, office, usual library resources, usual facilities and equipment, and office staff, or personal computers as constituting “substantial use of University resources” **unless such resources were made available specifically to support the development of a work to be owned or acquired by the University or was previously designated by the University as a substantial University resource**. The reference in subparagraph (c) to “substantial creative contribution by staff and students” means providing original ideas or new techniques that are essential to the creation of the product or significantly improve its value. For example, devising a new way to test one of the major hypotheses in a study would normally count as such a contribution, but providing ordinary research assistance or conducting standard data analysis would not.

- (b) When the responsible Dean or Director determines that any of the circumstances involving use of substantial University resources described above in subparagraph (1) of this Section 5.C obtain, the University will accord to the Author a non-exclusive, royalty free license to use the work for non-commercial purposes. Further, and in keeping with the University’s strong desire to promote creative efforts, the University will negotiate in good faith with the Author to determine the extent to which the Author should share in the rights to royalties or other “ownership” rights to such work.

Comment

The allocation of rights for University Supported Works in Section 5. is modeled after the policy of Harvard University. It attempts to distinguish between traditional works of scholarship for which faculty members

hold the copyright and those works created with substantial University involvement. Where the University is involved to a greater extent than ordinarily prevails, the University should be entitled to share in the economic returns of resulting works and to receive reimbursement for its additional costs. It is recognized that the determination of whether a particular project involved substantial university involvement may not always be clear. In such circumstances it is important that the faculty member make early disclosure to the Dean or Director and that, if an interpretation of this policy is required, the procedures adopted in Section 13.0 be initiated.

6.0 Institutional Works

6.1 *Institutional Works defined*

An Institutional Work is a work created at the specific instigation of the University and under the specific direction of the University, by a person acting within the scope of his or her University employment. Institutional Works are often referred to in copyright law as works-made-for-hire. A creative work produced on the initiative of a faculty member pursuant only to the general obligation of faculty members to engage in research or creative activity is not an Institutional Work, but may be a University Supported Work **involving use of substantial University resources** as described in Section 5.c of this Policy or a Contractual Work as defined and described in Section 7 of this Policy. However, Institutional Works may include creative works generated within a specific project initiated by the University. Institutional Works also include committee minutes, internal memoranda, business files, personnel files and other business records created in the ordinary course of the general administration of the University.

Comment

Institutional Works are works that are created at the initiative of the University. In addition to works related to the general administration of the University, such as committee reports, minutes, and business files, an Institutional Work may include more traditional creative works. For example, the products of a University initiated program in distance learning where an employee or numerous employees are assigned the specific task of creating instructional content would be Institutional Works.

6.2 *Ownership of Institutional Works*

The University owns all rights to Institutional Works. However, in keeping with the University's strong desire to promote creative efforts, the University may determine that the Author or Inventor should share in the rights to royalties and other rights in Institutional Works discussed in this Policy. **The Author or Inventor should engage in early written disclosure to the University of the potential for any valuable Intellectual Property rights associated with Institutional Works in order to facilitate agreement regarding such shared rights. Failure to do so will be an important factor in assessing whether the Author or Inventor is entitled to share in any financial returns from the work.**

7.0 Contractual Works (Sponsored Research)

Ownership of the Intellectual Property rights in creative works developed in the course of or pursuant to a sponsored research program or other contractual arrangement will be determined according to the terms of such program or contract, provided that the program or contract was approved by the University. If the program or contract does not provide for the allocation of Intellectual Property rights, such rights will be determined by the other provisions of this Policy. Notwithstanding other

provisions of this policy, the University may elect to enter into a contract with an individual employee regarding the creation of specific intellectual property.

Comment

University personnel and visitors should contact the office on their campus responsible for sponsored programs for information or assistance regarding drafting or interpretation of research contract terms. The terms of such sponsored research agreements apply not only to inventions made by faculty and staff, but also to those made by students and visitors, whether or not paid by the University, who participate in performing research supported by such agreements. **Care should be taken to assure that any contract for sponsored research is approved and signed by a University administrative officer having proper Authority to approve and sign such a contract on behalf of the University.**

Patents: Research contracts sponsored by the Federal Government are subject to statutes and regulations under which the University acquires title to inventions conceived or first reduced to practice in the performance of the research. The University's ownership is often subject to a non-exclusive license or grant of other rights to the government and the requirement that the University retain title and take effective steps to develop the practical applications of the invention by licensing and other means.

Contracts with outside research sponsors are negotiated on a case-by-case basis with ownership and other rights to the discovery of any patentable invention determined in the course of the negotiations.

Copyright: Normally, research contracts sponsored by the Federal Government provide the government with specified rights in copyrightable material developed in the performance of the research. These rights may sometimes place title to such material exclusively in the government, but more often consist of a royalty-free license to the government with title vesting in the University.

When a work is created under the terms of a sponsored research agreement, Authors of copyrightable works should be aware that there may be contractual terms relating to the form of the research report, advance notice to the sponsor before publication, and other limitations or obligations.

8.0 **Ownership of Works Produced by Non-employees**

According to federal law, copyright of commissioned works of non-employees is owned by the Author and not by the commissioning party, unless there is a written agreement to the contrary. All University personnel are cautioned to ensure that independent contractors agree in writing that ownership of commissioned work is assigned to the University, except where special circumstances apply and it is mutually agreed that the Author will retain ownership.

9.0 **Ownership of Copyrights in Theses, Dissertations and Other Student Works**

The ownership of copyrights in student works is governed as follows:

9.1 ***Theses, Dissertations and Other Student Works***

Students will own the copyrights to their theses, dissertations, and other student works; however, a student must, as a condition to a degree award, grant royalty-free non-exclusive permission to the University to store copies of such works for archival purposes and to reproduce and publicly distribute copies of his or

her thesis or dissertation within the University education and research missions; provided however, that should the student identify any legitimate proprietary interest the student may have in the work, or should the University determine that it has an ownership interest in any patentable or otherwise protectable Intellectual Property interest in the work, the University shall then delay any public access to the work for up to one year following the presentation of the work, in order for the student to consult with the University regarding the protection of the proprietary interest. Copyright ownership of theses or dissertations generated by research that is performed in whole or in part by a student with the support of a sponsor or grant shall be determined in accordance with the terms of the sponsored research or grant agreement, or in the absence of such terms, the copyright shall be owned by the University.

9.2 ***Software, Patentable Subject Matter and Non-Copyright Intellectual Property***

Software, patentable subject matter, and other Intellectual Property (other than copyright as described in Section 9.1 and Section 9.3 of the Policy) contained or disclosed in theses, dissertations and other student works shall be subject to and governed by the policies that apply to University employees.

9.3 ***Student Writings Other Than Theses or Dissertations***

Students shall own the copyrights to all student writings not commonly referred to as theses or dissertations and to other creative expressions required in the course of class assignments. The University shall retain the right to keep original examination scripts and to possess a copy or record of other student works for purposes of assigning grades, maintaining archival materials, and record keeping.

Comment

In cases where a dissertation or thesis contains patentable or otherwise protectable subject matter belonging to the University, the students and faculty involved with the project have a duty to disclose the existence of the thesis or dissertation to the University office responsible for patent matters. The students and/or faculty members should also contact the campus Dean for Graduate Studies regarding the shelving of the thesis or dissertation with the University's Library. The campus Dean can provide for the secured storage of the thesis or dissertation for up to one year so as to preserve the patent or other rights of the University in the subject matter of the thesis or dissertation.

10.0 **Intellectual Property Rights for Multiple Creating Parties**

Due to the nature of current research practices and multi-media creations, it is common for more than one individual to claim part of the recognition as Author or Inventor for a particular creation. In such instances, participating Authors or Inventors are strongly encouraged to define their respective rights to the creation in a written agreement, signed by all of the contributing parties. Misunderstandings between the contributing parties can be avoided if such agreements are entered into as early as is practicably possible. Should the co-Authors or co-Inventors fail to so agree in writing, it is presumed that any benefits to be shared by them shall be shared equally.

11.0 **Ownership of Trade and Service Marks**

Ownership of trademarks shall be governed by the provisions of this Policy. Thus, trademarks that are Independent Works will be owned by the Author; trademarks that are Institutional Works will be owned by the University; ownership of trademarks that are University Supported Works will be determined by the provisions of Section 5.0 of this Policy; and ownership of trademarks that are Contractual Works will be determined by the provisions of Section 7.0 of this Policy. Note however, that the University owns many valuable trade and service marks, most of which are registered with the appropriate state or federal agencies. Any trade or service marks derived from or based upon University-owned marks shall belong to the University.

12.0 **Assignment of Property Rights by the University**

The University may assign to the Author or Inventor any rights of ownership it may acquire pursuant to this Policy.

13.0 Resolution of Ambiguities and Policy Interpretation

Should any issue arise regarding interpretation of this Policy, for example, whether Use of Substantial University resources has occurred or will occur, the issue shall be referred to the Author's or Inventor's Dean, Director, or similarly situated administrator. After reviewing the relevant facts, such administrator shall recommend a resolution to the Vice Chancellor responsible for research, sponsored programs and technology transfer (e.g. Vice Chancellor for Research or Vice Chancellor for Academic Affairs). Any campus may establish a committee of peers to review the facts and circumstances surrounding any particular interpretation of this Policy and make recommendations to the Vice Chancellor. The Chancellor will make the final decision on all interpretations under this Policy, based on the recommendation of the Vice Chancellor. The Chancellor's decision will be final with respect to the University.

14.0 Supplemental Income from Commercial Applications

This Policy on ownership rights in no way alters the ability of an Author or Inventor to receive supplementary income from the University under any separate policy, as a result of the commercial application of Intellectual Property created by the Author or Inventor.

15.0 Review of Policy

This policy will be reviewed periodically and revised as deemed necessary to accommodate new technologies and to incorporate changes warranted by experience with its administration.

Appendix I

University of Nebraska at Omaha
GRIEVANCE FORM - AAUP BARGAINING UNIT

Filing of Grievance, Step One

Name: _____

Date: _____

College: _____

Department: _____

Telephone: _____

Address to which mailings pertaining to this grievance shall be sent:

Provision(s) of Agreement violated: Article(s) _____ Section(s) _____

Statement of grievance (include date of acts or omissions complained of):

Remedy sought

I will be represented in this grievance by: (check one)

UNO AAUP _____ Legal Counsel _____ I will represent myself _____

I understand that the Board shall be freed from the obligation to entertain or proceed further with this grievance if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding as specified in section 5.7.3 of this Agreement.

Signature of Grievant

AAUP Grievance Offer
for and on behalf of all affected
Bargaining Unit Members

Appendix II

University of Nebraska at Omaha
GRIEVANCE FORM - AAUP BARGAINING UNIT

Step Two, Request for Review of Step One Decision

Date: _____

I hereby request that the Chancellor or his/her designee review the attached decision made in connection with the attached grievance form and grievance because:

I received the decision on _____, and filed this request

for review with the Chancellor's Office on _____, by (check one) mail (certified or registered; restricted delivery; return receipt requested) _____; personal delivery _____.

Signature of Grievant

AAUP Grievance Offer
for and on behalf of all affected
Bargaining Unit Members

Appendix IV

**University of Nebraska at Omaha
Faculty Request for Disability, Parental, and/or Family Leave**

Requests for disability, parental, and/or family leave include the following steps:

- 1) Faculty member completes request form and submits the form to UNO Benefits Coordinator at unobenefits@unomaha.edu.
- 2) Benefits Coordinator consults with faculty member on leave-related questions and any necessary documentation.
- 3) Benefits Coordinator communicates leave request decision to faculty member. Information about approved leaves (i.e., leave type, start date, and duration) is also communicated to the AVC for Faculty Affairs.
- 4) AVC Faculty Affairs notifies dean and department chair/school director of leave type, start date, and duration and assists as needed with the implementation of the approved leave and implications (e.g., faculty workload, compensation, etc.).

NAME: _____ NUID: _____ DEPARTMENT: _____

Leave Type Requested

Disability Leave: For conditions where the faculty member will be absent from their assigned duties for a minimum of five working days and maximum of six (6) consecutive months. It includes accident, pregnancy or the complications of pregnancy or childbirth, exposure to contagious disease requiring quarantine, and/or other illness or disability. Must be in position for 12 consecutive months to be eligible; compensation available for up to six (6) months of approved leave. (See CBA, section 3.9.3 for more information.)

Parental Leave: Pertains to pregnancy, childbirth, and adoption. Medical maternity leave is available for up to eight (8) weeks with pay. Paternity leave is available to care for mother and/or child for up to five (5) days with pay. Adoption leave is available to the primary caregiver for up to eight (8) weeks of paid leave. (See CBA, Appendix B for more information.)

Family Leave: Family medical leave can be requested to address a serious health condition of the faculty member's child, parent, spouse, or adult designee and possibly a sibling. Family leaves are without pay and cannot exceed 12 work weeks within a 12-month period; they may be taken in conjunction with other types of leave. (See CBA, section 3.9.5 for more information.)

Anticipated leave start date: _____

Anticipated leave end date: _____

Faculty Member Signature

Date

Internal Processing and Routing Instructions¹

- 1) Following review of the leave request form and supporting documentation, HR Benefits Coordinator documents leave decision (i.e., approval/denial) and parameters using box below.
- 2) The leave request and decision to approve/deny leave is communicated to the faculty member with a cc: to the Assistant Vice Chancellor for Faculty Affairs.
- 3) For approved leaves, the AVC Faculty Affairs communicates leave information (i.e., leave type, leave start date, leave duration) to the dean and department chair and assists as needed with the implementation of the leave (e.g., advises on implications for faculty workload assignments).
- 4) Copy of approved leave request added to personnel file.

To be completed by UNO HR Benefits Coordinator:

Leave request determination: _____ Approve _____ Deny

If approved:

- Type of Leave: _____ Disability _____ Parental _____
- Start Date: _____
- Duration: _____

Date: _____

UNO HR Benefits Signature: _____

When all information is complete, forward to AVC Faculty Affairs for communication to college and department and assistance with implementing approved leave.

To be completed by Academic Affairs:

Date approved leave communicated to college and department: _____

Approved leave parameters shared with Director of Academic Budget? _____ Yes ___No

¹ Faculty Request for Disability, Parental, and/or Family Leave form drafted by Candice Batton, Assistant Vice Chancellor for Faculty Affairs, in collaboration with UNO Benefits Manager, July 2022. Finalized and approved by AAUP, November 2022.

Appendix V
University of Nebraska at Omaha
Faculty Request for Personal or Professional Leave

Requests for personal or professional leave (other than Faculty Development Fellowships¹) include the following steps:

- 1) Faculty member completes request form, then submits to Department Chair/School Director and Dean for review and approval.
- 2) Approved form is submitted to Candice Batton, AVC for Faculty Affairs (cbatton@unomaha.edu) for review and approval by Senior Vice Chancellor and Chancellor.
- 3) Following campus approvals, request is advanced to Provost for final review and approval by President.
- 4) AVC Faculty Affairs notifies dean and department chair/school director of leave decision (including leave type, start date, and duration for approved leaves) and assists as needed with the implementation of the approved leave and implications (e.g., faculty workload, compensation, etc.). Information about

NAME: _____ NUID: _____ DEPARTMENT: _____

Leave Type Requested

_____ Professional Leave without Pay: Pertains to leaves for professional development, public service, and visiting professor appointments at other institutions where visiting institution handles compensation and/or benefits. Can be for up to 12 months with the possibility of extension. University does not provide compensation or contribution to fringe benefits programs during leave period. Partial leaves may be possible. (See CBA, section 3.9.1.3 for more information.)

_____ Professional Leave with Pay: Pertains to academic leaves where some portion of compensation and benefits is provided by UNO (e.g., Intergovernmental Personnel Act (IPA) agreements). Can be for up to 12 months with the possibility of extension. (See Board of Regents By-laws, 3.4.3.1 for more information.)

_____ Faculty Assistance for Doctoral Study: Pertains to faculty pursuing doctoral study. Provides half-pay for one year of full-time doctoral study. Must have held full-time faculty appointment for six (6) consecutive years to be eligible. (See CBA, section 3.9.1.2 and Board of Regents Policies RP-4.2.2 for more information.)

_____ Personal Leave: Faculty can request personal leave without pay for up to 12 months with the possibility of extension. University does not provide compensation or contribution to fringe benefits programs during leave period. (See CBA, section 3.9.2 for more information.)

Anticipated Leave Dates

Start Date: _____ End Date: _____

A rationale for the leave request must accompany the request form and should include the leave dates requested, a brief rationale for the basis of the leave, and any other information pertinent to the leave request.

Faculty Member (Signature)

Date

¹ Faculty Development Fellowships are requested through a process coordinated by the colleges and Academic Affairs in Sept/Oct of each academic year. (See CBA, section 3.9.1.1 for more information.)

Review and Approval of Personal or Professional Leave Request

Faculty personal and professional leave requests² must be reviewed at the unit and college levels before being advanced to Academic Affairs. Following the dean's approval, route request to Assistant Vice Chancellor for Faculty Affairs, who coordinates remainder of review and approval process (i.e., Senior Vice Chancellor, Chancellor, President). Final leave determination will be sent to the faculty member with a cc to the Dean and Department Chair or School Director. Copies will also be sent to the Director of Academic Budget, UNO Benefits Coordinator, and college business manager. The leave request and final determination is also added to the personnel file.

Department Chair / School Director

- Recommendation: _____ Approve _____ Not Approve
- Signature: _____
- Date: _____

Dean

- Recommendation: _____ Approve _____ Not Approve
- Signature: _____
- Date: _____

Senior Vice Chancellor for Academic Affairs

- Recommendation: _____ Approve _____ Not Approve
- Signature: _____
- Date: _____

To be completed by AVC Faculty Affairs:

Chancellor: _____ Approve _____ Deny Date: _____

President: _____ Approve _____ Deny Date: _____

Approved Leave Information:

___ Professional Leave without Pay (e.g., visiting professor, public service appointment)

___ Professional Leave with Pay (e.g., IPA)

___ Faculty Assistance for Doctoral Study

___ Personal Leave without Pay

Start Date / End Date: _____

Duration: _ Leave FTE: _____

Faculty Notification Date: _____

² Faculty Request for Personal or Professional Leave form drafted by Candice Batton, Assistant Vice Chancellor for Faculty Affairs, in collaboration with UNO Benefits Manager, October 2022; finalized with AAUP approval, November 2022.

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

Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Elsevier Contract

RECOMMENDED ACTION: Approve contract with Elsevier for University-wide access to scholarly journals

PREVIOUS ACTION: None

EXPLANATION: Elsevier is one of the largest publishers of scholarly journals in the world. Maintaining access to Elsevier's journals is crucial for faculty and students University-wide to conduct research.

The University of Nebraska Consortium of Libraries has negotiated a new five-year contract with Elsevier. This five-year contract has a total value of \$13,807,403 which represents over \$1.4 million in savings compared to the previous contract. Additional savings will be realized by governing non-contract spend with Elsevier.

This item has been reviewed by the Business and Finance Committee.

SPONSORS: Chris J. Kabourek
Senior Vice President | CFO

RECOMMENDED:


Walter E. Carter, President
University of Nebraska

DATE: March 2, 2023

ELSEVIER SUBSCRIPTION AGREEMENT

This agreement (“Agreement”) is entered into as of 07 April 2023 by and between **The Board of Regents of the University of Nebraska**, a public body corporate, 3855 Holdrege Street, Lincoln, E 68583, USA, for and on behalf of the University of Nebraska Consortium of Libraries, 318 Love Library, Lincoln, 68588, USA (the “Subscriber”), and **Elsevier B.V.**, Radarweg 29, 1043 NX Amsterdam, The Netherlands (“Elsevier”).

The parties hereto agree as follows:

SECTION 1. SUBSCRIPTION.

1.1 *Subscribed Products.*

Elsevier hereby grants to the Subscriber the non-exclusive, non-transferable right to access and use the products and services identified in Schedule 1 (“Subscribed Products”) and provide the Subscribed Products to its Authorized Users (as defined herein) subject to the terms and conditions of this Agreement.

1.2 *Authorized Users/Sites.*

Authorized Users are the full-time and part-time students, faculty, staff and researchers of the Subscriber and individuals who are independent contractors or are employed by independent contractors of the Subscriber affiliated with the Subscriber’s locations listed on Schedule 2 (the “Sites”) and individuals while physically present within the library facilities, using devices approved by Subscriber, at the Sites is permitted by the Subscriber to access the Subscribed Products for purposes of personal research, education or other non-corporate use (“Walk-in Users”). Remote access, off-site, to the Walk-in Users is not permitted nor is the distribution of usernames/passwords, access credential or otherwise by Walk-in User permitted.

1.3 *Authorized Uses.*

Each Authorized User may:

- access, search, browse and view the Subscribed Products;
- print, download and store a reasonable portion of individual items from the Subscribed Products for the exclusive use of such Authorized User;
- incorporate links to the Subscribed Products on the Subscriber’s intranet and internet websites and in electronic coursepacks, reserves and course management systems and instructor websites, provided that the appearance of such links and/or statements accompanying such links will be changed as reasonably requested by Elsevier.

For ScienceDirect Subscribed Product:

- provide print or electronic copies of individual items from the Subscribed Products to other Authorized Users and to third-party colleagues for their scholarly or research use;
- store individual journal articles from the ScienceDirect Subscribed Products in the private library of a social networking site for the Authorized User’s own personal use only;
- share individual journal articles from the ScienceDirect Subscribed Products with third party colleagues individually for their scholarly or research use;

- share individual journal articles from the ScienceDirect Subscribed Products with a limited number of third-party colleagues as part of an invitation only working group on non-commercial platforms or tools, for personal, scholarly or research use;
- access, search, browse, view, print, make electronic copies and store for the exclusive use of such Authorized User certain journal articles and book chapters from the ScienceDirect® online service that are not subscribed to as part of the Subscribed Products, with each twenty-four (24) hour access period for a selected article or chapter, a “Transaction.”; and
- if the Authorized User is a librarian/information specialist, access, search, browse, view, print, make electronic copies and store a Transaction for the exclusive use of another Authorized User.

The Subscriber may:

- deliver journal articles from Subscribed Titles (as defined herein) and, if any, book chapters from the ScienceDirect Subscribed Products to fulfil requests as part of the practice commonly known as “interlibrary loan” from non-commercial libraries located within the United States, provided that the Subscriber’s staff reviews the requests and fulfils the requests in compliance with Section 108 of the U.S. Copyright Law (17 U.S.C. § 108) and such delivery is without commercial gain and not routinely substantively or systematically provided (whether on one occasion or over a period of time) in such a manner or in such quantities as to substitute for a subscription by the receiving library or the end user.

The Subscriber may, subject to the use restrictions set out in this Section 1.3, for academic research purposes only:

- text and data mine the ScienceDirect Subscribed Product dataset via the agreed delivery method and load and integrate the results (the “TDM Output”) on the Subscriber’s internal system for access by Authorized Users; and
- share the TDM Output externally, subject to the following notice:
 - “© Some rights reserved. This work permits academic research purposes only, distribution, and reproduction in any medium, provided the original author and source are credited.”

Upon completion of the relevant text and data mining project, Subscriber will immediately and permanently delete all copies (including back-ups or otherwise) of the ScienceDirect Subscribed Product dataset, but Subscriber may retain a copy of the TDM Output for academic research purposes subject to the terms and conditions as set out in this Agreement.

The ScienceDirect Subscribed Product dataset and any TDM Output may be accessed, processed, or hosted by, third party vendors retained by the Subscriber only with the express written permission of Elsevier and solely for the purposes as set out in this Section 1.3. Subscriber will ensure that the third-party vendor will not ingest the ScienceDirect Subscribed Product dataset for any other reasons as defined in this Agreement, will keep such ScienceDirect Subscribed Product dataset secure in accordance with the terms of this Agreement, and will have no right or ability to use the ScienceDirect Subscribed Product dataset in any other product or service offering. The Subscriber shall ensure that the third-party vendor shall immediately delete the ScienceDirect Subscribed Product dataset and TDM Output from its servers upon termination or expiration of this Agreement or, if earlier, the agreement between Subscriber and the third-party vendor.

TDM restrictions

Subscriber and its Authorized Users may not create any derivative work (including TDM Output) in a way that would compete with or have the potential to substitute and/or replicate and/or reverse engineer back to any existing Elsevier products, services and/or solutions including a substantial part thereof or otherwise commercially use or allow commercial use of the derivative work (including TDM Output).

For the Scopus Subscribed Product:

The Subscriber may:

- (i) extract and index Affiliation Data (as defined below) from the Scopus® online respecting published journal articles, abstracts, conference proceedings, technical presentations/lectures, and other research and intellectual output as published for the Sul by its affiliated authors, to load in, make publicly accessible from at no charge, and perpetuity in, the Subscriber's secure database system that Subscriber uses to collect, p and disseminate information about the intellectual output of the Subscriber's ins ("Institutional Repository"), provided that the display of any Affiliation Data will at a include (if available) the associated Digital Object Identifier ("DOI"), and (ii) incorpora in Affiliation Data to the relevant landing page in Scopus from which such Affiliation D extracted. "Affiliation Data" will be limited to the following bibliographic metadata: name, author profile number, author country of residence, author affiliation, docume document publication year, source title, volume, issue, pages, source and docume publisher, ISSN, DOI, subject category (ASJC). CAS registration numbers, author information, author profiles, non-English language tags, chemical names and cor vocabulary are excluded.

1.4 Restrictions on Use of Subscribed Products.

Except as expressly stated in this Agreement or otherwise permitted in writing by Elsevier, the Subscriber and its Authorized Users may not:

- abridge, modify, translate or create any derivative work based on the Subscribed Products, except to the extent necessary to make them perceptible on a computer screen to Authorized Users;
- remove, obscure or modify in any way any copyright notices, other notices or disclaimers as they appear in the Subscribed Products;
- use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices to continuously and automatically search, scrape, extract, deep link, index or disrupt the working of the Subscribed Products;
- substantially or systematically reproduce, retain, store locally, redistribute or disseminate online the Subscribed Products; or
- post individual items from the Subscribed Products on social networking sites.

Authorized Users who are individuals who are independent contractors or are employed by independent contractors may use the Subscribed Products only for the purposes of the contracted research work for the Subscriber.

1.5 *Intellectual Property Ownership.*

The Subscriber acknowledges that all right, title and interest in and to the Subscribed Products remain with Elsevier and its suppliers, except as expressly set forth in this Agreement, and that the unauthorized redistribution or dissemination online of the Subscribed Products could materially and irreparably harm Elsevier and its suppliers.

Notwithstanding anything to the contrary contained in this Agreement, more extensive usage terms might be permitted for open access content in the Subscribed Products as identified in the individual journal article as stated in the applicable user (e.g. CC) license.

SECTION 2. ELSEVIER PERFORMANCE OBLIGATIONS.

2.1 *Access to Subscribed Products.*

Elsevier will make the Subscribed Products accessible to the Subscriber and its Authorized Users from the internet address set forth on Schedule 1 or as may be otherwise set forth herein, upon receipt by Elsevier of this Agreement document in the territory of The Netherlands, as duly signed by the Subscriber, which acceptance will be evidenced and timestamped by an authorised representative of Elsevier in the Netherlands.

2.2 *Quality of Service.*

Elsevier will use commercially reasonable efforts to provide the Subscribed Products with a quality of service consistent with industry standards, specifically, to provide continuous service with an average of 98% up-time per year, with the 2% down-time including scheduled maintenance and repairs performed at a time to minimize inconvenience to the Subscriber and its Authorized Users, and to restore service as soon as possible in the event of an interruption or suspension of service.

2.3 *Withdrawal of Content.*

Elsevier reserves the right to withdraw from the Subscribed Products content that it no longer retains the right to provide or that it has reasonable grounds to believe is unlawful, harmful, false, or infringing.

2.4 *Usage Data Reports.*

Elsevier will make usage data reports on the Subscriber's usage activity available as described at https://www.elsevier.com/sd_usage_reports. Such reports may be accessed by vendors or other third parties retained by the Subscriber only with the express written permission of Elsevier and for the purpose of usage analysis of the Subscriber.

2.5 *Journal Transfer.*

Elsevier will make commercially reasonable efforts to comply with the TRANSFER Code of Practice, Version 4.0, published by the National Information Standards Organization ("NISO"). For more information, see the ScienceDirect Archiving Policy and the Library Connect newsletter article about TRANSFER (Aug 2009).

2.6 *Americans Disabilities Act (ADA)*

Elsevier shall use reasonable efforts to comply with the Americans with Disabilities Act (ADA), by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA (<http://www.w3.org/WAI/guid-tech.html>), as applicable. Elsevier shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility. Exceptions to compliance will be noted in Elsevier's current, accurate completed Voluntary Product Accessibility Template ("VPAT") which Elsevier will provide to the Subscriber. If the Subscribed Products do not comply or are not consistent with the applicable provisions of the ADA or Web Accessibility Initiative Web Content Accessibility Guidelines 2.1 AA, the Subscriber may adapt the Subscribed Products in order to allow Authorized Users with disabilities to access the Subscribed Products to the extent necessary to comply with applicable law.

2.7 *Digital Rights Management Technology.*

In the event that Elsevier utilizes any type of digital rights management technology to control access to or the usage of the Subscribed Products, Elsevier agrees to provide the Subscriber with any technical specifications for the digital rights management technology utilized.

SECTION 3. SUBSCRIBER PERFORMANCE OBLIGATIONS.

3.1 *Authentication.*

Access to the Subscribed Products will be authenticated by the use of Internet Protocol (“IP”) address(es) and/or usernames and passwords and/or a delegated authentication mechanism requiring at least two different credentials, as identified on Schedule 2. Access to the Subscribed Products by Authorized Users who are Walk-in Users is permitted provided that access is limited to fixed terminals/workstations/personal computers/electronic devices owned or approved by Subscriber at the Sites only. Remote access off-site to the Subscribed Products by Walk-in Users is not permitted. The distribution of usernames/passwords and other access credentials to such Authorized Users or otherwise made discoverable by those Authorized Users is not permitted.

3.2 *Protection from Unauthorized Access and Use.*

The Subscriber will

- take appropriate measures to protect against the misuse or unauthorized access, whether by the Subscriber or any third party, through or to (a) the Subscriber’s credentials used to access the Subscribed Products; and (b) the Subscribed Products and/or information derived therefrom;
- manage identification, use, access and control of all credentials used to access the Subscribed Products in an appropriately secure manner, including, but not limited to, by:
 - limiting access to and use of the Subscribed Products to Authorized Users and make reasonable effort to notify all Authorized Users of the usage restrictions set forth in this Agreement and that they must comply with such restrictions;
 - issuing any passwords or credentials used to access the Subscribed Products only to Authorized Users, not divulging any passwords or credentials to any third party, and notifying all Authorized Users not to divulge any passwords or credentials to any third party; and
 - providing true, complete, and accurate IP addresses, as identified on Schedule 2, (if any) for the exclusive use by the Subscriber (including, if requested by Elsevier, written confirmation by the relevant third-party internet service provider) and proactively informing Elsevier of any changes to the Subscriber IP addresses, including the addresses no longer being used exclusively by the Subscriber.
- Without undue delay, deactivate any credentials when no longer needed or where access presents a security risk;
- implement and maintain its own appropriate program for credentials management and ensure access to the Subscribed Products via such credentials is reviewed on an appropriate basis; and

- promptly upon discovering itself, or being notified by Elsevier or a third party, that there has been unauthorized use of the Subscribed Products or a security issue permitting unauthorized use, Subscriber will take appropriate steps to end such activity and to prevent any recurrence, including, but not limited to, implementing required updates and configuration where needed to rectify the issue. When notified by a third party or upon discovering the unauthorized use directly, Subscriber must promptly notify Elsevier of the unauthorized use. Subscriber will cooperate with Elsevier and share information, subject to any applicable confidentiality or nondisclosure obligations, concerning the unauthorized use or security issue.

In the event of any unauthorized use of the Subscribed Products, Elsevier may suspend the access and/or require that the Subscriber suspend the access from where the unauthorized use occurred upon notice to the Subscriber. The Subscriber will not be liable for unauthorized use of the Subscribed Products by any Authorized Users provided that the unauthorized use did not result from the Subscriber's own negligence or willful misconduct and that the Subscriber did not permit such unauthorized use to continue after having actual notice thereof. The Subscriber will be responsible for the adherence to the terms and conditions of this Agreement by a third-party provider the Subscriber engages, in particular, if such third-party provider supplies and manages IP addresses.

3.3 *Security Requirements.*

The Subscriber agrees that the Subscriber will have in place documented policies and procedures, which will be reviewed by the Subscriber periodically, and if appropriate, tested and updated, covering the administrative, physical, and technical safeguards in place and relevant to the access, use, loss, alteration, disclosure, storage, destruction, and control of information. The Subscriber will promptly notify Elsevier if it determines that there has been a failure of such safeguards if such failure results in a compromise of the confidentiality or security of any Elsevier Content provided hereunder and cooperate with Elsevier's reasonable requests surrounding such failure, including taking appropriate steps to end such activity and to prevent any recurrence. For the purpose of this Section 3.3, "Elsevier Content" means any material or information which Elsevier provides or makes available to the Subscriber in connection with the Subscribed Products and performance of this Agreement.

SECTION 4. FEES AND PAYMENT TERMS.

The Subscriber will pay to Elsevier the fees set forth in Schedule 1 (the "Fees") within thirty (30) days of date of invoice. Late payments, more than sixty (60) days from the date of invoice, will be subject to interest charges of 1% per month or the rate required by law, whichever is less, on the unpaid balance. In addition to other remedies provided in this Agreement, Elsevier reserves the right to suspend access to the Subscribed Products upon thirty (30) days' prior written notice and without incurring liability if 1) the full amount of any Elsevier invoice hereunder has not been paid within the agreed payment deadline or 2) any invoice is outstanding under previous subscription agreements between parties for the Subscribed Products. The suspension of the Subscriber's access for non-payment or on any other grounds provided herein is without prejudice to the Subscriber's obligation to pay its outstanding and future invoice amounts in full. Elsevier and the Subscriber acknowledge that the Fees payable under this Agreement are not in the nature of royalties and consequently no withholding tax should be applied to the Fees. The Fees will be exclusive of any sales, use, value added, withholding or similar tax and the Subscriber will be liable for any such taxes in addition to the Fees. Subscriber is not liable for any taxes from which Subscriber is exempt pursuant to a valid tax exemption certificate. Elsevier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the Subscriber will not deduct such taxes from any payments to Elsevier hereunder, unless required by law.

If the Subscriber disputes, in good faith, any amount on Elsevier's invoice, the Subscriber will provide written notice of the dispute to Elsevier along with full supporting documentation within thirty (30) days of date of invoice, and the Subscriber and Elsevier will use all reasonable efforts to resolve and settle such dispute within thirty (30) days thereafter. Once the invoice dispute is resolved and settled, the Subscriber will pay the amount due within sixty (60) days following resolution of the dispute.

SECTION 5. DURATION.

5.1 Term.

The term of this Agreement will commence on 01 January 2023 and continue through and including 31 December 2027 (“Initial Term”).

5.2 Renewal.

After the Initial Term, this Agreement may be automatically renewed for successive one-year terms (each a “Renewal Term”), and the Fees may be increased by the then current standard Elsevier price increase, unless either party gives notice to the other by 1 August prior to the end of the then current term that it does not intend to renew. The Initial Term and each Renewal Term are collectively the “Term”.

The Subscriber reserves the right to extend the then-current term for an additional ninety (90) days by giving written notice to Elsevier at least sixty (60) days prior to the expiration of the then-current term for fees equivalent to twenty-five percent (25%) of the last full year of fees paid or due, which ever is higher, under this Agreement.

5.3 Early Termination Due To Insufficient Budgetary Allotment From Government.

The Subscriber may terminate this Agreement upon thirty (30) days’ notice given by the Subscriber to Elsevier if sufficient funds are not provided, allocated or allotted in future government-approved budgets of the Subscriber or reasonably available or expected to become available from other sources at the time the Subscriber’s payment obligation attaches to permit the Subscriber, in the exercise of its reasonable administrative discretion, to continue this Agreement. Notwithstanding the foregoing, if access to the Subscribed Products was provided but not yet paid for prior to termination, Elsevier will be entitled to receive a pro rata portion of the Fees attributable to the period of time that access was provided.

5.4 Termination

Either party may terminate this Agreement upon prior written notice in the event of a material breach or persistent non-material breaches by the other party of any of its obligations under this Agreement and the party said to be in breach fails to cure the breach within thirty (30) days after receipt of the notice of breach. Upon termination due to breach by Elsevier, Elsevier will refund to the Subscriber that portion of paid Fees attributable to the unused portion of the remainder of the Term of the Agreement.

SECTION 6. ELSEVIER WARRANTIES, REPRESENTATIONS, AND INDEMNITIES.

6.1 Warranties.

Elsevier warrants that use of the Subscribed Products in accordance with the terms and conditions herein will not infringe the intellectual property rights of any third party. Elsevier agrees that the Subscribed Products services provided under this Agreement are provided “AS IS” and will be provided in satisfactory condition and in accordance with the terms of this Agreement.

Each party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

6.2 Indemnities.

Elsevier will indemnify, defend, and hold harmless the Subscriber and its Authorized Users from and against any loss, damage, costs, liability, and expenses (including reasonable attorneys’ fees) arising from or out of any third-party action or claim that use of the Subscribed Products in accordance with the terms and conditions herein infringes the intellectual property rights of such third party. If any such action or claim is made, the Subscriber will promptly notify and reasonably cooperate with Elsevier. This indemnity obligation will survive the termination of this Agreement.

6.3 *Disclaimer.*

EXCEPT FOR THE EXPRESS WARRANTIES AND INDEMNITIES STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIBED PRODUCTS ARE PROVIDED “AS IS” AND ELSEVIER AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SUBSCRIBED PRODUCTS AND ANY OTHER DATA, DOCUMENTATION OR MATERIALS PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ERRORS, INACCURACIES, OMISSIONS, OR DEFECTS CONTAINED THEREIN, AND ANY IMPLIED OR EXPRESS WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.4 *Limitation of Liability.*

Except for the express warranties and indemnities stated herein and to the extent permitted by applicable law, in no event will Elsevier or its suppliers be liable for any indirect, incidental, special, consequential or punitive damages including, but not limited to, loss of data, business interruption or loss of profits, arising out of or in connection with this Agreement, nor will the liability of Elsevier and its suppliers to the Subscriber exceed a sum equal to the Fees paid by the Subscriber hereunder during the twelve (12) month period immediately preceding the date on which the claim arose, even if Elsevier or any supplier has been advised of the possibility of such liability or damages.

SECTION 7. GENERAL.

7.1 *Force Majeure.*

Neither party’s delay or failure to perform any provision of this Agreement as a result of circumstances beyond its control (including, but not limited to, war, strikes, fires, floods, power failures, telecommunications or Internet failures or damage to or destruction of any network facilities or servers) that prevents it from fulfilling its obligations under this Agreement (any such circumstances being “Force Majeure”) will be deemed a breach of this Agreement.

7.2 *Severability.*

The invalidity or unenforceability of any provision of this Agreement will not affect any other provisions of this Agreement.

7.3 *Entire Agreement.*

This Agreement contains the entire understanding and agreement of the parties and replaces and supersedes any and all prior and contemporaneous agreements, communications, proposals, and purchase orders, written or oral, between the parties with respect to the subject matter contained herein.

7.4 *Modification.*

No modification, amendment or waiver of any provision of this Agreement will be valid unless in writing and signed by the parties, except for changes reflecting substituted titles, IP addresses, authentication mechanisms, invoicing and contact address details which may be confirmed by Elsevier in an email notice sent to the Subscriber.

7.5 *Assignment.*

Neither party may assign, transfer or license any of its rights or obligations under this Agreement unless it obtains the prior written consent of the other party, which consent will not unreasonably be withheld.

7.6 *Privacy.*

To the extent that Authorized Users provide any personal data to Elsevier during account registration or otherwise, the Subscriber acknowledges that such information will be collected, used, and disclosed by Elsevier in accordance with the Elsevier privacy policy applicable to the Subscribed Products.

7.7 *Notices.*

All notices given pursuant to this Agreement will be in writing and delivered to the party to whom such notice is directed at the address specified below or the electronic mail address as such party will have designated by notice hereunder.

If to Elsevier: Elsevier B.V. c/o Regional Sales Office, Elsevier Inc., 230 Park Avenue, Suite 800, New York, NY 10169, USA.

If to the Subscriber: University of Nebraska Consortium of Libraries, University of Nebraska-Lincoln 1248 R Street, 318 Love Library, Lincoln, NE, USA, 68588-4100.

With copy to: Legal Notices, C/O P2P Procurement Contracts, 1700 Y Street, BSC 125, Lincoln, NE 68588-0645

7.8 *Confidentiality.*

"Confidential Information" shall mean any materials, written information, and data marked "Confidential" by either party or non-written information and data disclosed by a party that is identified at the time of disclosure to the other party as confidential and is reduced to writing and transmitted to the non-disclosing party within thirty (30) days of such non-written disclosure. The party receiving the Confidential Information agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence for a period of three (3) years from the date of first disclosure. The obligations of this paragraph do not apply to information that is required to be disclosed by law or in the public domain; independently known, obtained, or discovered by a party; or hereafter supplied to a party by a third party without restriction.

7.9 *Notice of Click-Through Terms or Other Means of Passive Assent.*

In the event that Elsevier requires Authorized Users to agree to terms relating to the use of the Subscribed Products before permitting Authorized Users to gain access to the Subscribed Products (commonly referred to as "click-through" licenses), the terms and conditions contained in this Agreement will take precedence over any conflicting terms and conditions contained in any "clickthrough" licenses for access to the Subscribed Products.

7.10 *Execution.*

This Agreement and any amendment thereto may be executed in counterparts, and signatures exchanged by facsimile or other electronic means are effective to the same extent as original signatures.

7.11 *Independent Contractor.*

Elsevier is an independent contractor and is not the Subscriber's agent or representative and has no authority to bind or commit the Subscriber to any agreements or other obligations.

7.12 *Insurance.*

Elsevier shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate to cover such liability caused by, or arising out of, activities of Elsevier and its agents and/or employees while engaged in or preparing for the provision of the goods or services provided under this Agreement. If the goods or services include providing technology services, software, or support, Elsevier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000) per claim and in the aggregate to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by the Subscriber, Elsevier shall furnish to the Subscriber certificates of insurance evidencing such insurance is effective prior to commencement of work under this Agreement. By requiring such minimum insurance, the Subscriber shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Elsevier under this Agreement. Elsevier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Elsevier further agrees, upon request, to include the Subscriber as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Elsevier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

7.13 *Conflict of Interest.*

Elsevier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Elsevier cannot so certify, it shall provide to the Subscriber a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the Subscriber may declare this Agreement void and of no further force or effect and the Subscriber shall have no further obligations under this Agreement.

7.14 *Work Status Verification.*

Elsevier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

7.15 *Debarment List.*

Elsevier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Elsevier also certifies that Elsevier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the term of this Agreement and Elsevier shall immediately notify the Subscriber of any change in the status of the certification and warranty set forth in this section that impacts this Agreement. If Elsevier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, this Agreement may be terminated immediately, for cause, by the Subscriber. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Elsevier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Elsevier to remove such excluded individual immediately shall provide the Subscriber the right to terminate this Agreement immediately for cause.

7.16 *Taxpayer Transparency Act.*

Taxpayer Transparency Act. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, the Subscriber is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Elsevier (a) to notify the Subscriber of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Elsevier agrees to defend any challenge to such redactions at its own expense.

7.17 *Public Records.*

Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to the Subscriber regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the Subscriber's interpretation and application of applicable law. It shall be the sole responsibility of Elsevier (a) to notify the Subscriber of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Elsevier agrees to defend any challenge to such requested redactions at its own expense.

7.18 *Equal Opportunity* (intentionally bolded).

Elsevier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), which are incorporated by reference with the following statement: "This Contractor and subcontractor 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, national origin or for inquiring about, discussing, or disclosing compensation. 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."

7.19 *Nondiscrimination.*

Elsevier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

7.20 *Logos or Marks.*

Elsevier shall not use or display any Subscriber campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the Subscriber as a source identifier, unless expressly authorized in writing by the Subscriber. Any use of a Mark by Elsevier shall be subject to applicable provisions of the University of Nebraska Board of Regents Policies and the standards set forth below. Any unauthorized use of Marks is expressly prohibited. Marks must be licensed to Elsevier in writing by an authorized Subscriber representative.

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

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

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

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

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

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

7.21 Continuation of Services.

Except in instances of material breach, intellectual property infringement or unauthorized access and use of the Subscribed Products, Elsevier agrees, in its reasonable discretion, to continue to honor its reasonable and appropriate ongoing obligations under this Agreement without interruption for a reasonable period of time, but no more than thirty (30) consecutive days in the event of a bona fide dispute concerning payment or a dispute concerning any provision of this Agreement which may include time spent negotiating renewals. The Subscriber recognizes that continuation of services for time spent negotiating renewals under this clause is contingent on continued communication and engagement on the part of the Subscriber and that continuation of services under this clause for time spent negotiating renewals can be extended for no more than thirty (30) days beyond the term of this Agreement unless mutually agreed to by both Parties.

7.22 Governing Law and Forum.

The Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions.

7.23 Compliance with Laws.

Each party will comply with all applicable laws and regulations relating to its duties and obligations under this Agreement. Elsevier reserves the right to deny access to the Subscribed Products to any person or entity who is prohibited from receiving such access based on any applicable export control and trade sanctions laws or embargo programs.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA FOR AND ON BEHALF OF THE UNIVERSITY OF NEBRASKA CONSORTIUM OF LIBRARIES
(Subscriber)

Name: Walter E. Carter
Title: President

ATTEST: _____
Name: Philip J. Bakken
Title: Corporation Secretary

ELSEVIER B.V.
(Elsevier)

Name: Massimiliano Madama
Title: SVP Global Sales Effectiveness and Services

Agreement No.: 1-22057653178, 1-22116446524, 1-22054508668

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 1

The Subscribed Products and Fees identified below replace and supersede those identified in the Agreement.

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA FOR AND ON BEHALF
OF THE UNIVERSITY OF NEBRASKA CONSORTIUM OF LIBRARIES**

No. 1-22057653178, 1-22116446524

	Access	2023	2024	2025	2026	2027
Subscribed Products – publisher						
ScienceDirect® online – Elsevier B.V.	sciencedirect.com					
Complete Freedom Collection Fee		\$2,332,854.62	\$2,370,683.17	\$2,428,740.00	\$2,525,314.80	\$2,602,821.09
Transferred Titles Fee		\$40,944.37	\$41,353.81	\$41,767.34	\$42,602.69	\$43,454.75
The Lancet		\$14,016.32	\$14,156.48	\$14,298.05	\$14,584.01	\$14,875.70
Cell Press Collection Fee		\$56,350.77	\$56,914.27	\$57,483.42	\$58,633.08	\$59,805.75
Clinics Collection Fee		\$67,700.89	\$68,377.22	\$69,061.00	\$70,442.22	\$71,851.07
Seminars Collection Fee		\$8,260.43	\$8,343.70	\$8,426.46	\$8,595.00	\$8,766.89
<i>Book Series Title- Methods in Enzymology</i>		\$2,621.42	\$2,647.63	\$2,674.79	\$2,727.60	\$2,782.14
Elsevier Masson Collection Fee		\$4,366.30	\$4,409.96	\$4,454.06	\$4,543.14	\$4,634.71
Elsevier Doyma Collection		\$2,120.28	\$2,141.49	\$2,162.90	\$2,206.85	\$2,250.28
TOTAL FEES		\$2,529,235.40	\$2,569,027.73	\$2,629,068.02	\$2,729,649.39	\$2,811,242.38

No. 1-22054508668

	Access	2023	2024	2025	2026	2027
Subscribed Products-publisher						
Scopus® – Elsevier B.V.	scopus.com	\$105,328.00	\$106,050.00	\$107,111.00	\$109,253.00	\$111,438.00
TOTAL FEES		\$105,328.00	\$106,050.00	\$107,111.00	\$109,253.00	\$111,438.00

Adjustment of Fees

After the first calendar year of the Initial Term, the Fees for the Complete Freedom Collection will be subject to an adjustment to account for any titles formerly subscribed to by Subscriber in 2022 (as set forth under the prior Elsevier Subscriber Subscription Agreement) that are removed by Elsevier from the Complete Freedom Collection during the remainder of the Initial Term of this Agreement. The Fees for the Complete Freedom Collection for each calendar year of the Initial Term will be increased by Elsevier by no more than 1.6% in 2024, 2.45% in 2025, 3.98% in 2026 and 3.0% in 2027. All other Subscribed Product fees and fees for new titles added during the Initial Term will be increased by no more than 1.0% in 2024, 1.0% in 2025, 2.0% in 2026 and 2.0% in 2027.

Journal Collection(s)

The Subscriber's Journal Collection(s) is described in Schedule 1.1.

Transaction Fee

The Subscriber may purchase pre-paid Transactions ("PPT") upon mutual agreement of the parties in writing. Unused PPT will be forfeited one (1) year after issue or upon termination of this Agreement, whichever is earlier.

The Lancet Journals Additional Terms and Conditions

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, continue to access such Lancet journal titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Lancet journal title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online subscriber, the Subscriber may continue to access online, at no additional charge, such Lancet journal titles for the publication years paid, provided that Elsevier continues to hold the electronic rights thereto.

Elsevier Book Series/Handbook Series Additional Terms and Conditions

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, continue to access such books online for an annual access fee based on the number of chapters downloaded from such books during the prior twelve (12) months at a rate of US\$0.081 per download, with a minimum annual fee of US\$500 (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, in accordance with the usage provisions of the Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If a particular Elsevier Book Series/Handbook Series book is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such subscribed Elsevier Book Series/Handbook Series book, provided that Elsevier continues to hold the electronic rights thereto.

Post Termination Access to Subscribed Titles

Upon termination of all of the Subscriber's annual subscriptions on ScienceDirect online, the Subscriber may, at its option, (1) acquire, load and technically format on a server that enables access and use by Authorized Users an electronic copy of all or part of its Subscribed Titles for the publication years paid for cost and/or (2) continue to access such Subscribed Titles online for an annual access fee based on the number of full-text articles downloaded from such titles during the prior twelve (12) months at a rate of US\$0.081 per download (adjusted annually for inflation and cost increases) for the Subscriber's access to the platform, and/or (3) access such Subscribed Titles online through the Portico® electronic archiving service provided by Portico (in which case the Subscriber will execute a separate license agreement with Portico whose terms and conditions will also govern the Subscriber's use of such Subscribed Titles and take precedence in the event of any conflict or inconsistency with this Agreement), and an annual platform fee, in accordance with the usage provisions of this Agreement, which provisions will survive the termination of the Agreement. Elsevier will make available for inspection by a duly authorized auditor of the Subscriber, at the Subscriber's sole expense, the records concerning the calculation of the annual access fee once per year during regular business hours upon thirty (30) days written notice to Elsevier. If an electronic copy is selected, the Subscriber will for a period of five (5) years from delivery of the electronic copy provide, on a monthly basis, to Elsevier complete and accurate usage data reports on the Subscriber's on-site usage activity in a mutually agreed upon format. Elsevier will be entitled to inspect the Subscriber's records of usage once per year during regular business hours upon reasonable notice to the Subscriber. The electronic copy may not contain links and other features and functionality associated with the online version. If a particular Subscribed Title is withdrawn by Elsevier or not renewed by the Subscriber, but the Subscriber remains a ScienceDirect online annual subscription subscriber, the Subscriber may continue to access online, at no additional charge, such formerly Subscribed Title for the publication years paid provided that Elsevier continues to hold the electronic rights thereto.

ELSEVIER SUBSCRIPTION AGREEMENT

Schedule 1.1

Journal Subscription

Journal Collection(s):

Complete Freedom Collection: Electronic access to the full text of all articles from the Elsevier journal titles published since 1 January 1995 set forth in the Complete Freedom Collection Journal Title List at http://www.elsevier.com/solutions/sciencedirect/content/journal-title-lists#journal_title_list, as may be updated annually with the changes effective as of 1 January of the following calendar year of the Term of the Agreement.

The Lancet Journals: Electronic access to the full text of articles from The Lancet journal titles, identified above, published since 1 January 1995.

Cell Press Collection: Electronic access to the full text of all articles from the Cell Press journal titles published since 1 January 1995 identified on Annex A to Schedule 1.1.

Clinics Collection: Electronic access to the full text of all articles from the Clinics journal titles published since 1 January 1996 identified on Annex A to Schedule 1.1.

Elsevier Masson Collection: Electronic access to the full text of all articles from the Elsevier Masson journal titles published since 1 January 1996 identified on Annex A to Schedule 1.1.

Elsevier Doyma Collection: Electronic access to the full text of all articles from the Elsevier Doyma journal titles published since 1 January 2014 identified on Annex A to Schedule 1.1.

Seminars Collection: Electronic access to the full text of all articles from the Seminars journal titles identified on Annex A to Schedule 1.1.

Option to Substitute Subscribed Titles

The Subscriber may substitute any of the subscribed journal titles identified on Annex A to Schedule 1.1 ("Subscribed Titles") with one or more journal titles of total comparable value (in current year list price) once annually upon notice to Elsevier by 1 August prior to the start of the next calendar year or at any time upon mutual agreement of the parties in writing.

Option to Substitute Withdrawn Subscribed Titles

The Subscriber may substitute any withdrawn Subscribed Titles with one or more journal titles of total comparable value (in current year list price) at any time upon notice to Elsevier.

Transferred Titles

Society journal titles for which the Subscriber holds an electronic subscription through a third-party publisher whose publication rights are transferred to Elsevier and made accessible on ScienceDirect during the Term ("Transferred Titles") will be deemed Subscribed Titles effective as of the date of transfer and for the then current publication year and the publication years previously paid unless and until the Subscriber notifies Elsevier that it no longer wishes to continue such electronic subscription on ScienceDirect. The option to substitute Subscribed Titles does not apply to Transferred Titles.

**Annex A to Schedule 1.1
Subscribed Titles**

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA-LINCOLN FOR AND
ON BEHALF OF THE UNIVERSITY OF NEBRASKA CONSORTIUM OF LIBRARIES**

Product ID	ISSN	Cell Press Collection Journal Title
13437	0006-3495	Biophysical Journal
07595	1535-6108	Cancer Cell
07590	0092-8674	Cell
02215	2451-9456	Cell Chemical Biology
07703	1931-3128	Cell Host & Microbe
13368	1550-4131	Cell Metabolism
07704	1934-5909	Cell Stem Cell
18800	2405-4712	Cell Systems
18875	2451-9294	Chem
02216	0960-9822	Current Biology
07594	1534-5807	Developmental Cell
07591	1074-7613	Immunity
18907	2542-4351	Joule
07592	1097-2765	Molecular Cell
12877	1525-0016	Molecular Therapy
07593	0896-6273	Neuron
02218	0969-2126	Structure
07813	0002-9297	The American Journal of Human Genetics
18835	2405-8033	Trends in Cancer

Product ID	ISSN	Clinics Collection Journal Title
13047	1932-2275	Anesthesiology Clinics
13032CLN	1061-3315	Atlas of the Oral and Maxillofacial Surgery Clinics of North America
13292	1056-4993	Child and Adolescent Psychiatric Clinics of North America
13293	0272-5231	Clinics in Chest Medicine
13298	0749-0690	Clinics in Geriatric Medicine
13258	0095-5108	Clinics in Perinatology
13113	0278-5919	Clinics in Sports Medicine
13050	0749-0704	Critical Care Clinics
13159	0899-5885	Critical Care Nursing Clinics of North America
13004	0011-8532	Dental Clinics of North America
13211	0733-8627	Emergency Medicine Clinics of North America
13212	0889-8529	Endocrinology & Metabolism Clinics of North America
13214	0889-8553	Gastroenterology Clinics of North America
13299	0889-8588	Hematology/Oncology Clinics of North America
13224	0891-5520	Infectious Disease Clinics of North America
13238	0025-7125	Medical Clinics of North America
13312	0733-8619	Neurologic Clinics
13184	0029-6465	Nursing Clinics of North America
13033CLN	1042-3699	Oral and Maxillofacial Surgery Clinics of North America
13102	0030-5898	Orthopedic Clinics of North America
13103	0030-6665	Otolaryngologic Clinics of North America
13257	0031-3955	Pediatric Clinics of North America

Product ID	ISSN	Clinics Collection Journal Title
13315	1047-9651	Physical Medicine and Rehabilitation Clinics of North America
13263	0889-857X	Rheumatic Disease Clinics of North America
13117	0039-6109	Surgical Clinics of North America
13006	0749-0739	Veterinary Clinics of North America: Equine Practice
13008	1094-9194	Veterinary Clinics of North America: Exotic Animal Practice
13009	0749-0720	Veterinary Clinics of North America: Food Animal Practice
13041	0195-5616	Veterinary Clinics of North America: Small Animal Practice

Product ID	ISSN	Elsevier Masson Collection Journal Title
15170	0151-9638	Annales de Dermatologie et de Vénérologie
16357	0007-4551	Bulletin du Cancer
15715	0761-8425	Revue des Maladies Respiratoires

Product ID	ISSN	Elsevier Doyma Collection Journal Title
15736	0304-5412	Medicine: Programa de Formación Médica Continuada Acreditado

Product ID	ISSN	Seminars Collection Journal Title
SEMDPATH	0740-2570	Seminars in Diagnostic Pathology
SEMHEMA	0037-1963	Seminars in Hematology

Product ID	ISSN	Lancet Title
17012	2213-2600	The Lancet Respiratory Medicine
10182	2213-8587	The Lancet Diabetes & Endocrinology
17745	2352-3026	The Lancet Haematology
17746	2352-3018	The Lancet HIV

Product ID	ISSN	Transferred Title (online only)
30187	0923-7534	Annals of Oncology
18871	2590-2865	Applied Animal Science
13202	0006-4971	Blood
18407	0007-0912	British Journal of Anaesthesia
18838	0012-3692	Chest
31237	1098-3600	Genetics in Medicine
07811ACC	1936-878X	Jacc: Cardiovascular Imaging
07812ACC	1936-8798	Jacc: Cardiovascular Interventions
14130ACC	2213-1779	Jacc: Heart Failure
07681ACC	0735-1097	Journal of the American College of Cardiology
18865	1544-3191	Journal of the American Pharmacists Association
07715	0022-202X	Journal of Investigative Dermatology
18872	FS00-8872	Journal of Obstetric, Gynecologic & Neonatal Nursing and Nursing for Women's Health
18868	0884-2175	<i>Journal of Obstetric, Gynecologic & Neonatal Nursing</i>

Product ID	ISSN	Transferred Title (online only)
<i>18869</i>	<i>1751-4851</i>	<i>Nursing for Women's Health</i>
18866	0022-3549	Journal of Pharmaceutical Sciences
18831	1556-0864	Journal of Thoracic Oncology
18849	0085-2538	Kidney International
14110	0025-6196	Mayo Clinic Proceedings
18851	0002-9629	The American Journal of the Medical Sciences
18893	1553-7250	The Joint Commission Journal on Quality and Patient Safety
18763	0002-8177	The Journal of the American Dental Association

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: The Board of Regents of the University of Nebraska on behalf of the University of Nebraska-Lincoln

Sites:	#Auth. Users:	Authentication:
University of Nebraska-Lincoln	23,600	129.93.(0-255).(0-255)

Estimated total number of Authorized Users for ScienceDirect: 23,600

Estimated total number of relevant Authorized Users for ScienceDirect: 23,600

Estimated total number of Authorized Users for Scopus: 23,600

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: David Macaulay
Title: Electronic Resources Librarian
E-mail: dmacaulay2@unl.edu
Name/Address (if different from Section 7.7): University of Nebraska-Lincoln Libraries,
302 Love Library, 13th & R Streets,
Lincoln, NE 68588-0410, USA
Phone: (402) 472-9506

Billing Contact

Name: Annette Shipley
Title: ACQUISITIONS ACCOUNTANT
Name/Address (if different from Section 7.7): University of Nebraska - Lincoln Libraries,
302 Love Library, 13th & R Streets, Lincoln,
NE 68588-0410, USA
E-mail: acqfin@unl.edu; annetteshipley@unl.edu
Phone: (402) 472 3876

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2
Sites/Authentication/Contacts

Subscriber: The Board of Regents of the University of Nebraska on behalf of the University of Nebraska Medical Center

Sites:	#Relev. Auth. Users:	Authentication:
University of Nebraska Medical Center	8,168	5.198.137.196 192.198.54.43

Estimated total number of Authorized Users for ScienceDirect: 8,168

Estimated total number of relevant Authorized Users for ScienceDirect: 8,168

Estimated total number of Authorized Users for Scopus: 8,168

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name:	Alison Bobal
Title:	Head, Collection Development and Metadata
Name/Address (if different from Section 7.7):	University of Nebraska Medical Center McGoogan Library of Medicine 986705 Nebraska Medical Center, Omaha, NE 68198-6705, USA
E-mail:	abobal@unmc.edu
Phone:	402-559-7087

Billing Contact

Name:	Annette Shipley
Title:	Acquisitions Accountant
Name/Address (if different from Section 7.7):	University of Nebraska-Lincoln Libraries, 302 Love Library, 13th & R Streets, Lincoln, NE 68588-0410, USA
E-mail:	acqfin@unl.edu; annetteshipley@unl.edu
Phone:	(402) 472 3876

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2 Sites/Authentication/Contacts

Subscriber: The Board of Regents of the University of Nebraska on behalf of the University of Nebraska at- Omaha

Sites:	#Relev. Auth. Users:	Authentication:
University of Nebraska at- Omaha	16,500	137.048.(0-255).(0-255) 144.216.202.27

Estimated total number of Authorized Users for ScienceDirect: 16,500

Estimated total number of relevant Authorized Users for ScienceDirect: 16,500

Estimated total number of Authorized Users for Scopus: 16,500

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: James Shaw
Title: Government Documents Librarian & Collections Coordinator
Name/Address (if different from Section 7.7): University of Nebraska at Omaha
Criss Library,
6001 Dodge Street, Omaha, NE 68182-0237, USA.
E-mail: jshaw@unomaha.edu
Phone: (402) 554-2225

Billing Contact for UNCL

Name: Annette Shipley
Title: Acquisitions Accountant
Name/Address (if different from Section 7.7): University of Nebraska – Lincoln Libraries, 302
Love Library, 13th & R Streets,
Lincoln, NE 68588-0410, USA
E-mail: acqfin@unl.edu; annetteshipley@unl.edu
Phone: 402-472-3876

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above

ELSEVIER SUBSCRIPTION AGREEMENT
Schedule 2 Sites/Authentication/Contacts

Subscriber: The Board of Regents of the University of Nebraska on behalf of the University of Nebraska at Kearney

Sites:	#Relev. Auth. Users:	Authentication:
University of Nebraska at Kearney	10,000	144.216.255.(0-255) 132.174.251.185

Estimated total number of Authorized Users for ScienceDirect:10,000

Estimated total number of relevant Authorized Users for ScienceDirect: 10,000

Estimated total number of Authorized Users for Scopus: 10,000

For the avoidance of doubt, other institutions and organizations that reside or do business at the above locations (including without limitation companies that are owned wholly or in part by, or affiliated with, the Subscriber) are not Sites, unless expressly stated above.

The Subscriber will promptly notify Elsevier of any material changes in the number of relevant Authorized Users, which changes may result in Elsevier terminating the Agreement at the end of the year for which the Fees were paid unless the parties are able to agree to appropriate fee adjustments for any subsequent years of the Term, and may add, withdraw or substitute authentication mechanisms upon mutual agreement of the parties in writing.

Primary Contact

Name: Bobbi-Jean Ludwig
Title: Coordinator for Library Technology Services & e-Resources Librarian
Name/Address (if different from Section 7.7): University of Nebraska - Kearney,
Calvin T. Ryan Library
2508 11th Avenue,
Kearney, NE 68849-2240, USA.
E-mail: ludwigbj@unk.edu
Phone: (308) 865-8585

Billing Contact for UNCL

Name: Annette Shipley
Title: Acquisitions Accountant
Name/Address (if different from Section 7.7): University of Nebraska – Lincoln Libraries,
302 Love Library, 13th & R Streets,
Lincoln, NE 68588-0410, USA
E-mail: acqfin@unl.edu; annetteshipley@unl.edu
Phone: 402-472-3876

The Subscriber will promptly notify Elsevier of any changes to any of the contact information above.

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Design Services Contract with HDR for the Memorial Stadium Improvement Project at UNL

RECOMMENDED ACTION: Approve the design services contract with HDR for the Memorial Stadium Improvement Project at UNL

PREVIOUS ACTION: September 30, 2022 – The Board of Regents approved a waiver of Regents’ Policy 6.3.7.6 with respect to engagement of a program manager and Regents’ Policy 6.3.6 with respect to project sequencing for the Memorial Stadium Improvement Project at UNL.

EXPLANATION: Following a competitive Request for Qualifications (RFQ) for architectural and engineering (A/E) design services to assist with program development, planning, cost evaluation, design, and construction administration of the Memorial Stadium Improvement Project, HDR is recommended for selection.

This item was reviewed by the Business and Finance Committee.

PROJECT COST: Phase 1: \$1.1 million flat fee
Phase 2: 8.0% of project cost

SOURCE OF FUNDS: Private and Athletics Revenue

SPONSORS: Trev Alberts, Vice Chancellor and Athletic Director
University of Nebraska-Lincoln

Ronnie Green, Chancellor
University of Nebraska-Lincoln

Chris Kabourek, Senior Vice President | CFO
University of Nebraska System

RECOMMENDED: 
Walter E. Carter, President
University of Nebraska System

DATE: March 2, 2023

**Agreement for Design Services of
UNL Memorial Stadium
NU Project Number: R1176**

Between the Board of Regents of the University of Nebraska,
a public body corporate of the State of Nebraska and

**HDR Architecture, Inc.
1917 S 67th Street
Omaha, NE 68106**

THIS AGREEMENT FOR DESIGN SERVICES (this "Agreement") is made and entered into on the ____ day of April, 2023 (the "Effective Date"),

BY AND BETWEEN the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, hereinafter called "Owner", and HDR ARCHITECTURE, INC., hereinafter called "Architect/Engineer", for the following Project:

**UNL Memorial Stadium
Bid Invitation Number: 3732-22-8110**

The Owner and Architect/Engineer hereby agree to the terms and conditions set forth in this Agreement as follows:

Section 1.	General Scope of Services
Section 2.	Phase 1 Services
Section 3.	Phase 2 Services
Section 4.	Compensation
Section 5.	Owner's Responsibilities
Section 6.	Other Terms
Addendum 1.	Direct Salary Expense
Addendum 2.	Project Team, Consultant Profile, Project Schedule
Addendum 3.	Certificate of Insurance
Addendum 4.	Intermediate Design Checklist
Addendum 5.	Supplemental Services

SECTION 1 SCOPE OF SERVICES

1.1 The Architect/Engineer's Basic Services with respect to the Project consist of the architectural, mechanical, electrical, structural, civil and engineering services described by the deliverables identified herein. The Architect/Engineer will provide those services in coordination with the Owner and the Owner's consultants.

Employment of Additional Consultants - Architect/Engineer services as referred to in this Agreement are complete for the Project which is proposed by the Owner. If additional consultants are required by the Architect/Engineer for the design of the Project, such consultants will be paid for by the Architect/Engineer at no additional cost to the Owner unless the services are outlined in Addendum 5. The Architect/Engineer recognizes that in no way will subcontracts or consulting arrangements diminish or supplant the ultimate responsibilities it assumes pursuant to its contractual obligations under this Agreement and that Architect/Engineer shall be fully responsible for the acts and omissions of its consultants and the persons directly and indirectly employed by them. Prior to engaging any consultant under this Agreement, Architect/Engineer shall provide Owner with the qualifications of such proposed consultant as well as the method of selection of such consultant. Owner shall have the option, in its sole discretion, to reject any proposed consultant. Each and every consultant engaged by Architect/Engineer to provide services for the Project shall be bound by the terms of this Agreement; provided, however, no contractual relationship shall exist between any consultant and Owner, unless it is evidenced by separate written agreement.

Additional Costs - It is the intent of this Agreement that the fee mentioned herein is the complete compensation for services rendered by the Architect/Engineer, and no additional charges will be made by the Architect/Engineer for the services listed herein. In the event services in addition to those listed herein are required of the Architect/Engineer by the Owner, no additional charges will be made to the Owner unless otherwise agreed in writing and executed by the Owner or the Owner's authorized representative.

Phased Engagement – The services of Architect/Engineer with respect to the Project shall be divided into two general phases: Phase 1 shall consist of conceptual planning and design for the Project, including programming and conceptual design, resulting in an estimate for Project construction costs as more particularly set forth herein (the "Phase 1 Services"). Upon completion of Phase 1, Owner decide, in Owner's sole discretion, whether to continue with the Project. If Owner decides to continue, Owner will provide Architect/Engineer with written directive to commence Phase 2 activities, which shall consist of Architect/Engineer's preparation of schematic design, intermediate design materials, design development, and the construction phase of the Project as more particularly set forth herein (the "Phase 2 Services"). The Phase 1 Services and Phase 2 Services may be collectively referred to herein as the "Services."

1.1.1 General Requirements

The following requirements apply to all Services under this Agreement.

.1 Electronic Verification - Architect/Engineer shall use an electronic verification system to determine the work eligibility status of any new employees physically performing services within the State of Nebraska, as required pursuant to Neb. Rev. Stat. §§4-108 to 4-114 as of the effective date of this Agreement, or as such law may be amended from time-to-time. Compliance with these Nebraska statutes shall be considered a material term of this Agreement.

.2 The Architect/Engineer will provide a listing of the Project team to include the architect(s), engineer(s), consultant(s) and project manager, to be assigned to the Project.

.3 Included in Addendum 2 will be a profile of each consultant whose services the Architect /Engineer intends to use on the Project. Except for causes beyond its reasonable control or termination of employment of an employee, the Architect/Engineer will not remove the design architect(s) and/or engineer(s) or project manager originally assigned to the Project. Any removal must be with the written consent of the Owner. Such consent will not be unreasonably withheld.

.4 The Architect/Engineer will not proceed with subsequent design phases until the current design phase, including any adjustments authorized by the Owner in the Project, are approved in writing by the Owner.

.5 The Architect/Engineer will notify the Owner of the possible existence of asbestos, if during the performance of Basic Services, the Architect/Engineer should notice its possible existence. The Architect/Engineer's design of the Project will be so executed so that it will allow for proper abatement of asbestos by the Owner. If asbestos abatement is required, the Owner will be solely responsible for same.

.6 The Architect/Engineer is required to conform to the Owner's [Design Guidelines](#) in effect at the time of agreement execution incorporated herein by this reference, as well as all applicable NCAA and Big 10 Conference requirements. The Architect/Engineer will be responsible for any and all costs relating to the Architect/Engineer's negligent or intentional failure to conform to these guidelines, including but not limited to the replacement of systems or Work that does not conform to the guidelines. The Architect/Engineer may only depart from these guidelines if written permission is granted from the Owner in the form of an approved [Design Guideline Revision Request](#).

.7 The Architect/Engineer will prepare meeting minutes for every Project meeting from the Programming phase through the construction administration phase. The Architect/Engineer will distribute meeting minutes to all building team participants within 5 days after the meeting. In the meeting minutes, the Architect/Engineer will briefly document each discussion item including related decisions and/or actions required.

.8 The Architect/Engineer will provide presentation services related to presenting to the Owner and closely related groups, the materials and studies prepared under this Agreement.

.9 The Architect/Engineer will provide three-dimensional BIM design services using REVIT and Owner approved format. The Architect/Engineer is required to use AUTODESK REVIT software compatible with or translatable to the Owner's throughout the entire project to facilitate the electronic transmission, viewing and alteration of all drawings. The Architect/Engineer is required to utilize the current United States National CAD Standard, as published by the National Institute of Building Sciences, including all AIA CAD layering conventions. The Architect/Engineer will use AIA CAD Layer naming across all disciplines. Prior to submission of any files to the Owner, the Architect/Engineer will also adhere to the following:

.a If any record drawings files or blocks are created or in any CAD system other than AutoCAD, any nonconforming layer names will be converted to AIA naming. Layer names using numerical characters only, other than zero, are not to be used.

.b Any cross-referenced drawings are to be located in the same, directory as the file they are dependent to. If any cross-referenced files are inserted or "bound", their layer names will not include their former x-ref "path" designation.

.c All blocks will be created on layer 0 (zero). Nested blocks are not to be used. Unequally scaled blocks are not to be used.

.d The AutoCAD color and line type of all drawing entities should be set to BYLAYER.

.e No custom, or third party fonts; only standard AutoCAD or standard Windows TrueType fonts may be used.

.f All record drawing files are to be purged of all unused layers, line types, fonts, dimension styles, etc.

.g The Owner will reasonably approve convention modifications or enhancements proposed in writing by the Architect/Engineer.

.10 The Architect/Engineer will provide the Owner with electronic copies of any Building Information Modeling (BIM) data including table structures, etc. Preferred file formats would include Microsoft Excel, Microsoft Access or standard RAW "delimited" formats.

1.1.2 Supplemental Services

Supplemental Services will be provided by the Architect/Engineer as described in Addendum 5, and if authorized or confirmed in writing by the Owner, and will be paid for by the Owner, as provided in Section 4, Article 4.1.3 in addition to the compensation for Basic Services.

SECTION 2 PHASE 1 SERVICES

2.1 Phase 1 Services – General

Architect/Engineer shall create a work flow plan and schedule, including a phasing plan, for the performance of the Architect/Engineer's Phase 1 Services which will include allowances for periods of time required for the Owner's review and approval and for approval of submissions by authorities having jurisdiction over the Project. Architect/Engineer shall provide a copy of such work flow plan to Owner within 14 days after the Effective Date. The Architect/Engineer and Owner will not, except for reasonable cause, exceed time limits established by this schedule, as approved by Owner. Architect/Engineer and Owner anticipate completion of the Phase 1 Services set forth herein on or before August 31, 2023 (the "Phase 1 Completion Date").

2.1.1 Programming Phase

The Architect/Engineer shall provide the following Phase 1 Services during the Programming Phase of Phase 1:

.1 Project administrative services for the Project, including initial consultation in project development and project-related research, conferences, correspondence, travel, progress reports, etc. The Architect/Engineer is required to guide and create a program, validate with the Owner and revise as requested by the Owner for a final Owner's Project Program Statement to be submitted to the University of Nebraska Board of Regents.

.2 Existing facilities condition surveys are required for areas to be remodeled. Existing facilities occupancy surveys are not required. The Owner will furnish the Architect/Engineer floor space record documents of existing buildings that include room numbers, net assignable square feet (NASF) per room and NASF and gross square feet (GSF) per floor per building. The Architect/Engineer will obtain from the Owner's Representative an inventory of rooms assigned by department. The Architect/Engineer will verify and document the functional departments occupancy on floor plans of existing facilities described as blocks of space with schedules of room names, room NASF and departmental NASF to be vacated from existing facilities and relocated to the Project or backfill space.

.3 Facility programming services including verifying and modifying a detailed set of requirements for the Project including design objectives, limitations, and criteria. This will include determination of: quantity, quality, size, architectural and utility requirements of each type of space; functional

interrelationships among spaces; requirements for flexibility and expandability; and needs relative to equipment and systems.

.4 Space schematic/flow diagram services related to developing diagrammatic studies and pertinent text relative to: internal functions; human, vehicle, and material flow patterns; and general space allocations. These will be developed in collaboration with the Owner and will include an analysis of operating functions and studies of adjacency, circulation (including vertical circulation), and traffic patterns. The studies will relate to: numbers of occupants; special facilities systems, and equipment requirements; materials handling; flexibility and expandability.

.5 General planning and architectural consideration services and guidance for space, materials, fixed equipment and systems to be considered in design.

.7 Mechanical systems services - determine the heating, ventilating, air conditioning and plumbing needs for the Project.

.8 Electrical systems services - determine power, lighting, telephone and data distribution, fire detection, alarm, security and electronic communication distribution needs for the Project.

.9 Not used.

.10 Scheduling services (Timeline) related to establishing with the Owner a schedule for overall development of the Project. It will entail careful determination of the Architect/Engineer's services, the Owner's responsibilities and the design and construction procedures to be followed. Scheduling is used to establish a time framework for Programming n services, design, documentation and construction.

.11 Owner-supplied data coordination services related to reviewing, handling and coordinating data furnished for the Project by the Owner.

.12 Agency Consulting / Review / Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project, including, but not limited to the Nebraska Coordinating Commission for Post-Secondary Education, in coordination with the Owner.

.13 The Architect/Engineer will also submit at the completion of Programming services a full programming booklet including a preliminary code review with any special code considerations, in a format agreeable to the Owner.

2.1.2 Concept Design Phase:

.1 The Architect shall assist the Owner with the preparation of a program statement defining the requirements of the Project, and shall review the understanding of such requirements with the Owner.

.2 The Architect, based on preliminary investigation and coordination with the Owner, develop a Space Program with the major departments and additional amenities.

.3 The Architect, in coordination with the Space Program, provide a preliminary Facilities Assessment of existing structure and systems. The facilities assessment will be a functional evaluation of the Owner's existing facilities. The evaluation will be based on available record drawings; documents and information provided by the Owner; a visual inspection of size, location and interrelation of available of vacated area; internal and external traffic patterns; vertical transportation systems.

.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall develop and prepare, for the Owner's approval, a Concept Design including Block Conceptual Plans showing sizes and locations of major departments, internal circulation patterns, services and vertical transportation systems, primary utilities.

.5 The Architect, in coordination with the Owner, will assist in preparing a Phasing Plan and Schedule for design and construction and for possible future expansion of major departments.

.6 The Architect shall provide sufficient supporting design studies, including the foregoing, to enable the Owner to make application to authorities having jurisdiction.

SECTION 3 PHASE 2 SERVICES

3.1 Phase 2 Services – General

Upon completion of the Phase 1 Services, Owner will determine whether it will proceed with the Project. If Owner determines that it is in its best interest to proceed, it will notify Architect/Engineer in writing to commence the Phase 2 Services.

Architect/Engineer shall create a work flow plan and schedule, including a phasing plan, for the performance of the Architect/Engineer's Phase 2 Services which will include allowances for periods of time required for the Owner's review and approval and for approval of submissions by authorities having jurisdiction over the Project. Architect/Engineer shall provide a copy of such work flow plan to Owner within 14 days after Architect/Engineer's receipt of written notice from Owner to commence the Phase 2 Services. The Architect/Engineer and Owner will not, except for reasonable cause, exceed time limits established by this schedule, as approved by Owner. Architect/Engineer and Owner will mutually agree upon a date for completion of the Phase 2 Services (the "Phase 2 Completion Date").

3.1.1 Intermediate Design Checklist

.1 During Phase 2, and prior to completion of the Design Development Phase, the Architect/Engineer will work with Owner's Program Manager and selected CM to prepare materials consistent with the Intermediate Design Checklist, Addendum 4, for the Owner. It is anticipated that the Project intermediate design will be completed in multiple phases, with the scope of each phase to be mutually agreed upon by Owner and Architect/Engineer.

3.1.2 Schematic Design Phase:

.1 Concurrently with the development of the Program Statement, the Architect/Engineer will proceed with the Schematic Design Phase of Phase 1 and the Program Statement will be adjusted as necessary to align with the Schematic Design. Upon completion of the Schematic Design, the Program Statement will be submitted to the Board of Regents of the University of Nebraska for approval.

.2 The Architect/Engineer is expected to examine existing conditions relevant to the Project and to comment on the accuracy of original drawings to the Owner. If changes to the original project record drawings are necessary, the Owner will either: 1) have the Architect/Engineer update the drawings as a reimbursable service, or 2) provide revised drawings to the Architect/Engineer.

.3 The Architect/Engineer will provide and review with the Owner alternative approaches to design and construction of the Project.

.4 Based upon the confirmed Program Statement, schedule, construction budget requirements, and any adjustments authorized by the Owner, the Architect/Engineer will prepare Schematic Design Documents consisting of drawings and/or sketches required by the Owner and other documents illustrating the scale and relationship of Project components including civil, landscape, architectural, structural, mechanical and electrical systems, materials and such other components as may be appropriate for approval by the Owner. At intervals appropriate to the progress of the Schematic

Design Phase and mutually agreeable to the Owner, and Architect/Engineer, the Architect/Engineer will provide schematic design studies for the Owner's review.

.5 The Architect/Engineer is required to provide a comparison of mechanical, electrical, and structural systems.

.6 The Architect/Engineer is required to provide a rendering.

.7 The Architect/Engineer will provide agency Consulting / Review Approval services related to governmental agencies, which have statutory or non-statutory impact on the Project in coordination with the Owner.

.8 The Architect/Engineer may be required to make presentations and provide services related to presentations, to the Owner and closely related groups, of the materials and studies prepared under this phase.

.9 The Architect/Engineer will provide to the Owner at intervals mutually agreeable to the Owner and Architect/Engineer, drawings and other documents which depict the current status of design for the Owner's review.

.10 The Owner and Architect/Engineer, and any third party estimator or construction manager, will jointly review the estimate and reconcile any cost estimate differences, with all parties concurring, before proceeding.

.11 Not used.

.12 At the completion of the Schematic Design Phase, the Architect/Engineer, in coordination with the Owner, will provide an electronic original, reproducible copy of an 8 1/2" x 11" booklet for the Owner's approval. The booklet will include the following:

- a. Background information to include: a list of personnel involved in the design; a general project description; and the project location.
- b. Narrative discussing the Project to include: a site analysis, and conceptual ideas as to the architectural (including historical preservation issues if applicable), interior design, civil, structural, mechanical, electrical, acoustical and landscape design of the Project.
- c. Narrative regarding energy considerations for the Project and conformance to the Owner's Sustainable Design Policy.
- d. Schematic drawings to include: a simplified site plan, simplified floor plans, elevations, and building cross sections. An electronic copy of the rendering will be included.
- e. Space comparison of areas by net assignable square feet and gross square feet with those in the Program Statement.
- f. Budget information to include: a project Construction Cost estimate (include the basis from which cost estimates are made) with a comparison to the Project Budget in the Program Statement; building efficiency; unit cost data; fiscal impact, funding information and a monthly cash flow of the total project cost with Owner assistance and approval.
- g. Project timeline to include significant milestones.
- h. Preliminary narrative outline specifications including specification divisions 2 through 49.
- i. Preliminary code review statement and related floor plan in a format acceptable to the Owner.

.13 After the Owner's approval of Schematic Design documents, the Architect/Engineer will submit an electronic copy of all floor plans to the Owner's Representative for review of room numbers. The assigned room numbers will be used on all Project Documents requiring reference to room numbers.

3.1.3 Design Development Phase

The Architect/Engineer will prepare from the approved Schematic Design Documents and any adjustments authorized by the Owner, for review and approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to civil, landscape, architectural, structural, mechanical, and electrical systems, materials, and such other components as may be appropriate. At intervals mutually agreeable to the Owner and Architect/Engineer, the Architect/Engineer will provide drawings and other documents for the Owner's review which depict the current status of design development.

- .1 Not used.
- .2 The Architect/Engineer is required to provide a survey of existing mechanical and electrical systems.
- .3 The Architect/Engineer is required to provide a re-evaluation and comparison of mechanical, electrical and structural systems determined in the Schematic Design Phase if so requested by the Owner.
- .4 The Architect/Engineer will perform interior design services for selection of items specified by the Architect/Engineer, which will include the preparation of interior design boards to be provided to the Owner for approval.
- .5 The Architect/Engineer is required to update color renderings to reflect changes in design development.
- .6 The Architect/Engineer is required to provide study model(s).
- .7 Not used.
8. At the completion of the Design Development Phase, the Architect/Engineer, in coordination with the Owner, will provide the following for the Owner's approval, along with other deliverables mutually agreed upon by Owner and Architect/Engineer.
 - .a Refinement of documents provided in the Intermediate Design Checklist.
 - .b A summary of the Project that includes: a site analysis (at both the macro and micro scale), architectural (including historical preservation issues if applicable), interior design, civil, structural, mechanical, electrical, including communications and security systems, acoustical, sustainable design and landscaping considerations. With these considerations as a basis for selection, include a description of the systems and materials. If there are any major discrepancies between Design Development and the Program Statement, include explanations thereof.
 - .c An account of what has been done to assure conformance with the Owner's Sustainable Design Policy and Narrative regarding energy conservation to include: mechanical and electrical systems in addition to the building envelope. Provide an energy analysis showing the Project's conformance to the Nebraska Energy Code current during the design process.
 - .d Design Development drawings to include: a site plan, floor plans, elevations, and descriptive building cross sections.
 - .e Space comparison of areas by net assignable square feet and gross square feet with those in the Intermediate Design Checklist.

- .f Project time line to include significant milestones.
 - .g Refined Outline Specifications.
 - .h Developed building code review statement and related floor plan in a format acceptable to the Owner.
 - .i Electronic versions of all documents.
- .9 The Architect/Engineer, at completion of the Design Development Phase, will provide a furniture layout plan and seating plans, subject to approval by the Owner and based on existing furniture inventory as provided by the Owner and/or new furniture where necessary, and as developed in coordination with the Owner's Representative.

3.1.4 Construction Documents Phase

The Architect/Engineer will prepare from the approved Design Development Documents and any further adjustments authorized by the Owner, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the base bid, and Architect /Engineer-initiated alternate bids, if any, for the construction of the Project. At intervals mutually agreeable to the Owner and Architect/Engineer, the Architect/Engineer will provide Drawings and Specifications for the Owner's review and approval.

- .1 The architectural portion of the Construction Documents and general Construction Document coordination will be completed solely by the Architect/Engineer, and not by any Architect/Engineer's sub-consultant.
- .2 The Architect/Engineer will perform interior design services for color selection of items specified by the Architect/Engineer, which will include the preparation of color boards to be provided to the Owner for approval. The Architect/Engineer will provide interior design services, including color selections for building finishes, required for or in connection with the selection, procurement, or installation of furniture, furnishings, signage, graphics, and related equipment as directed by the Owner.
- .3 The Architect/Engineer is required to provide a building or room identification signage system; provided, however, any signage or naming of particular areas will be at the discretion of Owner.
- .4 The Architect/Engineer will cooperate with the Owner on the development of a building or room identification signage system.
- .5 The Architect/Engineer is required to number rooms, corridors and other floor space configurations, on all contract documents, according to Owner's room identification system.
- .6 The Architect/Engineer is required to provide pathway and low voltage cable design services for a basic security system, excluding the specification of camera equipment, and telecommunications systems to be provided by the Owner.
- .7 The Architect/Engineer will cooperate with the Owner on the design of the security system.
- .8 The Architect/Engineer is required to provide services for a feasibility study of a long-range plan for utility services.
- .9 The Architect/Engineer will cooperate with the Owner on the design and development of utility services.

.10 The Architect/Engineer is required to provide services for separate contract documents for demolition or early site preparations and other packages as dictated by the procurement and construction strategy and schedule.

.11 At the request of Owner, the Architect/Engineer is required to provide services for obtaining bids for moveable equipment, as a supplemental service as defined in Section 1.1.2.

.12 The Architect/Engineer will cooperate with the Owner on the selection, purchase, and installation of movable equipment as needed to ensure a complete finished project.

.13 The Architect/Engineer will provide an electronic copy in Portable Document Format (.pdf) of the Construction Documents at 50 percent (50%), 95 percent (95%), and 100 percent (100%) completion for the Owner's review and use in printing.

.14 Upon completion of the Construction Document Phase, the Architect/Engineer will provide Construction Documents for the Owner's approval. The Architect/Engineer will include a completed building code review and floor plan in a format acceptable to the Owner.

.15 Not used.

.16 The Architect/Engineer will assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

.17 The Architect/Engineer will cooperate with the Owner to identify those items required for early order or delivery, if any, so that the Project is not delayed and will provide the necessary Drawings and Specifications required for separate bidding.

.18 The Architect/Engineer will assist the Owner in the preparation of the necessary bidding and/or proposal instructions and forms, the Conditions of the Contract and the form of Agreement between the Owner and the Contractor.

.19 Prior to bidding, the Architect/Engineer will submit in writing, and in a format agreeable to the Owner, that in their opinion, the Project has been designed in compliance with the State Building Construction Act; the Nebraska Building Energy Conservation Standard and the Owner's Sustainable Design Policy; the Nebraska Accessibility Guidelines; the State Fire Marshal's regulations and is in conformance with applicable federal, state and local laws, orders, regulations, standards, codes and ordinances as interpreted by the governing authority during the design process. The Architect/Engineer will submit in writing whether the project in their opinion conforms to the Americans with Disabilities Act (ADA) 2010 and, if not, what portions of the project do not conform to the ADA.

.20 The Architect/Engineer will provide the Owner with electronic versions of all contract documents upon completion of the Construction Documents Phase.

3.1.5 Bid Phase

The Architect/Engineer, following the Owner's approval of the Construction Documents and the estimate of Construction Costs, will assist the Owner and Contractor in obtaining bids or negotiated proposals and in awarding and preparing construction contracts. The Architect/Engineer will be present on the occasion of any pre-bid conference and bid opening for the Project. The Architect/Engineer in coordination with Owner, will respond to questions from bidders, and will issue addenda.

.1 The Architect/Engineer will provide to the Owner a set of electronic reproducible drawings and specifications for the Owner's use in printing and distribution.

.2 The Architect/Engineer will assist the Owner in evaluating the project bids.

.3 In the event that the lowest bona fide bid for the Work is in excess of the estimate of Construction Cost provided by the Architect/Engineer at the completion of the Construction Document Phase, the Owner may:

.a Give written approval of an increase in the previously approved estimate of Construction Cost; or

.b In conjunction with the Architect/Engineer, evaluate the project at no additional cost to the Owner, to determine if change orders can be initiated to allow the work to be accomplished within the estimate of the Construction Cost; or

.c Authorize re-bidding or renegotiating of the Project within a reasonable time; or

.d Cooperate with the Architect/Engineer who will revise the Project scope and/or Construction Documents, as directed by the Owner and at no additional cost to the Owner, on a timely basis so that bids or proposals may be received within the estimate of Construction Cost at the completion of the Construction Document Phase; or

.e Terminate this Agreement in accordance with Section 6, Article 6.3, and compensate the Architect/Engineer for services performed prior to termination, excluding Termination Expenses.

3.1.6 Construction Administration Phase

The Construction Administration Phase will commence with the award of the Construction Contract and will terminate one year after the date of Substantial Completion.

.1 The Architect/Engineer will provide administration of the Construction Contract as set forth in Section 3, Article 3.1.4 of this Agreement, and in the [General Conditions](#) of the Contract for Construction, current as of the date of this Agreement, and incorporated into this agreement by reference, unless otherwise provided in this agreement.

.2 The Architect/Engineer will advise and consult with the Owner during the Construction Administration Phase. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in this Agreement, and in the General and Supplementary Conditions specified above, unless otherwise modified in writing.

.3 A registered architect and/or registered engineer, or other similarly qualified bona fide employee of the Architect/Engineer approved in writing by the Owner, representing the Architect/Engineer will make not less than one visit to the project site each week with the Owner's Representative and will attend a **regular** construction progress meeting during the progress of construction with the Owner's Representative and the Contractor at a time mutually agreed upon between the Owner's Representative, the Contractor and the Architect/Engineer. On the basis of on-site observations, the Architect/Engineer will endeavor to guard the Owner against defects and deficiencies in the Work and will assist the Owner in obtaining faithful performance of the Contract Documents.

.4 The Architect/Engineer will not be responsible for and will not have control over or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The Architect/Engineer will not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer will not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Architect/Engineer will not be responsible for the performance by the Contractor of the services required by the Contractor's agreement with the Owner.

.5 The Architect/Engineer will at all times have access to the Work wherever it is in preparation or progress.

.6 The Architect/Engineer will not determine the amounts owing to the Contractor and will not issue Certificates for Payment.

.7 The Architect/Engineer will advise the Owner in matters relating to rejection of Work that does not generally conform to the Contract Documents in writing. Whenever the Architect/Engineer, in their reasonable opinion, considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, Architect/Engineer will advise the Owner to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

.8 The Architect/Engineer, concurrently with the Owner, will review required Shop Drawings, Product Data, Samples and other submissions of the Contractor for conformance with the design concept of the Work and for general compliance with the information given in the Contract Documents. On submittals in which the Owner and Architect/Engineer disagree, the Owner will have the final decision in regard to aesthetics, cost, or efficiency of the Work, products, materials or other submissions on the condition that it meets or exceeds the specification criteria in the Contract Documents.

.a The Architect/Engineer will then be responsible for furnishing one (1) reviewed and stamped copy to the Owner. All other copies will be returned to the Contractor.

.b The Architect/Engineer will then be responsible for furnishing reviewed and stamped copies to the Owner and to the Contractor through the Owners' Project Management System.

.9 The Architect/Engineer will prepare data for Change Proposal Requests and Construction Change Directives as required by the Owner. The Architect/Engineer will have access to all executed Change Orders and Construction Change Directives prepared by the Owner.

.10 The Architect/Engineer will assist the Owner and the Contractor in determining the date or dates of Substantial Completion and Final Completion. The Architect/Engineer will receive and review written guarantees and related documents assembled by the Contractor and assist in the preparation of a Certificate(s) of Substantial Completion.

.11 The Architect/Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. Interpretations and decisions of the Architect/Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in written or graphic form. The Architect/Engineer will make recommendations on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto in a timely manner.

.12 The Architect/Engineer will assist the Owner and Contractor in the preparation of a list of deficiencies, or a "punch list", to be attached to the Certificate(s) of Substantial Completion.

.13 The Architect/Engineer will assist in commissioning the building and instructing the Owner's operation and maintenance personnel in the initial "start-up" of mechanical, electrical, and special equipment systems.

3.1.7 Project Record Drawings

Project record drawings are the property of the Owner and approval/acceptance of final as-built drawings will be completed before final payment is made.

.1 The Architect/Engineer will deliver to the Owner one (1) complete reproducible set of the project record drawings, including all applicable disciplines, showing all work developed in the Architect/Engineer's office, plus all change orders, revisions, details, etc., recorded on the Project site by the Contractor and/or the Owner's Representative made during the period of construction.

The Contractor will be required to deliver to the Architect/Engineer one complete set of project drawings marked up with all changes that occurred during construction at the site and reflecting exactly how the project was constructed. The Architect/Engineer will be responsible for the accuracy of drawings developed in the Architect/Engineer's office. The Architect/Engineer will not be responsible for the changes at the site that are not provided by the Contractor.

.2 The Owner will review the as-built record drawings for completion, accuracy, and other requirements. The drawings will be returned to the Architect/Engineer for corrections, as necessary. The Architect/Engineer will make any corrections and deliver revised as-built drawings to the Owner.

.3 Upon Owner's final approval, the Architect/Engineer will provide one (1) complete set of appropriately labeled as-built drawings in:

.a An electronic copy of all project record drawings. The files will be in both PDF, CAD, and REVIT format. CAD files will include all support files required to display and plot the files in the same manner as their submittals. Include all drawings contained in the hard copy submittal necessary for replicating a complete document set. These files will include, but are not limited to, Linetypes, plot configuration/style table files, font files, raster images, other graphic files, etc. The requirement for electronic form projects record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections, mechanical & electrical systems, detail drawings, etc.

.b A Computer Aided Design and Drafting (CADD) copy of the project record drawings in electronic form, which consists of the format, organization, and type of drawings, as directed by the Owner, and as described in the current version of the Campus Design Guidelines. The requirement for electronic form project record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections and detail drawings. The electronic form of the project record drawings must be compatible with the Owner's Computer Aided Design and Drafting (CADD) system.

.c A scanned copy of project record drawings in electronic form, which consists of the format, organization, and type of drawings, as directed by the Owner, and as described in the current version of the Campus Design Guidelines. The requirement for electronic form project record drawings will consist of all information produced for the Construction Documents, including site and floor plans, major building elevations, cross-sections, minor cross-sections, and detail drawings.

The electronic form of the project record drawings must be compatible with the Owner's current (TIF) Archive Storage File System and submitted to the Owners' Project Management System.

3.1.8 Post Occupancy Inspection

.1 The Architect/Engineer or designee, the Owner's Representative and others as applicable who are involved in the Project will conduct a post-occupancy inspection in the period from ten to eleven months after the date(s) of Substantial Completion. Architect/Engineer will prepare a report detailing the findings of the post-occupancy inspection and provide electronic files to the Owner. The inspection will include:

.a Review of Warranties - Interview appropriate operating and maintenance personnel to evaluate the performance of and inspect materials, systems and equipment under warranty. Document defects or deficiencies and assist, as required, in administering corrective action by the Contractor.

**SECTION 4
COMPENSATION**

4.1 The Owner will compensate the Architect/Engineer in accordance with the Terms and Conditions of this Agreement.

4.1.1 Phase 1 Services

For Phase 1 Services, the Architect/Engineer's compensation shall be a lump sum amount of One Million One Hundred Thousand and 00/100 dollars (U.S.) (\$1,100,000.00) (the "Phase 1 Fee").

The Phase 1 Fee will be paid by Owner to Architect/Engineer within forty-five (45) days after receipt of a pay application from Architect/Engineer, submitted upon completion of the Phase 1 Services hereunder.

4.1.2 Phase 2 Services

For Phase 2 Services, the Architect/Engineer's compensation shall be a fee equal to eight percent (8.0%) of the Project Construction Cost (the "Phase 2 Fee"), and initially identified per estimated construction cost identified in Section 6.1

Construction Cost, used as basis for fee determination will not include Change Orders, compensation of the Architect/Engineer or the Architect/Engineer's consultants, the cost of land, rights-of-way, or other costs which are the responsibility of Owner. In addition, movable equipment, as well as all works of art, floor coverings, furniture and furnishings provided and installed by the Owner, unless designed by the Architect/Engineer, together with the cost of observation or construction furnished by the Owner, will be excluded from the Construction Cost in determining the Architect/Engineer's fee.

.1 Payments of the Phase 2 Fee will be made monthly in proportion to services performed so that the compensation at the completion of each Phase, will equal the following percentages of the total Compensation:

Schematic Design Phase	25%
Design Development Phase and Demolition Documents	45%
Construction Documents Phase	75%
Bid Phase	80%
Construction Administration Phase (At Substantial Completion)	98%
(Upon Completion of Project Record Drawings)	100%

.2 For Change Orders, compensation will be computed as follows:

- .a For design services in connection with Change Orders and Construction Change Directives that are not due to 1) negligent acts, professional errors, or omissions of the Architect/Engineer, or 2) value engineering, Architect/Engineer will receive compensation for Change Orders approved by the Owner as an Additional Service in an amount not to exceed twelve percent (12%) of the Change Order amount for changes under \$10,000, or an amount not to exceed ten percent (10%) of the Change Order amount for changes over \$10,000. Should any such design services not result in an increase in the Construction Costs, Owner will compensate Architect/Engineer for those efforts as supplemental services or a mutually agreeable fixed fee.

- .b In the event the cost of the Project will be increased by alterations and/or additions of any kind which will not require additional drawings, specifications, and/or observation from the Architect/Engineer, then no additional compensation will be due or payable to the Architect/Engineer.
 - .c Additional design services required for Change Orders or Construction Change Directives made after the written approval of the Construction Documents Phase, which are the result of the Architect/Engineer's negligent acts, professional errors or omissions, will be provided by the Architect/Engineer but will not be compensated for by the Owner.
- .3 The Owner and Architect/Engineer agree in accordance with the Terms and Conditions of this Agreement that if the scope of the Project is changed materially, through no fault of the Architect/Engineer, compensation will be subject to re-negotiation.

4.1.3 Supplemental Services

Compensation for supplemental services, as agreed to in writing by the Owner, will be computed as follows:

- .1 Principal's time will be computed at a fixed rate. For the purpose of this Agreement, the principals and their rate per hour as listed in Addendum 1.
- .2 Employee's time (other than Principals) will be computed at a fixed rate. For the purpose of this Agreement, the employee's functions and their rate per hour are as listed in Addendum 1.
- .3 Payments for Supplemental Services of the Architect/Engineer listed in Addendum 5 and for Reimbursable Expenses as defined in Section 4.1.4, will be made monthly upon presentation of the Architect/Engineer's Application and Certificate for Payment.

4.1.4 Reimbursable Expenses

Only the following Reimbursable Expenses are approved (amounts for reimbursement will be billed at direct cost):

- .1 Expense of transportation and living (not including Direct Salary Expense) approved by the Owner in writing when traveling from outside of Nebraska in connection with the Project.
- .2 Expense of additional professional liability insurance if required by the Owner.
- .3 If authorized in advance by the Owner in writing, expense of overtime work requiring higher than regular rates.
- .4 Direct Salary Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect/Engineer. This excludes the cost of their mandatory and customary benefits, such as statutory employee benefits, sick leave, holidays, vacations, pensions, retirement plus employment taxes, social security, Worker's Compensation disability and life insurance benefits, medical and similar benefits.
- .5 Reimbursable Expenses for Phase 1 Services shall in no event exceed Fifty Thousand and 00/100 dollars (U.S.) (\$50,000.00).
- .6 Prior to commencement of Phase 2 Services, Owner and Architect/Engineer shall mutually agree in writing upon a cap for Reimbursable Expenses for Phase 2 Services.

4.1.5 Payments Generally

- .1 No payment will be made to the Architect/Engineer until the Owner has received an Agreement in which the Terms of Execution are properly executed by the Architect/Engineer and a copy of the Owner's Certificate of Insurance Form which is properly completed and executed.
- .2 No portion of the Architect/Engineer's compensation will be withheld on account of penalty, liquidated damages, or other sums withheld from payment to Contractor, or on account of the cost of changes in the Work other than those for which the Architect/Engineer has been judged to be liable.
- .3 The Owner will make payment to the Architect/Engineer for services rendered within 45 days after receipt of the Architect/Engineer's Application for Payment.
- .4 Records of Reimbursable Expenses and expenses pertaining to Supplemental Services of the Project and for services performed on the basis of a Multiple of Direct Salary Expense will be kept on a generally recognized accounting basis and will be available to the Owner or the Owner's authorized representative at mutually convenient times.

SECTION 5 OWNER'S RESPONSIBILITIES

5.1 The Owner will perform as follows:

- .1 The Owner has engaged Rainwood Development Partners as Owner's Program Manager for the Project. The Owner or its Program Manager will examine documents submitted by the Architect/Engineer and will render decisions pertaining thereto in a reasonable time period, to avoid unreasonable delay in the progress of the Architect/Engineer's services.
- .2 It is the intent of the Owner to furnish to the Architect/Engineer full information for use in preparing plans. The services, information, surveys, and reports will be furnished at the Owner's expense, and the Architect/Engineer will be entitled to rely upon the accuracy and completeness thereof.
 - .a a complete Program Statement regarding its requirements for the Project.
 - .b the Facilities Development Plan, Space Guidelines and topographic and soil test data.
 - .c copies of original project record drawings showing the existing building and any alterations made. The drawings are not represented as being complete or up-to-date and may require information that would be obtained by measurement and observation at the site.
 - .d a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. All the information on the survey will be referenced to a project benchmark.
- .3 The Owner will assist the Architect/Engineer in determining special and technical equipment needs.
- .4 The Owner will assist the Architect/Engineer in determining the location and size of all utilities serving the project site.

.5 The Owner will furnish information required of it as expeditiously as necessary for the orderly progress of the Work.

.6 The Owner will furnish for itself such legal, accounting, and insurance counseling services as may be necessary for the Project and such auditing services as it may require to ascertain how or for what purposes the Contractor has used the money paid to them under the Construction Contract.

.7 The Owner will contract separately for the removal of asbestos, and if having knowledge of the presence of asbestos, will so advise the Architect/Engineer.

.8 If the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it will give prompt verbal notice followed by written notice thereof to the Architect/Engineer.

.9 The Owner will determine the amounts owing to the Contractor based on observation at the site and on evaluation of the Contractor's Application for Payment.

.10 The Owner will furnish the Architect/Engineer copies of written communication with the Contractor.

.11 The Owner will furnish for itself, a Special Inspector, as defined in the applicable Building Code, representing the Owner, who shall provide inspections during construction on types of work listed and in the manner described in the Building Code.

.12 The Owner will provide a Project Representative at the Project site who will complete inspections and construction observation services. Written reports will be made available to the Architect/Engineer.

SECTION 6 OTHER TERMS

6.1 Construction Cost

.1 Estimates of Construction Cost prepared by others. It is recognized, however, that neither the Architect/Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions.

.2 Construction Cost does not include the compensation of the Architect/Engineer and the Architect/Engineer's consultants, the cost of land, rights-of-way, financing, or other costs which are the responsibility of the Owner as provided in Section 5.

.3 Construction Cost will be determined as follows, with precedence in the order listed:

.a In the event the project is constructed, the Construction Cost for Completed Construction will be the Contract Sum(s) approved in the Construction Contract(s) (excluding any Owner initiated alternate bid(s) accepted). If the Construction Cost is less than the Architect/Engineer estimated Construction Cost at the time of bid, the Construction Cost will be defined as the lowest, responsible Base Bid received at bid. If the Construction Cost at the time of bid exceeds the Architect/Engineer estimated Construction Cost prior to bid, the Construction Cost will be defined as the Architect/Engineer estimated Construction Cost prior to bid.

.b In the event the project is not constructed, the Construction Cost for Work Not Constructed, will be, (1) the lowest bona fide responsible Base Bid(s) accepted by the Owner including any Architect/Engineer initiated alternate bid(s) accepted from a qualified bidder(s) for any or all such

Work, or (2) if the Work is not bid, then the Construction Cost will be the Construction Cost stated in the last Owner approved written Construction Cost estimate.

6.2 Change Orders and Construction Change Directives.

Design Services in connection with a Change Order or Construction Change Directive will be determined to be the result of the Architect/ Engineer's negligent acts, professional errors or omissions if the Owner and the Architect/Engineer mutually consent to such a determination. Should the Owner and the Architect/Engineer fail to reach such an agreement after good faith negotiation, the Owner and the Architect/Engineer will choose a third party mutually agreeable to each to provide non-binding mediation services with respect to any individual or group of Change Orders or Construction Change Directives. If the Owner and the Architect/Engineer are unable to agree upon a mediator, each will choose an independent party and those independent parties will choose a mediator. The Owner and the Architect/Engineer will participate in the mediation process in a good faith attempt to reach a mutually acceptable solution. The mediator will direct the mediation process including selection of a forum, informal discovery, and any other procedures that may suit the situation. The mediator will provide the parties with a written determination of the decision. The costs of mediation services will be shared equally between the Owner and the Architect/Engineer, unless the mediator finds that a party's position was not substantially justified or the party engaged in conduct which unduly and unreasonably protracted the final resolution of the matter in controversy, in which case such party may bear a higher portion or all of the costs. Other than as set out herein, this paragraph will not act as a waiver of any rights or remedies the parties may have, either by contract or by operation of law.

6.3 Termination, Suspension or Abandonment.

.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

.2 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect/Engineer will be compensated for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in this Section 6, Article 6.3.5 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, this Agreement will be subject to renegotiations.

.3 If the Project is suspended for more than two years, said determination of suspension to be made by the Owner in good faith, then upon written notice given to the Architect/Engineer by the Owner, this Agreement will terminate, and any outstanding obligations remaining under this Agreement on the part of either the Owner or the Architect/Engineer will be deemed satisfactory.

.4 In the event of termination due to the fault of parties other than the Architect/Engineer, the Architect/Engineer will be compensated for services performed to termination date, including Reimbursable Expenses then due and all Termination Expenses as defined in this Section 6, Article 6.3.5.

.5 Termination Expenses are in addition to compensation for Services and include expenses directly attributable to termination. Termination Expenses will be computed as a percentage of the total compensated for Services earned to the time of termination, as follows:

If termination occurs prior to commencement of Phase 2, there shall be no Termination Expenses and Architect/Engineer shall only be entitled to a pro-rata share of the Phase 1 Fee based on the percentage of the Phase 1 Services that have been completed.

If termination occurs during the Design Development Phase of Phase 2, Architect/Engineer shall be entitled to Termination Expenses equal to Ten percent (10%) of the Phase 2 Fee earned as of the date of termination; or

If termination occurs during the Construction Documents or Bid Phases of Phase 2, Architect/Engineer shall be entitled to Termination Expenses equal to Five percent (5%) of the Phase 2 Fee earned as of the date of termination; or

If termination occurs at any time after the Bid Phase of Phase 2, Architect/Engineer shall not be entitled to Termination Expenses.

.6 The Architect/Engineer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from award or making of this Agreement. Upon violation of this Section 6, Article 6.3.6, the Owner will have the right to terminate this Agreement without liability and, at Owner's discretion, to deduct from the Architect/Engineer's fee, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

6.4 Ownership of Documents

.1 The Program Statement, Design Data Document, Project Documents and Record Drawings and all other deliverables under this Agreement are the property of the Owner whether the Project for which they are made is executed or not. The use or reuse of the Drawings and Specifications by the Owner or others without the written consent of the Architect/Engineer will be at the Owner's sole risk and without liability to the Architect/Engineer.

.2 The Architect/Engineer, in coordination with the Owner, will have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect/Engineer's promotional and professional materials. The Architect/Engineer's materials will not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect/Engineer of specific confidential or proprietary information. The Owner will assist the Architect/Engineer in obtaining professional credit for the Architect/Engineer on the construction sign, if any. In Owner produced promotional materials for the Project, the Architect/Engineer will obtain professional credit when applicable.

6.5 Insurance

The Architect/Engineer will purchase and maintain during the life of the Agreement, the minimum coverage specified in the preparation instructions of the Owner's Certificate of Insurance, [UNFP 6.3.1.1.3](#). The Architect/Engineer may secure higher limits of protection, but the Owner will not reimburse any associated cost. Unless otherwise stated, the Architect/Engineer will secure insurance coverage for the following:

.1 General Liability – The insurance policy will be written on an "Occurrence Coverage Form" and be accompanied by an endorsement stating that, the General Aggregate Limit under Limits of Insurance applies separately to each of the Architect/Engineer's projects away from premises owned by or rented to the Architect/Engineer and must be so stated on the Certificate. The coverage must include medical payments for bodily injury caused by an accident occurring in the "coverage territory." Each such policy of comprehensive general liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.

.2 Architect/Engineer's Professional Liability

- .a The Architect/Engineer's Professional Liability insurance will provide coverage for claims and expenses arising out of liability for negligent acts, professional errors or omissions on the part of the Architect/Engineer or the Architect/Engineer's agents, employees and staff. The policy form may be on a "claims made" coverage basis. Unless additional coverage is required as explained below, the cost of professional liability insurance is not a reimbursable expense. Each such policy of professional liability insurance shall be kept in force for a period of at least two (2) years after the date of substantial completion of a Project.
- .b The Owner may require additional professional liability insurance coverage that will apply separately to each job location. The Owner will specify the duration and amount of separate insurance coverage required. When separate insurance is required the full amount of the Architect/Engineer's professional liability coverage limit stated on the Certificate of Insurance will apply only to the work performed in accordance with this Agreement. The Owner will negotiate with the Architect/Engineer a reimbursement for the cost of the separate professional liability insurance required.
- .3 Automobile Liability – Coverage may be in the form of Combined Single Limit or individually stated limits. Each such policy of comprehensive automobile liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .4 Excess Liability – A policy will, as a minimum, include the same coverage provided in the primary coverage. Excess liability may extend coverages for General, Professional and Automobile Liability policies. A combination of excess and primary coverage may be used to meet the limits of coverage. Each such policy of excess liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .5 Workers' Compensation – The Architect/Engineer and Contractor will maintain workers compensation insurance as required by the Statutes of the State of Nebraska for the full duration of this Agreement. Each such policy of workers' compensation insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .6 Employers Liability – The Insurer will provide coverage for the amount stated in including all states endorsement, in the minimum amount that is equal to or greater than the Nebraska Statutory Limits. Each such policy of employers' liability insurance shall be kept in force until the date of formal written acceptance of the construction work on a Project by the Architect/Engineer and the Owner.
- .7 Policy Cancellation or Termination – The Architect/Engineer must have its insurance company issue an endorsement to their policy(ies) stating that ten days' notice will be given to the Architect /Engineer before cancellation or termination or when, for whatever reason, the aggregate of any policy has been consumed. The Architect/Engineer will immediately notify the Owner of the change in coverage upon receipt of notification.
- .8 Certificate of Insurance – Before beginning operations under and throughout the life of this Agreement, the Architect/Engineer will furnish the Owner a Certificate of Insurance showing the issuance of insurance in limits as specified in the Certificate of Insurance Preparation Instructions, by licensed companies acceptable to Owner. All such certificates will be submitted on a University Standard Form, [UNFP 6.3.1.1.2](#) or an ACORD form.

6.6 Equal Employment Opportunity

- .1 During the performance of this Agreement, the Architect/Engineer agrees to comply with the Nebraska Fair Employment Practice Act.

- .2 The Architect/Engineer and any sub-consultant(s) of the Architect/Engineer will comply with the Nebraska Fair Employment Practice Act and any breach of this provision will be regarded as a material breach of this Agreement.
- .3 The Architect/Engineer will insert the following provision in all consulting agreements for services to be performed for this Project:
"The Nebraska Fair Employment Practice Act prohibits the Owner and anyone directly employed by the Owner from discriminating against any employee or applicant for employment to be employed in performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her race, color, religion, sex, disability, marital status or national origin."

6.7 Successors and Assigns

The Architect/Engineer and Owner each bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect/Engineer will assign, sublet or transfer their interest in this Agreement without the written consent of the other.

6.8 Extent of Agreement

- .1 This Agreement represents the entire and integrated agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations or agreements, either written or oral for this Project.
- .2 This Agreement may be amended only by written instrument signed by both the Owner and Architect/Engineer.
- .3 No waiver of any of the conditions or provisions of this Agreement will be implied; and no waiver expressed in writing will affect any provision or condition of this Agreement other than the particular one specified in such a written waiver, and that particular one only for the time and in the manner specifically stated in the written waiver.
- .4 Terms in this Agreement will have the same meaning as those in the Owner's [General Conditions](#), and the Owner's Supplementary Conditions of the Contract for Construction, current as of the date of this Agreement.
- .5 Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect/Engineer.

6.9 Governing Laws and Severability

- .1 This Agreement will be governed by and construed according to the laws of the State of Nebraska. Any dispute arising under the Agreement, which is not settled by agreement of the parties, shall be resolved in forums (except for applicable federal appellate courts) located in the State of Nebraska.
- .2 In the event that any provision of this Agreement, not essential to its overall purpose, will be found or declared illegal for any reason, the balance of the Agreement will nevertheless be severable and remain enforceable.

6.10 Certification

The Architect/Engineer certifies that the wage rates and other factual unit costs supporting compensation for professional services set forth in this Agreement are accurate, complete and current at the time of the signing of this Agreement.

6.11 Indemnification

Architect/Engineer shall indemnify, and save harmless, Owner and its respective officers, agents and employees, from and against any and all liabilities, and losses whatsoever, including without limitation, costs and expenses, in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the negligent or wrongful performance of the Agreement, except for that liability and loss, arising from the acts or omissions, of Owner or its agents. With respect to anything provided to Owner by Architect/Engineer, Architect/Engineer shall indemnify Owner and its respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and use of such by Owner.

6.12 General Conditions

.1 *Force Majeure.* Neither party shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as a influenza pandemic) which in the judgment of Owner poses a serious threat to the public health. In the case of any such excusable delay, the non-performing party will be excused from performance of any affected obligation only for so long as the cause of the excusable delay prevails and such party continues to use commercially reasonable efforts to re-commence performance of its obligations as soon as possible; provided however, that the parties may mutually agree that such excusable delay is cause to cancel the Agreement in its entirety, in which case neither party shall be liable to the other for any further performance in relation obligations arising after cancellation.

.2 *Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska Policies.* This Agreement must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by Architect/Engineer, such as the Gramm Leach Bliley Act implemented at the University of Nebraska by Presidential Executive Memorandum No. 26 which requires specific vendor contract provisions; and all other applicable policies of the University of Nebraska. Architect/Engineer agrees to indemnify Owner against any loss, cost, liability, or damage by reason of Architect/Engineer's violation of any applicable law or regulation. Architect/Engineer must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Agreement term or any renewal thereof. Architect/Engineer shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Architect/Engineer's business.

.3 *Sexual Harassment.* State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the University community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. Architect/Engineer and all subcontractors and consultants for this Project are required to exercise control over their employees so as to prohibit acts of sexual harassment of University employees, students and other members of the University community. The employer of

any person who, in its reasonable judgment, determines has committed an act of sexual harassment agrees as a term and condition of any contract awarded hereunder to cause such person to be removed from the project site and from Owner's premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

.4 *Drug Free Workplace.* Architect/Engineer agrees that in the performance of this Agreement, neither Architect/Engineer nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. Owner reserves the right to request a copy of Architect/Engineer's Drug Free Workplace Policy. Architect/Engineer further agrees to insert a provision similar to this statement in all subcontracts or services hereunder.

.5 *Weapons Policy.* Possession of dangerous weapons (concealed or unconcealed) on University property, on the work site, in University vehicles, or in personal vehicles when on University property shall be a violation of Owner's policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by Owner, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should the Owner in its reasonable judgment, determine that Architect/Engineer, or its employee or agent, has committed an act in violation of this policy, the Architect/Engineer agrees as a term and condition of the Agreement, to cause such person and weapon, to be removed from the project site, and from the Owner's premises, and to take such other action as may be reasonably necessary, to ensure compliance with this weapons policy.

.6 *Equal Opportunity in Procurement and Contracts.* The University of Nebraska recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University of Nebraska assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska. Accordingly, the University of Nebraska reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged, and women owned business enterprises in all aspects of the University of Nebraska's procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and license agreements. It is also the University of Nebraska's policy that any person or business seeking the opportunity to do business with the University of Nebraska shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status. The University of Nebraska conducts its procurement and contracting activities in a manner designed to prevent unlawful discrimination. University of Nebraska policies are consistent with applicable state and federal laws and regulations prohibiting unlawful discrimination.

.7 *Proprietary Information; Confidential Employee Information; HIPAA; FERPA.* It is to be expected that the parties to the Agreement may find it necessary to reveal certain proprietary information to each other. The Agreement may, when proprietary information is exchanged, include certain provisions to mutually protect against the use and disclosure of the proprietary information of each party. In the unusual circumstance that the Agreement should result in the sharing of employee information protected by the law or University of Nebraska policy, information protected by the Health Insurance Portability and Accountability Act, information protected by the Family Educational Rights and Privacy Act of 1974, or any other information deemed confidential and protected by the law, the parties to the Agreement agree to maintain the confidentiality of such information to the extent and manner required by the law and University policy.

.8 *Legislative Funding Out Clause.* Notwithstanding any provision in the Agreement to the contrary, if the legislative body appropriating funds, does not allocate sufficient funds to allow Owner to make any periodic payment agreed to in the Agreement for any future fiscal period,

Owner will not be obligated to pay the Agreement balance remaining at the time of the governmental funding short-fall.

.9 *Parking.* Owner shall not be responsible for providing parking for Architect/Engineer's parking needs. Architect and/or its employees and agents will be solely responsible for any fines resulting from parking violations occurring on Owner's property. It is recommended that Architect/Engineer and any temporary employees contact the Parking and Transit Services at: **UNL:** 625 Stadium Drive, Suite A, Lincoln, Nebraska, Telephone (402) 472-1800, to obtain information regarding parking and to obtain permits.

.10 *Building Rules and Regulations; Tobacco Use.* Employees of Architect-Engineer and any subcontractors and consultants shall comply with all University rules and regulations pertaining to conduct in Owner's facilities. Owner reserves the right to request the removal or replacement of Architect/Engineer or subcontractor/consultant employee who fails to comply with such rules and regulations. All Buildings, Property and University owned vehicles are tobacco-free. Use of tobacco products is not permitted in or on any Owner Facility/Property. Architect/Engineer is expected to respect this tobacco-free policy and fully comply with it.

.11 *Use of Premises.* To the extent that the Agreement requires Architect/Engineer or its employees or agents to be present on or within Owner's properties, then Architect/Engineer shall limit its presence and activities to such areas as are reasonably necessary in order to perform under the Agreement. Architect/Engineer shall take such precautions as are required to avoid damage to buildings, facilities, utilities, ground resources, trees and landscape amenities, and other properties adjacent to Architect/Engineer's activities within the scope of the Agreement and agrees to be responsible and/or carry out any repairs for which it is liable, as a result of its performance under the Agreement.

.12 *Ambiguities.* Should Architect/Engineer perceive an ambiguity in the Agreement or any contract documents, Architect/Engineer shall request an interpretation from Owner before proceeding. If Architect/Engineer fails to make such a request, failure to perform with respect to the alleged ambiguity shall not be excused.

.13 *Identification.* Architect/Engineer shall cause each of its employees or any person acting on behalf of the Architect/Engineer, while providing services to Owner under this Agreement and working on Owner's property, to carry identification, with photo, showing that the individual is an employee or person acting on behalf of the Architect/Engineer. A badge worn outside of clothing is appropriate for this purpose. Such identification shall be produced upon request of any Owner representative, in order to confirm that the Architect/Engineer's representative is authorized to be present on Owner's property and/or performing as authorized by the Agreement. Whereas campus security is of utmost importance, failure of any Architect/Engineer representative to produce the requisite identification upon request, shall be a material breach of the Agreement and shall be cause, at the discretion of Owner, for immediate termination of the Agreement. For those who commonly wear a work uniform, such uniform shall be worn while providing the services related to this Agreement in order that Owner may quickly and clearly identify Architect/Engineer's service representatives when necessary. A uniform, however, does not take the place of a photo identification badge.

.14 *Legal Relationship.* Architect/Engineer shall under no circumstances be considered as an agent or employee of Owner and shall have no right or authority to, in any manner, obligate Owner to any person or company except as authorized in writing by Owner.

.15 *Improper Business Relationships and Conflict of Interest Prohibited.* In connection with this Agreement, Architect/Engineer shall ensure that no improper, unethical, or illegal relationships, or conflict of interest exists between or among Architect/Engineer, the University and any staff and faculty, and any other party to this Agreement. Owner reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to

decide whether or not cancellation of award shall result. Such cancellation shall be at no fault or liability whatsoever to Owner.

.16 *Debarment.* Architect/Engineer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (Agreement), by any governmental department or agency. If Architect/Engineer cannot certify this statement, submit a written explanation for review by Owner.

.17 ***Equal Opportunity.*** Client 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.

.18 *Use of Name or Intellectual Property.* Architect/Engineer, Subcontractors and Consultants will not use the name or any intellectual property of Owner, including, but not limited to, any Owner trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of Owner. Architect/Engineer, Subcontractors, and Consultants will not use Owner'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 Architect/Engineer's, Subcontractor's, and Consultant's business.

.19 *Taxpayer Transparency Act.* Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01, as may be amended), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Architect/Engineer to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. § 84-712.05(3) at the time of execution. In addition, Architect/Engineer agrees to defend any challenge to such redactions at its own expense

Terms of Execution

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

HDR ARCHITECTURE, INC.

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

Signature

Signature

Printed Name

Printed Name

Title

Title

CERTIFIED COPY OF RESOLUTION

BE IT RESOLVED, that the following named individuals, and each of them, are hereby authorized as employees of <<Legal Name of Company>> to execute in its behalf all contracts, agreements and releases which they, in their discretion, approve, each such employee being separately and independently authorized to so act without the concurrence or joinder in such action by and of the other named employees (List individual name(s) below):

BE IT FURTHER RESOLVED, that any such contract, agreement or release executed by any of the above-name employees in the name of <<Legal Name of Company>> should be considered a contract, agreement, or release of <<Legal Name of Company>> and shall be binding upon it.

BE IT FURTHER RESOLVED, that any similar authority heretofore granted by the Board of Directors of the Company to employees other than those named above be and hereby is terminated as of this date, and the authority granted above shall commence this date and shall continue until revoked by resolution of the Board of Directors.

I hereby certify that I am Secretary of <<Legal Name of Company>>, that as such I have access to the books and records of the Corporation; that the foregoing is an excerpt from the minutes of the Board of Directors' Meeting of <<Legal Name of Company>> a <<State>> Corporation, held on the _____ day of _____, 20____, a quorum being present; and that no action has been taken by the Board of Directors of said Corporation since said date that would have effect of changing or altering the authority granted therein.

Secretary of the Corporation

Signature

Printed Name

Date

Corporation

Addendum 1
Direct Salary Expense

Hourly Rates for Additional Services: Time shall be computed at a fixed rate. For the purpose of this Agreement, the rates per hour are as follows:

[to be completed by Architect/Engineer]

Addendum 2
Project Team, Consultant Profile and Schedule

[to be completed by Architect/Engineer]

Project Team:

Principal*

Manager

Architect

Structural Engineer

Electrical Engineer

Civil Engineer

Cost Estimation*

Construction Administration*

* Required Roles

Consultant Profiles:

Phase 1 Schedule:

Programming

Schematic Design

Phase 2 Schedule:

Design Development

Contract Documents

Bidding

Construction Administration

Final Deliverables due to the Owner

**Addendum 3
Certificate of Insurance**

[to be provided by Architect/Engineer]

Addendum 4 Intermediate Design Checklist

General Information

- Determine the project design and construction schedule
- Determine the project budget with analysis of building efficiency, unit cost data, and projected monthly cash flow.
- Reconcile (align) budget with scope
- Develop building code review and provide list of issues for the project to address
- Develop cost estimate in CSI format, by system
- Conduct Expectations Work Session (optional)
- Outline a Community Outreach Plan (optional)
- Present Schematic Design to User/Technical Groups
- Determine the mechanical, electrical, plumbing and fire protection systems
- Develop sustainability components
- Determine the site design
- Determine the building design
- Code preliminary reviews

Site

- Draft of Site Logistics Plan
- Site Development Plan (include bike & pedestrian circulation; connective elements; fire equipment access; landscape & hardscape plans; paving and parking requirements; grading plan, existing utilities locations; off-site and on-site utility loads and connection points; property lines; setbacks; project boundaries; draft SWPPP plan; Site Logistics Plan [outline included]; tree protection plan)
- Original site drawings

- Site access & materials delivery*
- Lay down area*
- Crane location(s)*
- Security/Safety requirements*
- Site preservation*
- Traffic re-routing (vehicular and pedestrian) *
- Mitigation of environmental pollution, dust, noise, etc.*
- Site boundaries*
- Delivery access*
- Emergency vehicle access*
- Bicycle and pedestrian access and flow*
- Campus parking*
- Construction parking*
- Fencing location*
- Trailer location(s)*
- Temporary services*
- Signage plan*

*CM/DB Delivery Method requires these also.

Addendum 4 - Continued Intermediate Design Checklist

Plans

- Preliminary building plans, sections, elevations
- ADA accessibility
- Hazardous chemical zones
- Study models, perspective sketches, electronic modeling or combinations of these media (specify)
- Concept designs (size, type and general location) for major building systems
- Building structure, configuration and construction materials
- Structural framing system and shear wall locations
- Major design features explored and refined
- Egress and exiting
- Preliminary furniture plan
- Preliminary lab equipment plan
- Reflected ceiling plans of major spaces
- Casework Design
- Occupancy separations and rated wall locations
- Vertical circulation locations and sizes
- Door locations and handing
- Specialty locations (whiteboards and screens)
- Card reader locations
- Security/CCTV locations
- Roof plans with roof pads and drains
- Preliminary lighting and power plans
- Mechanical single line plan
- Mechanical, Electrical, and Telecom Room layouts
- Overall dimensions and square footages
- Locate mechanical equipment
- Principal floor plans
- Fenestration and doors
- Utility main locations and entrances
- Cable tray locations

Elevations

- Roof system selections
- Exterior skin materials and colors
- Finish building grades
- Storm drainage solution
- Specialty structures (bridges, other buildings height and floor plan dimensions)

Sections

- Building Sections showing floor-to-floor heights, space relationships, and mechanical plenums
- Exterior wall sections

Addendum 4 - Continued Intermediate Design Checklist

Details

- Screening and sight lines
- Site retaining walls
- Site lighting requirements
- Color renderings
- Specialty walls (blast walls, dust barriers)

Project Manual

- Outline a commissioning strategy plan
- MEP FP systems outline and suggested equipment preferences (include MEP FP systems coordination with wall ratings; single line drawings for security, telecom/data, audio visual; vibration criteria; acoustic criteria; routing & racking strategy for process piping; cable tray locations; exiting)
- Preliminary Room finish schedule
- Signage/wayfinding narrative
- Fume hood and lab equipment inventory
- Sustainability components plan
- Soils testing and structural foundation system
- Systems to be commissioned and preliminary commissioning requirements and plan Peer Review Reports, if applicable
- Project schedule – design and construction durations (identify internal/user group design review times; peer review schedule; project phasing requirements; contingency times to redesign to resolve scope/budget issues; Board of Regents and CCPE approval dates)
- Total Project Cost estimate prepared by qualified professionals.
- Presentation for Business and Finance Committee following University Template and Board of Regents Report for Project Approval
- Develop outline specifications using current edition MasterFormat
- Space comparison of areas by net assignable square feet and gross square feet
- Project summary including: site analysis (macro and micro scale), interior design, mechanical, electrical including communications and security systems, acoustical and landscaping considerations.
- Energy analysis
- Preliminary Total Cost of Ownership analysis showing component selections that have opportunities for lower total life cycle costs.

Addendum 5 Supplemental Services

The below pre-approved services shall be provided by the ARCHITECT/ENGINEER (AE) and their consultants within the basic service fee without additional fee.

- 1) The AE will use the OWNER'S project management information system as the project document storage and process system.
- 2) The AE will provide, at the Owner's request, an independent detailed cost estimate for requested changes orders.
- 3) The AE will assist the OWNER with reviewing and analyzing detailed cost estimates of Construction Cost provided by the CM during the design phases and for contract amendments.
- 4) The AE will consult and communicate regularly with the CM and Owner regarding construction details, cost, schedule, and sequence of construction, completing Construction Documents that are consistent with and reasonably inferable from the details and assumptions made in the CM's Guaranteed Maximum Price (GMP) prior to releasing the Construction Documents for the CM's use in bidding and construction.
 - a. Difficult or complicated design elements and assemblies, particularly those with significant cost implications, will be identified early by the AE and given priority in communication with the CM and Owner, in the resolution of design and sequence of construction, and in the completion of construction document details.
 - b. The AE will not rely on construction document notes and/or field coordination during construction between design disciplines and/or subcontractors in the resolution of these design elements and assemblies except in instances when unknown conditions could not be ascertained by the AE in advance of construction, in concurrence with the CM and Owner.

The below pre-approved services may be provided by the ARCHITECT/ENGINEER (AE) and their consultants upon written request of OWNER in accordance with section 1.1.2.

- 1) The AE will conduct project workshops related to sustainability and provide a project design to achieve LEED Certification level with USGBC and other goals.
- 2) The AE will provide detailed information and costs on movable equipment and furniture.
- 3) Evaluation of Design Services - Interview appropriate user groups to evaluate the operational effectiveness of the planned spaces, and the operational effectiveness of systems and materials. Document both positive and negative aspects of the design and recommend possible solutions to the problems in the design of the Project and future projects of similar type.

TO: The Board of Regents Addendum XI-B-4
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Acquisition of property located at intersection of 41st Street and Leavenworth Street, Omaha currently owned by Community Alliance, Inc.

RECOMMENDED ACTION: Approval to acquire property at 4001 Leavenworth Street, 820 South 41st Street, 824 South 41st Street, 826 South 41st Street, 833 South 41st Street, Omaha and leaseback to seller, Community Alliance, Inc.

PREVIOUS ACTION: None

EXPLANATION: Per Regents' Policy 6.2.3(4)(d), acquisition of property valued at greater than \$250,000 shall be submitted to the Board of Regents for approval.

In anticipation of future campus development, UNMC desires to acquire from Community Alliance, Inc. real property located at 4001 Leavenworth Street, 820 South 41st Street, 824 South 41st Street, 826 South 41st Street, and 833 South 41st Street in Omaha. Seller requires a leaseback of the acquired property for a certain period to accommodate construction of its new space. Approximate term of leaseback is 15 months after close.

This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$5,200,000

SOURCE OF FUNDS: Campus Reserves

SPONSOR: Anne Barnes
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 2, 2023

TO: The Board of Regents Addendum XI-C-1
Executive Committee

MEETING DATE: April 7, 2023

SUBJECT: Amendment to Section 1.10 of the *Bylaws of the Board of Regents* relating to Code of Ethics

RECOMMENDED ACTION: Approve the proposed amendment to Section 1.10 of the *Bylaws of the Board of Regents* relating to Code of Ethics

PREVIOUS ACTION: February 10, 2023 – The proposed amendment to Section 1.10 of the *Bylaws of the Board of Regents* was presented for information only in accordance with the requirements of Section 1.11 of the *Bylaws*.

August 20, 1973 – The Board of Regents adopted the modern *Bylaws of the Board of Regents*.

EXPLANATION: As the Board of Regents and University administration have continued strengthening and implementing improvements to their Conflict of Interest and Conflict of Commitment policies and protocols, it was determined that Section 1.10 of the *Bylaws of the Board of Regents* duplicated policy language in the *Bylaws* and Regents' Policies relating to Conflicts of Interest and Commitment. Further, the Board of Regents seeks to have a clear Code of Ethics to communicate expectations regarding Board and employee conduct.

It is proposed that Section 1.10 of the *Bylaws of the Board of Regents* be amended as follows:

1.10 Code of Ethics.

In carrying out its educational, research, extension, and public service missions, the University relies on the ethical and responsible conduct of all employees and the members of the Board of Regents. Even the appearance of unethical or irresponsible conduct can be damaging to the public's trust in the University. The members of the Board and all University employees are expected to conduct themselves fairly, honestly, in good faith, and in accordance with the highest ethical and professional standards and to comply with applicable laws, regulations, contractual obligations, and University policies.

~~The activities of the Board and those of its employees shall be consistent with the principle that there shall be no conflict between the private interests of a public official or employee and his or her official duties.~~

~~1.10.1 **General Guidelines for the Board and Its Employees.** Each member of the Board and each employee shall conform to the following guidelines:~~

- ~~(a) — Inform himself or herself of conflict of interest perils and remain alert to them in his or her activities;~~
- ~~(b) — Make certain that no outside activities interfere with the discharge of University obligations;~~
- ~~(c) — Freely disclose outside activities to the University regarding situations that could involve, or be construed as, conflicts of interest;~~
- ~~(d) — Consult, in advance and whenever circumstances suggest it, with the appropriate officers of the Board or of the University on outside activities undertaken in the general field of individual competence;~~
- ~~(e) — Not have any substantial financial or personal interest in business transactions of the Corporation; and~~
- ~~(f) — Not grant or make available to any person any consideration, treatment, information, or favor beyond that which is general practice to grant or make available to the public at large.~~

SPONSOR: Stacia L. Palser
Vice President and General Counsel

RECOMMENDED: Timothy F. Clare, Chair
Board of Regents

DATE: March 23, 2023

D. REPORTS

1. Report on Memorandum of Understanding (MOU) establishing a collaborative 3+2 program between the Bachelor of Science (BS) of Applied Health Sciences at UNK and the Master of Public Health (MPH) at UNMC, Addendum XI-D-1
2. Report on expedited approval of Executive Graduate Certificate in Business in the College of Business Administration at UNO, Addendum XI-D-2
3. Report on expedited approval of Executive Graduate Certificate in Business Analytics in the College of Business Administration at UNO, Addendum XI-D-3
4. Report on expedited approval of Executive Graduate Certificate in Business Leadership in the College of Business Administration at UNO, Addendum XI-D-4
5. Report on renaming the Ph.D. in Health Services Research, Administration, and Policy to the Ph.D. in Health Services and Policy Research in the College of Public Health at UNMC, Addendum XI-D-5
6. Quarterly Personnel Report for October-December 2022, Addendum XI-D-6
7. Report on naming of three indoor tennis courts in the Sid and Hazel Dillon Tennis Center at UNL, Addendum XI-D-7
8. Intermediate Design Report on College of Dentistry Building Modernization Project at UNMC, Addendum XI-D-8
9. Report on Gifts, Grants, and Bequests, Addendum XI-D-9
10. Report on Bids and Contracts, Addendum XI-D-10
11. Semi-Annual Report on Technology Licenses, XI-D-11
12. Quarterly Report on Status of Capital Construction Projects, Addendum XI-D-12

TO: The Board of Regents Addendum XI-D-1
Academic Affairs Committee

MEETING DATE: April 7, 2023

SUBJECT: Memorandum of Understanding (MOU) establishing a collaborative 3+2 program between the Bachelor of Science (BS) of Applied Health Sciences at UNK and the Master of Public Health (MPH) at UNMC

RECOMMENDED ACTION: Report

EXPLANATION: UNK attracts a large pool of highly motivated students who enter the Applied Health Sciences undergraduate program with the goal of working toward a graduate and/or professional degree in a health-related discipline. The 3+2 program will provide motivated and qualified students an opportunity to complete their BS and MPH in a shorter time frame (5 years) and at a reduced cost (by only needing to take 141 credit hours) than completing both degrees separately.

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

PROGRAM COST: No additional cost; both degree programs already exist.

SPONSORS: Kristen L. Majocha, Senior Vice Chancellor for Academic Affairs
University of Nebraska-Kearney

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

Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

APPROVED: 
Walter E. Carter
President
University of Nebraska System

DATE: March 3, 2023



January 13, 2023

H. Dele Davies, MD
Senior Vice Chancellor, Academic Affairs
Dean, Graduate Studies
University of Nebraska Medical Center
987810 Nebraska Medical Center
Omaha, NE 68198-7810
dele.davies@unmc.edu

Dear Dr. Davies:

I have received the request for establishing a collaborative program between the Baccalaureate degree (BS) of Applied Health Sciences at the University of Nebraska at Kearney and the Master of Public Health (MPH) degree at the University of Nebraska Medical Center (UNMC). Based on the information provided, I understand this will fill a workforce need and will further strengthen and deepen existing collaborative relationships between UNMC and UNK.

I concur with this decision and that it be forwarded to the Board of Regents.

Sincerely,

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

Jeffrey P. Gold, M.D.
Chancellor



October 20, 2022

Jeffrey Gold
Chancellor, University of Nebraska Medical Center
Executive Vice President and Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear Provost Gold:

I am forwarding you the materials related to establishing a collaborative program between the Baccalaureate degree (BS) of Applied Health Sciences at University of Nebraska Kearney and the Master of Public Health (MPH) degree at the University of Nebraska Medical Center (UNMC). The primary purpose is to provide students at University of Nebraska Kearney with an option to complete the bachelor's degree and the MPH in five years (141 credit hours).

The proposed collaborative U2MPH degree program is an innovative program that fills a need in 21st century population health and responsive to the needs of students to graduate with degrees that ensure they are competitive in the workforce. The proposed collaborative U2MPH program will provide state-of-the-art training in the public health disciplines coupled with experiential and practical training opportunities. This will further strengthen and deepen existing collaborative relationships between UNMC and UNK, which is important in utilizing unique strengths of each campus and to develop nationally competitive educational programs.

We are providing a proposal, signed MOU, and letters of support for a bachelor's to Master of Public Health program plan developed in collaboration with our partners at the University of Nebraska Kearney. It has been a pleasure working with our partners at UNK on the development and we are looking forward to welcoming the students that will benefit from this program.

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
University of Nebraska Medical Center



October 17, 2022

RE: Collaborative Undergraduate & Professional Degree – UNK and UNMC, COPH

To whom it may concern:

I am pleased to provide a letter in support for the proposal for a collaborative undergraduate and professional degree program between the University of Nebraska Medical Center (UNMC) and the University of Nebraska Kearney (UNK) to be named the undergraduate studies to Master of Public Health program (U2MPH).

The partnership between the UNMC and UNK developed program is an opportunity for both institutions to appeal to a broader range of qualified applicants. With the joint program, we can offer innovative programs to meet the current and emerging healthcare needs and provide students with practical opportunities. With the U2MPH program we have the opportunity to provide high level education to motivated students and create the next generation of public health professionals.

In summary, I want to stress my support for this proposal. This collaboration has the potential to improve and save lives by educating our young professionals at an accelerated rate to create a new core of practitioners to enhance access to quality care throughout Nebraska.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ali S. Khan', with a stylized flourish extending to the right.

Ali S. Khan, MD, MPH, MBA
Assistant Surgeon General (ret.), USPHS
Dean and Professor
University of Nebraska Medical Center



October 14, 2022

Ms. Jessica Tschirren
Assistant Dean for Student Affairs
College of Public Health, UNMC

Dear Jessica,

This letter is in support of the Undergraduate to Master of Public Health 3+2 program (U2MPH), proposed by UNK in collaboration with UNMC College of Public Health. This program would provide the opportunity for undergraduate students at UNK to obtain a Bachelor of Science in Applied Health Science from UNK as well as a Master of Public Health from UNMC in 5 years.

The University of Nebraska Kearney attracts a large pool of qualified students who are highly motivated and who enter the undergraduate program with the goal of working toward a graduate and/or professional degree in a health-related discipline. The U2MPH program will provide motivated and qualified students an opportunity to complete their Bachelor of Science and Master of Public Health in a shorter time frame and at a reduced cost, rather than completing both degrees separately. The program will be viewed as an opportunity for qualified students and is appropriately associated with the goal for the University of Nebraska at Kearney and University of Nebraska Medical Center to retain the brightest students and serve the communities within the State of Nebraska.

The educational mission of UNMC is to *improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care, and outreach to underserved populations*. The mission of UNK is *a public, residential university committed to be one of the nation's premier undergraduate institutions with excellent graduate education, scholarship, and public service*. The proposed collaborative U2MPH program will provide state-of-the-art training in the public health disciplines coupled with experiential and practical training opportunities. This will further strengthen and deepen existing collaborative relationships between UNMC and UNK, which is important in utilizing unique strengths of each campus and to develop nationally competitive educational programs.

In conclusion, I fully support the proposed U2MPH program, not only will it benefit our students as well as the people of Nebraska, it also strengthens the important collaboration between UNK and UNMC.

Sincerely,

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

Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs



October 13, 2022

To: Jessica Tschirren, Assistant Dean for Student Affairs, UNMC College of Public Health

From: Paul Twigg, Interim Dean of the College of Arts and Sciences
University of Nebraska at Kearney

I am writing in support of the Undergraduate to Master of Public Health 3+2 program (U2MPH) proposed by UNK in collaboration with the College of Public Health at UNMC. This program would grant UNK undergraduate students the opportunity to earn both a B.S. in Applied Health Science from UNK and a Master of Public Health from UNMC in 5 years and 141 credit hours.

The U2MPH program takes advantage of unique existing collaborations between UNK and UNMC faculty and staff. UNK attracts a large number of motivated undergraduate students to the health sciences. I feel that many of these students will view this program as an attractive career-focused option saving both tuition dollars and time over completing both programs individually. The program fits into both the mission of UNMC to improve the health of Nebraska and the mission of UNK to serve as a premiere residential undergraduate institution with excellent graduate programs. It would provide UNK students a unique opportunity not afforded at other regional institutions and furnish Nebraska with health experts in an area of need.

UNK has both the excellent students and expertise necessary to get the U2MPH program off to a great start. Ms. Peggy Abels is the long-serving Director of our Health Sciences program and is expert in both recruiting and advising our students. She has spent her career building the relationships necessary with UNMC to make U2MPH a success. We have also invested in the success of this program by hiring Dr. R. Todd Bartee. Dr. Bartee has served UNK for many years but changed his position to the Biology Department in the Fall of 2022 with the mission of starting this program. He has deep expertise in this area and has led synergistic initiatives funded by the Center for Disease Control and other agencies.

I believe that Dr. Bartee, Ms. Abels, and their UNMC collaborators have done their due diligence in designing an appealing, timely, and impactful program that will benefit our students and the people of Nebraska. I fully support the proposed U2MPH program. It builds upon the vital collaboration of UNK and UNMC to invest in the health of all Nebraskans but especially those in rural areas. This will be program that we can be proud of and will show a tremendous return on investment for all of Nebraska.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Twigg", is written over a light blue circular stamp.

Dr. Paul Twigg

**PROPOSAL FOR A COLLABORATIVE UNDERGRADUATE AND PROFESSIONAL DEGREE
PROGRAM BETWEEN THE BACHELOR DEGREE AT UNIVERSITY OF NEBRASKA
KEARNEY AND MASTER OF PUBLIC HEALTH DEGREE AT THE UNIVERSITY OF
NEBRASKA MEDICAL CENTER**

**University of Nebraska Kearney
University of Nebraska Medical Center
College of Public Health**

Description

This proposal seeks to establish a collaborative program between the Baccalaureate degree (BS) of Applied Health Sciences at University of Nebraska Kearney and the Master of Public Health (MPH) degree at the University of Nebraska Medical Center (UNMC). The primary purpose is to provide students at University of Nebraska Kearney with an option to complete the bachelor's degree and the MPH in five years (141 credit hours). The collaborative program undergraduate to Master of Public Health program (U2MPH) is designed for dedicated undergraduate students who are motivated and willing to take on intensive study and opportunities related to professional level education.

Rationale

University of Nebraska Kearney attracts a large pool of qualified students who are highly motivated and who enter the undergraduate program with the goal of working toward a graduate and/or professional degree in health-related discipline. The U2MPH program will provide motivated and qualified students an opportunity to complete their BS and MPH in a shorter time frame and at a reduced cost than completing both degrees separately. The program will be viewed as an opportunity for qualified students, and it also fits well with the goal for University of Nebraska Kearney and the University of Nebraska Medical Center to retain the brightest students and serve the communities within the State of Nebraska.

Advantages of a U2MPH program include:

- The collaborative program permits coherent planning of studies through the baccalaureate degree and MPH professional degree.
- Academic advising covering the requirements of the baccalaureate and MPH programs as well as the longer-range goals of the MPH degree.
- Students will have the opportunity for earlier contact with the rigors of graduate study and with graduate faculty and students in this program.
- Enrolling in a combined Bachelor/MPH program can reduce the total time it takes to get both a bachelor's degree and an MPH degree
- Reduce costs of completing two degrees by applying one year's graduate course work towards completion of the baccalaureate degree.
- Gain the skills and knowledge needed to launch a public health career or pursue further academic study.
- Establishing a competitive edge by earning master's degree can increase earning potential and qualifications for more senior positions.

Centrality to Role and Mission

The educational mission of UNMC is to *improve the health of Nebraska through premier educational programs, innovative research, the highest quality patient care, and outreach to underserved populations*. The mission of UNK (University of Nebraska Kearney) is a *public, residential university committed to being one of the nation's premier undergraduate institutions with excellent graduate education, scholarship, and public service*. The proposed collaborative U2MPH program will provide state-of-the-art training in the public health disciplines coupled with experiential and practical training opportunities. This will further strengthen and deepen existing collaborative relationships between UNMC and UNK, which is important in utilizing unique strengths of each campus and to develop nationally competitive educational programs.

Program of Study

The program of study is guided by the curriculum standards established by UNK and the UNMC MPH Program (accredited by the Council on Education for Public Health). The collaborative program is a 141-credit hour undergraduate/professional option that allows eligible students to work toward completion of a baccalaureate and master's degree requirements at the same time. Students will gain the Master of Public Health degree in one of the following concentration areas: biostatistics, emergency preparedness, epidemiology, environmental and occupational health, health promotion, maternal and child health or public health administration and policy. Students interested in this option will work closely with their advisors to develop an integrated plan of study. A typical sequence of courses (plan of study) is provided in Appendix 1.

Plan of Study

Students will be assigned an advisor from UNK and from UNMC COPH (College of Public Health). In consultation with their advisors, students will be required to prepare a plan of study (see example in Appendix 1). The plan will cover the entire undergraduate and professional program and will be reviewed each semester with the student's advisors. A maximum of 21 MPH credits (of the required 42 graduate credits for the MPH degree) will be counted toward the UNK undergraduate degree.

Program Eligibility

Students are eligible to apply for a combined U2MPH program in Public Health if:

- They have completed at least 75-81 undergraduate credit hours and have a plan to have completed at least 99 undergraduate credits prior to the fall MPH program start;
- They have a 3.3 cumulative GPA (Grade Point Average) in all previous undergraduate work; and
- They have prerequisite training that will enable them to pursue the MPH concentration program selected.

Students must apply to the MPH graduate program, following the normal graduate admission process, and indicate on the application their desire to enter the combined U2MPH program. If a student is admitted to MPH program, then they become eligible to enroll in its combined U2MPH program.

Tuition charges

Students will pay UNK tuition rates for courses taken at UNK. Students will pay UNMC COPH tuition rates for all professional courses taken at UNMC, including those taken prior to graduating with their undergraduate degree. Students may need to take courses online, which has a different tuition rate from on-campus classes. Students enrolled in the U2MPH program are eligible to receive scholarships from UNK to apply towards undergraduate tuition at UNK and UNMC scholarship or assistantship to apply towards graduate tuition at UNMC.

Timeline of admission to the U2MPH program.

Students will be eligible to apply for admission to the U2MPH program once they have completed at least 81 undergraduate credits. Students will take courses in the MPH program in their senior year. Graduate level courses (21 credit hours) taken at the College of Public Health will count for undergraduate credit at UNK.

Admission Requirements and Procedures

Admission Requirements:

- Complete SOPHAS (Schools of Public Health Application Service)
- Students are required to have a 3.3 GPA at time of application and at 3.00 GPA at time of entry into graduate standing.
- Three letters of recommendation (minimum of 1 academic reference)
- Personal statement
- Resume
- Transcripts
- Prerequisite Courses
 - Students will have to meet any published concentration-based prerequisites.

Academic Standing

Students will have two GPA's – one for undergraduate at UNK and one for graduate at UNMC. Students are subject to academic standards at both levels.

A student who enrolls in a course must have completed all prerequisites indicated for the course prior to enrollment.

Description of Courses

The UNMC MPH courses are listed in Appendix 2. The detailed description of the offered courses and their objectives and requirements are available in the UNMC College of Public Health catalog.

Learning

Student learning will be assessed on a regular basis by standard methods of evaluation.

Adequacy of Resources

1. Faculty/Staff
The implementation of the U2MPH program will be accomplished by faculty and staff currently employed at UNK and the UNMC College of Public Health.
2. Program administration
UNMC COPH and UNK will jointly administer the program. The undergraduate curriculum will be approved and administered by the UNK. The MPH curriculum will be approved and administered by the COPH.

Standard UNK admissions and major selection policies will remain in place. Only students enrolled at UNK will be eligible for this program. The COPH faculty will be responsible for the student admission to the MPH program, including application review and determination for acceptance. Upon enrollment in the U2MPH program, student advising will be done by a UNK advisor for undergraduate and a UNMC COPH faculty for the graduate enrollment.

3. Physical Facilities
The program will use the currently existing facilities associated with UNK and the UNMC COPH.
4. Budget Projections
The implementation and maintenance of the program will incur little initial allocation and should be self-supporting through the generated tuition credits.
5. Number of students
The program is projected to admit up to 10 students each year.

Summary

The proposed collaborative U2MPH degree program is an innovative program that fills a need in 21st century population health and responsive to the needs of students to graduate with degrees that ensure they are competitive in the workforce. The primary purpose is to provide students with an option to complete the undergraduate degree and graduate degree in five years. This degree completion program is designed for dedicated students who are motivated and willing to take on the challenges and opportunities related to graduate education.

APPENDIX I

Sample Plan for Bachelor of Science in (Applied Health Sciences) to Master of Public Health			
Career/Year/Term Plan of Study	Career/Year/Term Plan of Study	Career/Year/Term Plan of Study	Notes
UG YEAR 1: Fall GS Loper 1 (3cr) GS Loper 2 (3cr) Major (3cr) Major (4cr) HSCI 140 (3cr) Total 16 --	UG YEAR 1: Spring GS Loper 3 (3cr) GS Loper 4 (3cr) Major (4cr) Major (4cr) BIOL 110 (3cr) Total 17--		GS LOPER 31cr Comprehensive major 42-62 (44cr). Public Health Minor 24cr UNMC 21cr
UG YEAR 2: Fall GS GS Loper 5 (3cr) GS Loper 6 (3cr) Major (3cr) Major (4 cr) HSCI 320 (3cr) Total 16 --	UG YEAR 2: Spring GS Loper 7(3cr) GS Loper 8 (4cr) Major (3cr) Major (4cr) PE 329 (3cr) Total 17 -		
UG YEAR 3: Fall GS Loper 9 (3cr) Major (3cr) Major (4cr) MGT 450 (3cr) Minor Elective (3cr) Total 16 --	UG YEAR 3: Spring GS Loper 10 (3cr) Major (4cr) Major (4cr) STAT 241 (3cr) Minor Elective (3cr) Total 17 --	UG YEAR 3: Summer	All GS LOPER requirements completed. 75-82 credit hours completed prior to application. 99 hours completed prior to year 4.
	U2MPH Application submitted by Feb. 1 of UG3 Year.		
MPH Year 1: Fall CPH 500 (3cr) CPH 504 (3cr) CPH 506 (3cr) Total 9 --	MPH Year 1: Spring CPH 514 (3cr) CPH 539 (3cr) Concentration (3cr) Concentration (3cr) Total 12 --	MPH Year 1: Summer CPH 528 (3cr) Total 3 --	21 credits from UNMC transferred back to UNK for May completion of undergraduate degree
MPH Year 2: Fall Concentration (3cr) Concentration (3cr) Elective (3cr) Total 9 --	MPH Year 2: Spring Concentration (3cr) Elective (3cr) Capstone (3cr) Total 9 --		42 credit hours completed for conferral of MPH degree.

APPENDIX 2

Core MPH Required Courses

CPH 500	FOUNDATIONS OF PUBLIC HEALTH	3
CPH 504	EPIDEMIOLOGY IN PUBLIC HLTH	3
CPH 506	BIostatISTICS	3
CPH 514	PLANNING AND EVALUATION	3
CPH 539	PUBLIC HEALTH: LEADERSHIP & ADVOCACY	3
CPH 528	APPLIED LEARNING EXPERIENCE	3
CPH 529	CAPSTONE FOR MPH STUDENTS	3

CPH 500 FOUNDATIONS OF PUBLIC HEALTH 3 Credit Hours

This is an introductory survey course, which will ensure that all public health students, within their first full year of study, are exposed to the fundamental concepts and theories that provide the basis for the body of knowledge in the field of public health. This course will prepare students to work in public health with a sound theoretical, conceptual, and historical basis for their work.

CPH 504 EPIDEMIOLOGY IN PUBLIC HLTH 3 Credit Hours

The objective of the course is to understand the application of survey and research methodology in epidemiology, especially in the community setting. Theoretical aspects will be taught as an integral part of understanding the techniques of study design and community survey. Concepts to be covered include measure of disease occurrence, measures of disease risk, study design, assessment of alternative explanations for data-based findings, and methods of testing or limiting alternatives. Students will be expected to address an epidemiological question of interest to them, first developing the hypothesis and conducting a literature search, then developing a study design and writing, in several stages, a brief proposal for the study.

CPH 506 BIostatISTICS 3 Credit Hours

This course is designed to prepare the graduate student to understand and apply biostatistical methods needed in the design and analysis of biomedical and public health investigations. The major topics to be covered include types of data, descriptive statistics and plots, theoretical distributions, probability, estimation, hypothesis testing, and one-way analysis of variance. A brief introduction to correlation and univariate linear regression will also be given. The course is intended for graduate students and health professionals interested in the design and analysis of biomedical or public health studies.

CPH 514 PLANNING AND EVALUATION 3 Credit Hours

This course is designed to prepare the graduate student, professional student, or fellow to apply multi-leveled evidence-based policy and program approaches to improve public health. The course will guide students through planning and evaluating the impact of public health strategies based on the reach, effectiveness, scalability, implementation quality, and sustainability of these approaches in complicated and complex systems.

CPH 539 PUBLIC HEALTH: LEADERSHIP & ADVOCACY 3 Credit Hours

This course incorporates public health leadership theory and practices, which are grounded in biomedical and social science and sanctioned by public law. Politics of communities and organizations is also included. Advocacy is emphasized as a key tool to secure funding and to help assure that local, state, and federal policy makers will adopt, implement, and maintain important public health regulations, policies and programs.

CPH 528 APPLIED PRACTICE EXPERIENCE 3 Credit Hours

A community-based experience, designed to provide students with firsthand, scholarly,

supervised experience in a practice setting. This experience augments the academic course work, meets actual community needs, and provides students with an opportunity to integrate and apply/test knowledge, principles and skills acquired through classroom instruction. Students will demonstrate mastery of public health principles, values and practice.

CPH 529 CAPSTONE EXPERIENCE 3 Credit Hours

A community-based experience, designed to provide students with firsthand, scholarly, supervised experience in a practice setting. This experience augments the academic course work, meets actual community needs, and provides students with an opportunity to integrate and apply/test knowledge, principles and skills acquired through classroom instruction. Students will demonstrate mastery of public health principles, values and practice.

Concentration Requirements

Detailed course descriptions for all concentration courses can be found at <http://catalog.unmc.edu/public-health/course-descriptions/>

Biostatistics

CPH 517	DESIGN OF MEDICAL HEALTH STUDIES	3
CPH 651	INTRODUCTION TO SAS PROGRAMMING	3
CPH 652	BIOSTATISTICAL LINEAR MODELS: METHODS AND APPLICATION	3
CPH 653	CATEGORICAL DATA ANALYSIS	3

Emergency Preparedness

CPH 550	EMERGENCY PREPAREDNESS: PREVENTION	3
CPH 553	EMERGENCY PREPAREDNESS: RESPONSE	3
CPH 554	EMERGENCY PREPAREDNESS: RESPOND AND RECOVERY	3
CPH 631	EMERGENCY PREPAREDNESS: PROTECTION	3

Environmental and Occupational Health

CPH 503	PUBLIC HEALTH ENVIRONMENT & SOCIETY	3
CPH 590	ELEMENTS OF INDUSTRIAL SAFETY FOR HEALTH SCIENCES	3
CPH 594	ENVIRONMENTAL EXPOSURE ASSESSMENT	3
CPH 597	PRINCIPLES OF TOXICOLOGY	3
CPH 598	FUNDAMENTALS OF INDUSTRIAL HYGIENE	3

Epidemiology

CPH 621	APPLIED EPIDEMIOLOGY	3
CPH 628	EPIDEMIOLOGIC METHODS	3
CPH 650	BIOSTATISTICS II	3
CPH 651	INTRODUCTION TO SAS PROGRAMMING	3

Health Promotion

CPH 501	HEALTH BEHAVIOR	3
CPH 505	APPLIED RESEARCH IN PUBLIC HEALTH	3
CPH 534	INTERVENTIONS IN HEALTH PROMOTION	3
CPH 545	INTRODUCTION TO HEALTH DISPARITIES AND HEALTH EQUITY	3

Maternal and Child Health

CPH 505	APPLIED RESEARCH IN PUBLIC HEALTH	3
CPH 546	INTRODUCTION TO MATERNAL AND CHILD HEALTH	3
CPH 547	MATERNAL AND CHILD HEALTH THEORIES AND INTERVENTIONS	3
CPH 548	LIFE COURSE HEALTH	3

Public Health Administration and Policy

CPH 502	HEALTH SERVICES ADMINISTRATION	3
CPH 562	HUMAN RESOURCES MANAGEMENT IN HEALTH ORGANIZATIONS	3
CPH 565	HEALTH CARE FINANCE	3
CPH 566	HEALTH POLICY	3
CPH 580	HEALTH CARE ORGANIZATIONAL THEORY AND BEHAVIOR	3

MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF NEBRASKA KEARNEY
AND
UNIVERSITY OF NEBRASKA MEDICAL CENTER

This Memorandum of Understanding (MOU) is a joint 3+2 U2MPH Program (Program) between the University of Nebraska Medical Center (UNMC) and the University of Nebraska Kearney (UNK). The Program allows UNK students to continue their education at UNMC resulting in a dual degree with a Bachelor of Science (BS) and a Master in Public Health (MPH) in five years (minimum of 141 credit hours). A student enrolled in this Program will complete the requirements at UNK as established by their undergraduate program requirements, and by transferring to UNMC complete their MPH. Twenty-one hours of credits will be reverse transferred from UNMC to UNK for degree completion.

Under the provisions of this MOU made this 29th day of September, 2022, UNK and UNMC agree to the following conditions:

- 1) This MOU describing the 3+2 Program combining a Bachelor of Science and Master's degree in Public Health from UNK and UNMC will be effective beginning October 3rd, 2022.
- 2) The program of study is guided by the curriculum standards established by UNK and the UNMC MPH Program (accredited by the Council on Education for Public Health). The collaborative Program is a minimum of 141 credit hour undergraduate/professional option that allows eligible students to work toward completion of baccalaureate and master's degree requirements at the same time. Twenty-one credits earned at UNMC will count toward the UNK BS degree requirements.
- 3) Students will gain the MPH degree in one of the following concentration areas: biostatistics, epidemiology, emergency preparedness, environmental and occupational health, health promotion, maternal and child health or public health administration and policy.
- 4) Students declaring the intention to enter the 3+2 Program, will be required to prepare a plan of study in consultation with their UNK advisor. Once formally admitted into the MPH program, a UNMC advisor will guide the plan of study to complete the MPH requirements. The plan will cover the entire undergraduate and professional program and will be reviewed each semester with the student's advisors. A maximum of 21 MPH credits (of the required 42 graduate credits for the MPH degree) will be counted toward completion of the UNK undergraduate degree.
- 5) Students are eligible to apply to the U2MPH Program if:
 - a. They have completed at least 75-81 undergraduate credit hours and have a plan to have completed at least 99 undergraduate credits prior to the MPH program start;
 - b. They have a 3.3 Cumulative GPA in all UNK undergraduate work. Undergraduate transfer courses will not be calculated into the undergraduate GPA;
 - c. They have completed the prerequisite courses required for the selected MPH concentration program.
- 6) Students will have two GPA's – one for undergraduate at UNK and one for graduate at UNMC.

Students are subject to academic standards at both institutions.

- 7) Students must apply to the MPH graduate program after completing 75-81 credits at UNK, follow the normal graduate admission process, and indicate on the application their desire to enter the combined U2MPH Program. If a student is admitted to the MPH program, then they become eligible to enroll in its combined U2MPH Program.
- 8) Students will pay UNK tuition rates for courses taken at UNK. Students will pay UNMC tuition rates for courses taken at UNMC. Students may need to take courses online, which have a different tuition rate from on-campus classes.
- 9) Students enrolled in the U2MPH Program are eligible to receive scholarships from UNK to apply towards undergraduate tuition while attending UNK. Students may apply for scholarship or assistantship to apply towards graduate tuition while at UNMC.
- 10) Students will take courses at UNMC in the MPH program in their 4th year of their undergraduate studies. Graduate level courses (21 credit hours) taken at the College of Public Health will be accepted by UNK as elective credits to satisfy the BS degree requirements at UNK.
- 11) UNMC Admission Requirements include:
 - a. Complete SOPHAS (Schools of Public Health Application Service);
 - b. 3.3 GPA for UNK courses at time of application and 3.00 GPA at time of entry into graduate standing;
 - c. Three letters of recommendation;
 - d. Personal statement;
 - e. Resume;
 - f. Transcripts; and,
 - g. Prerequisite Courses for Selected MPH Concentrations
- 12) Description of the 3+2 Program will be printed in the UNK Catalog and the UNMC catalog.
- 13) Amendments to this MOU shall be documented in writing and signed by both Parties.
- 14) This MOU shall automatically renew for successive annual terms unless terminated by either Party upon 90 days written notice to the other Party.
- 15) The designated UNK representative for the purposes of monitoring and oversight of this MOU is:
R. Todd Bartee, PhD, Professor of Public Health, University of Nebraska Kearney, Biology Department, Coordinator of Public Health Programs, Health Sciences

The designated UNMC representative for the purposes of monitoring and oversight of this MOU is:
Jessica Tschirren, MPA, Assistant Dean for Student Affairs, UNMC College of Public Health, Office of the Dean
- 16) Both Parties affirm that they will comply with the Family Educational Rights and Privacy Act (FERPA) for sharing student information.

For the University of Nebraska Kearney:

Signed: Kristen Majocho
Kristen Majocho, Senior Vice Chancellor of Academic Affairs

Date 9/27/2022

The University of Nebraska Medical Center:

Signed: Ali S. Khan
Ali S. Khan, Dean, College of Public Health

Date 9/27/2022

Signed: H. Dele Davies
Dele Davies, Senior Vice Chancellor for Academic Affairs

Date 10/4/2022

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

MEETING DATE: April 7, 2023

SUBJECT: Expedited Approval of the Executive Graduate Certificate in Business within the College of Business Administration at UNO

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: June 28, 2018 – Expedited Approval of the Business in Health Administration Graduate Certificate in the College of Business Administration at UNO.
March 29, 2019 - Expedited Approval of the Supply Chain Management Graduate Certificate in the College of Business Administration at UNO.
February 11, 2022 - Expedited Approval of the Graduate Certificate in Homeland Security Focused Business Analytics in the College of Business Administration at UNO.

EXPLANATION: The proposed 14-credit hour Executive Graduate Certificate in Business is designed for professionals who seek to increase their knowledge across all areas of business. The certificate is designed for individuals in leaderships positions who must directly or indirectly lead employees and/or units in finance, accounting, marketing, strategy, IT, and operations. Students are able to complete the certificate in less than one year, and all successfully completed coursework credit is accepted towards UNO’s Executive MBA program.
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: No additional expense; faculty and courses are part of UNO’s existing Executive MBA program.

SPONSORS: Ni (Phil) He
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Omaha
Joanne Li, Chancellor
University of Nebraska at Omaha

APPROVED: 
Walter E. Carter, President
University of Nebraska System

DATE: March 3, 2023

Expedited Executive Graduate Certificate in Business Proposal Form

Descriptive Information

- Name of institution proposing the program: *The University of Nebraska at Omaha*
- Name of the program proposing the certificate: *College of Business Administration*
- Name of the proposed certificate program:
Executive Graduate Certificate in Business
- List the participating department(s): *Management, Marketing and Entrepreneurship, Accounting, Finance Banking and Real Estate, and Economics*
- CIP code: 52.0201
- Proposed delivery site(s), and type(s) of delivery, if applicable (Note: If including online delivery, please contact online learning for additional information): *Mammel Hall and synchronous Zoom.*
- Proposed date (term/year) the program will be initiated: *July 2023*
- List names of faculty members who will serve on the advisory committee: *UNO College of Business Administration Graduate Program Council (current members: Lynn Harland, Dusty White, Kelsey Medeiros, Wikil Kwak, Birud Sindhav, Patty Bick.*
- Are there adequate resources and a sufficient number of qualified faculty to support the certificate program? *Yes.*

1. How will the certificate program complement or enhance existing degree programs?

Students can complete this transcribed Executive Graduate Certificate in Business in less than a year (in comparison to the 17 months that it takes to complete the entire Executive MBA program). For professionals who need development across all areas of business to meet their career objectives, this graduate certificate allows them to upskill quickly and focus solely on the business content that they need. Students who complete this graduate certificate and conclude that they desire additional business knowledge will have the ability to do so by applying to the Executive MBA program and completing the remaining Executive MBA program coursework.

2. What is the student, community, or market demand for this certificate?

- Why is the proposed program needed?

Professionals across a wide variety of fields find themselves in positions of leadership where they must directly or indirectly lead employees and/or organizational units in business fields such as finance, accounting, marketing, strategy, IT, and operations. This Executive Graduate Certificate in Business prepares leaders with the knowledge and competence necessary to do so effectively. Additionally, effective leaders who

rise to high level roles where they report to a Board of Directors may not always have the preparation necessary to effectively answer Board questions outside their existing realms of operational expertise. This Executive Graduate Certificate in Business prepares leaders to do so effectively. Finally, completing this Executive Graduate Certificate in Business will enable graduates to compete successfully for positions that require business acumen. For all of these circumstances, a Executive Graduate Certificate in Business from an AACSB-accredited college of business is viewed as more career-enhancing than a certificate earned through a non-AACSB accredited business school or a non-academic entity.

- Address community, state, regional, national and/or international need for graduates of the proposed program. Provide documentation and data to support arguments with appropriate references.

Graduate business education continues to have high demand worldwide. Based upon the results of its April 2022 prospective students survey of 6,500 respondents (<https://www.businessbecause.com/news/in-the-news/8160/great-resignation-demand-business-education-gmac>), the Graduate Management Admissions Council concluded that the demand for graduate business education is consistent with (or stronger than) pre-pandemic levels. Additionally, according to Bisoux (Editor of AACSB Insights), the results of AACSB's February 2022 survey (<https://www.aacsb.edu/insights/articles/2022/02/what-trends-are-shaping-business-education>) "describe a market where current and prospective business students want more flexible educational options" and that "people now want a lifelong learning journey." In essence, these results suggest that prospective business graduate students want high quality graduate credentials that allow them to upskill quickly and effectively in targeted knowledge areas.

- What are employment and educational advancement opportunities for graduates of the proposed program? If possible, provide documentation and data to support arguments with appropriate references.

Gaining expertise across all areas of business opens up manager, director, and executive level career opportunities for professionals who have strong expertise in their own professional or technical fields but limited knowledge in areas of business such as marketing, finance, accounting, management, and economics.

- What are the enrollment projections:
 - Number of students expected to enroll in the program in each of the first five years of operation and basis for the estimate.

The first year of the Executive Graduate Certificate in Business we are expecting that a minimum of 5 students will enroll in the program. Each year thereafter, we anticipate that the number of enrolled students will rise by an additional student, such that in the fifth year of the program there will be a

minimum of 10 students enrolled in the Executive Graduate Certificate in Business. Market analysis surveys of anonymous respondents meeting the admissions criteria suggest enrollment numbers as large as 15 students per year. By comparison, UNO's specialized graduate certificate in Human Resources and Training (which is jointly administered by CBA, the Psychology Department, and the School of Communication) enrolled 12 students this year. The proposed Executive Graduate Certificate in Business may appeal to a wider audience than the Human Resources and Training graduate certificate because its application is generalizable beyond one specific business discipline.

- Minimum number of students required to make the program viable.

The minimum number of students required to make the program viable is 3 students.

3. What are the procedures and stated qualifications for admission of students to the certificate program?

Admission requirements for the Executive Graduate Certificate in Business are as follows:

- 1) *Minimum SIX years of professional-level work experience with managerial/supervisory experience preferred.*
- 2) *Personal Statement (one page or less) in which the applicant describes how completing the program will help them achieve their career goals.*
- 3) *Current resume detailing employment history, specific job responsibilities, accomplishments, leadership roles, and community involvement.*
- 4) *Completion of a baccalaureate degree (or a U.S. equivalent).*
- 5) *English Language Proficiency: Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the United States, OR a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission: Paper-based TOEFL: 550, Internet-based TOEFL: 80, IELTS: 6.5. PTE: 53, Duolingo: 105 (Grad Studies requirement)*

4. What is the curriculum of the certificate program?

- Use the attached form to list specific required or elective courses in the master's program and the certificate program.

The attached form indicates the required and elective courses in the Executive Master of Business Administration program and the Executive Graduate Certificate in Business.

- Are there other requirements (fieldwork, capstone experience, etc.)?

There are no other requirements for the Executive Graduate Certificate in Business.

5. What are the measures and procedures for verification of completion of the certificate requirements?

Each Executive Graduate Certificate in Business student will have a CBA graduate advisor who will meet with the student prior to the student's first semester of enrollment to assist the student in developing a completion plan for this 14 credit hour (7 course) certificate. In the student's final semester of enrollment, the advisor will meet with the student to ensure that all certificate requirements have been met.

6. What are the measures and procedures for ongoing evaluation of the certificate program?

This Executive Graduate Certificate in Business is comprised solely of courses in the Executive MBA program. Assessment data evaluating whether students are meeting the learning objectives of the Executive MBA program is collected and examined annually as part of UNO CBA's AACSB accreditation continuous improvement process and UNO's program assessment process. When student learning objective thresholds are not met, faculty teaching the relevant courses design and implement course interventions to enhance student learning. The effectiveness of these course interventions is evaluated when assessment data is collected the subsequent year.

Proposed Graduate Certificate Curriculum:

Courses in the Proposed Executive Graduate Certificate in Business(all courses are required)	Certificate program - number of credit hours
BSAD 8380: Effective systems, operations, and IT	2
BSAD 8260: Effective use and reporting of accounting information	2
BSAD 8360: Effective management of capital structure, cash, and risk	2
BSAD 8560: Marketing Strategy: Customers and Markets	2
BSAD 8240: Effective leadership of people	2
BSAD 8480: Global economics and social responsibility	2
BSAD 8570: Effective strategic management	2
Total proposed certificate credit hours	14

Name of the existing master’s program: *Executive Master of Business Administration*

The assumption is that the certificate courses are a subset of an existing master’s degree curriculum: *[This is a correct assumption]*

Courses in the existing master’s program (list course numbers)	Master’s program - number of credit hours	Certificate program - number of credit hours
BSAD 8380: Effective systems, operations, and IT	2	2
BSAD 8260: Effective use and reporting of accounting information	2	2
BSAD 8360: Effective management of capital structure, cash, and risk	2	2
BSAD 8560: Marketing Strategy: Customers and Markets	2	2
BSAD 8240: Effective leadership of people	2	2
BSAD 8480: Global economics and social responsibility	2	2
BSAD 8570: Effective strategic management	2	2
BSAD 8280: Employee recruitment, engagement & retention	2	
BSAD 8650: Vision & strategic leadership	2	
BSAD 8370: Leadership in diversity, equity, access, and inclusion	2	
BSAD 8330: Leading teams	2	
BSAD 8230: Leading change and innovation	2	

BSAD 8070: Coaching and developing others	2	
BSAD 8440: Business Intelligence Data Exploration	2	
BSAD 8140: Business Intelligence Analysis	2	
BSAD 8160: Intermediate Analytics	2	
BSAD 8190: Applications in Analytics	2	
BSAD 8220: Advanced Applications in Analytics	2	
BSAD 8660: Frontiers of Analytics	2	
BSAD 8590: Executive MBA Capstone Project	4	
Total:	30	14

TABLE 1: PROJECTED EXPENSES – EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Personnel						\$0
Operating						\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees*	\$30,790	\$36,948	\$43,106	\$55,422	\$61,580	\$227,846
Other Funding - executive pricing premium**	\$99,210	\$119,052	\$138,894	\$178,578	\$198,420	\$734,154
Total Revenue	\$130,000	\$156,000	\$182,000	\$234,000	\$260,000	\$962,000
Total Expenses (Table 1)	\$0	\$0	\$0	\$0	\$0	\$0
Net Revenue	\$130,000	\$156,000	\$182,000	\$234,000	\$260,000	\$962,000

*\$393/SCH tuition * 14 SCH + \$656 flat fees = \$6,158 per student

** Executive MBA Pricing Premium: \$26,000 total price minus \$6,158 tuition and fees = \$19,842 per student



November 1, 2022

Graduate Program Reviewers,

This Executive Graduate Certificate in Business will provide high-quality, graduate, executive cohort programming in core business disciplines. Graduate business programs are among the highest demanded in higher education. The need for flexible graduate programs that meet the re-skill and upskill needs of the labor force is well-documented in our community, state, region and nation. Our research suggests that providing this high-quality core business graduate program in a for-credit, hybrid delivery certificate form yields the flexibility and work-life balance for working adults in our community, state, and region.

Working learners in our community have demanded a change in the way we delivery our high-quality graduate programs and I am thrilled we are challenging the status quo with these new graduate certificates. Our graduate faculty voted in favor of this curriculum. I am wholeheartedly supportive of this proposed program and strongly encourage your approval.

Sincerely,

A handwritten signature in black ink that reads "Michelle W. Trawick".

Michelle W. Trawick
John Becker Dean
Professor of Economics



College of Business Administration

6708 Pine Street, MH 300 | Omaha, NE 68182-0048 | 402.554.2596 | mtrawick@unomaha.edu
cba.unomaha.edu

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

MEETING DATE: April 7, 2023

SUBJECT: Expedited Approval of the Executive Graduate Certificate in Business Analytics within the College of Business Administration at UNO

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: June 28, 2018 – Expedited Approval of the Business in Health Administration Graduate Certificate in the College of Business Administration at UNO.
March 29, 2019 - Expedited Approval of the Supply Chain Management Graduate Certificate in the College of Business Administration at UNO.
February 11, 2022 - Expedited Approval of the Graduate Certificate in Homeland Security Focused Business Analytics in the College of Business Administration at UNO.

EXPLANATION: The proposed 12-credit hour Executive Graduate Certificate in Business Analytics is designed for professionals needing the necessary skills to evaluate, interpret, and use reports from their organization’s analytics team. The certificate is designed to assist executives and other professionals to make better and faster business decisions by strengthening their capacity to accurately use business analytics tools. Students are able to complete the certificate in less than one-year, and all successfully completed coursework credit is accepted towards UNO’s Executive MBA program.
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: No additional expense; faculty and courses are part of UNO’s existing Executive MBA program.

SPONSORS: Ni (Phil) He
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Omaha
Joanne Li, Chancellor
University of Nebraska at Omaha

APPROVED: 
Walter E. Carter, President
University of Nebraska System

DATE: March 3, 2023

Expedited Executive Graduate Certificate in Business Analytics Proposal Form

Descriptive Information

- Name of institution proposing the program: *The University of Nebraska at Omaha*
- Name of the program proposing the certificate: *College of Business Administration*
- Name of the proposed certificate program:
Executive Graduate Certificate in Business Analytics
- List the participating department(s): *Management, Marketing and Entrepreneurship, Accounting, Finance Banking and Real Estate, and Economics*
- CIP code: 45.0603
- Proposed delivery site(s), and type(s) of delivery, if applicable (Note: If including online delivery, please contact online learning for additional information): *Mammel Hall and synchronous Zoom.*
- Proposed date (term/year) the program will be initiated: *July 2023*
- List names of faculty members who will serve on the advisory committee: *UNO College of Business Administration Graduate Program Council (current members: Lynn Harland, Dusty White, Kelsey Medeiros, Wikil Kwak, Birud Sindhav, Patty Bick.*
- Are there adequate resources and a sufficient number of qualified faculty to support the certificate program? *Yes.*

1. How will the certificate program complement or enhance existing degree programs?

The Executive Graduate Certificate in Business Analytics allows professionals to obtain significant business analytics skills in less than one year. In comparison, completing the entire Executive MBA program would take 17 months and most existing business analytics degrees require several years to complete. This Executive Graduate Certificate in Business Analytics focuses exclusively on the needs of executives and managers who, while unlikely to be part of an analytics team, are very likely to have to evaluate, interpret, and utilize reports from their organization's analytics team. Executives who can accurately utilize business intelligence tools will be able to make better and faster business decisions. Students who complete this graduate certificate and desire additional business knowledge will have the ability to do so by applying to the Executive MBA program and completing the remaining Executive MBA program coursework.

2. What is the student, community, or market demand for this certificate?

- Why is the proposed program needed?

Business Analytics is increasingly part of any business. UNO has excellent degree programs that develop non-executive analytics-focused employees; for example, the analytics concentrations in CBA's Economics and MBA program and the Master of

Science in Data Science. However, nearly all analytics teams report to executives who must make strategic business decisions based upon analytics conducted by analytics employees or teams. Moreover, some business decisions must be made in minutes or hours, leaving no time to engage with an analytics team. Unfortunately, many executives and managers are ill-equipped to utilize business analytics tools or interpret the results generated by such tools. This Executive Graduate Certificate in Business Analytics will fill that gap.

- Address community, state, regional, national and/or international need for graduates of the proposed program. Provide documentation and data to support arguments with appropriate references.

Research articles such as Ransbotham, Kiron, & Prentice (2015)¹ suggest there is a significant gap between an organization's ability to produce analytics and their ability to consume analytics. This sustained gap means, while analytics units inside of businesses are producing ever more analysis, this analysis isn't always converted to better business decisions. This is a nation-wide problem, and Nebraska organizations are not immune.

- What are employment and educational advancement opportunities for graduates of the proposed program? If possible, provide documentation and data to support arguments with appropriate references.

Executives with a strong understanding of business analytics will have a better understanding of all aspects of their business. Business analytics is key to finding issues in supply chains, determine effectiveness of marketing, properly estimating demand, and many other key insights. Therefore, executives with this skill set are more likely to make better decisions and get promoted to higher levels of management.

- What are the enrollment projections:
 - Number of students expected to enroll in the program in each of the first five years of operation and basis for the estimate.

The results of market research on 400 anonymous respondents conducted by an Executive MBA task force in Fall 2021 and Spring 2022 found that interest in obtaining business analytics education was very strong. Based on this market research, we anticipate that this program will have a steady-state enrollment of at least 20 students per year, with at least 5 students enrolling in the first year and at least 10 students by year five.

- Minimum number of students required to make the program viable.

¹ Ransbotham, S., Kiron, D., & Prentice, P. K. (2015). Minding the analytics gap. *MIT Sloan Management Review*, 56(3), 63-68.

The minimum number of students required to make the program viable is 3 students.

3. What are the procedures and stated qualifications for admission of students to the certificate program?

Admission requirements for the Executive Graduate Certificate in Business Analytics are as follows:

- 1) *Minimum SIX years of professional-level work experience with managerial/supervisory experience preferred.*
- 2) *Personal Statement (one page or less) in which the applicant describes how completing the program will help them achieve their career goals.*
- 3) *Current resume detailing employment history, specific job responsibilities, accomplishments, leadership roles, and community involvement.*
- 4) *Completion of a baccalaureate degree (or a U.S. equivalent).*
- 5) *English Language Proficiency: Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the United States, OR a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission: Paper-based TOEFL: 550, Internet-based TOEFL: 80, IELTS: 6.5. PTE: 53, Duolingo: 105 (Grad Studies requirement)*

4. What is the curriculum of the certificate program?

- *Use the attached form to list specific required or elective courses in the master's program and the certificate program.*

The attached form indicates the required and elective courses in the Executive Master of Business Administration program and the Executive Graduate Certificate in Business Analytics.

- *Are there other requirements (fieldwork, capstone experience, etc.)?*

There are no other requirements for the Executive Graduate Certificate in Business Analytics.

5. What are the measures and procedures for verification of completion of the certificate requirements?

Each Executive Graduate Certificate in Business Analytics student will have a CBA graduate advisor who will meet with the student prior to the student's first semester of enrollment to assist the student in developing a completion plan for this 12 credit hour (6

course) certificate. In the student's final semester of enrollment, the advisor will meet with the student to ensure that all certificate requirements have been met.

6. What are the measures and procedures for ongoing evaluation of the certificate program?

This Executive Graduate Certificate in Business Analytics is comprised solely of courses in the Executive MBA program. Assessment data evaluating whether students are meeting the learning objectives of the Executive MBA program is collected and examined annually as part of UNO CBA's AACSB accreditation continuous improvement process and UNO's program assessment process. When student learning objective thresholds are not met, faculty teaching the relevant courses design and implement course interventions to enhance student learning. The effectiveness of these course interventions is evaluated when assessment data is collected the subsequent year.

Proposed Graduate Certificate Curriculum:

Courses in the Proposed Executive Graduate Certificate in Business Analytics (all courses are required)	Certificate program - number of credit hours
BSAD 8440: Business Intelligence Data Exploration	2
BSAD 8140: Business Intelligence Analysis	2
BSAD 8160: Intermediate Analytics	2
BSAD 8190: Applications in Analytics	2
BSAD 8220: Advanced Applications in Analytics	2
BSAD 8660: Frontiers of Analytics	2
Total proposed certificate credit hours	12

Name of the existing master’s program: *Executive Master of Business Administration*

The assumption is that the certificate courses are a subset of an existing master’s degree curriculum: *[This is a correct assumption]*

Courses in the existing master’s program (list course numbers)	Master’s program - number of credit hours	Certificate program - number of credit hours
BSAD 8380: Effective systems, operations, and IT	2	
BSAD 8260: Effective use and reporting of accounting information	2	
BSAD 8360: Effective management of capital structure, cash, and risk	2	
BSAD 8560: Marketing Strategy: Customers and Markets	2	
BSAD 8240: Effective leadership of people	2	
BSAD 8480: Global economics and social responsibility	2	
BSAD 8570: Effective strategic management	2	
BSAD 8280: Employee recruitment, engagement & retention	2	
BSAD 8650: Vision & strategic leadership	2	
BSAD 8370: Leadership in diversity, equity, access, and inclusion	2	
BSAD 8330: Leading teams	2	
BSAD 8230: Leading change and innovation	2	
BSAD 8070: Coaching and developing others	2	

BSAD 8440: Business Intelligence Data Exploration	2	2
BSAD 8140: Business Intelligence Analysis	2	2
BSAD 8160: Intermediate Analytics	2	2
BSAD 8190: Applications in Analytics	2	2
BSAD 8220: Advanced Applications in Analytics	2	2
BSAD 8660: Frontiers of Analytics	2	2
BSAD 8590: Executive MBA Capstone Project	4	
Total:	30	12

TABLE 1: PROJECTED EXPENSES – EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS ANALYTICS

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Personnel						\$0
Operating						\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES – EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS ANALYTICS

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees*	\$26,860	\$32,232	\$37,604	\$48,348	\$53,720	\$198,764
Other Funding** - executive pricing premium	\$83,140	\$99,768	\$116,396	\$149,652	\$166,280	\$615,236
Total Revenue	\$110,000	\$132,000	\$154,000	\$198,000	\$220,000	\$814,000
Total Expenses (Table 1)	\$0	\$0	\$0	\$0	\$0	\$0
Net Revenue	\$110,000	\$132,000	\$154,000	\$198,000	\$220,000	\$814,000

*\$393/SCH tuition * 12 SCH + \$656 flat fees = \$5,372 per student

** Executive MBA Pricing Premium: \$22,000 total price minus \$5,372 tuition and fees = \$16,628 per student



November 1, 2022

Graduate Program Reviewers,

This Executive Graduate Certificate in Business Analytics will provide high-quality, graduate, executive cohort programming in business analytics, frequently cited as a key area of growth among business leaders for whom data analytics was not a priority in their training. Graduate business programs are among the highest demanded in higher education and certainly business analytics is among the fastest growing of the business graduate disciplines.

The need for flexible graduate programs that meet the re-skill and upskill needs of the labor force is well-documented in our community, state, region and nation. Our research suggests that providing this high-quality graduate program in business analytics in a for-credit, hybrid delivery certificate form yields the flexibility and work-life balance for working adults in our community, state, and region.

Working learners in our community have demanded a change in the way we delivery our high-quality graduate programs and I am thrilled we are challenging the status quo with these new graduate certificates. Our graduate faculty voted in favor of this curriculum. I am wholeheartedly supportive of this proposed program and strongly encourage your approval.

Sincerely,

Michelle W. Trawick
John Becker Dean
Professor of Economics



College of Business Administration

6708 Pine Street, MH 300 | Omaha, NE 68182-0048 | 402.554.2596 | mtrawick@unomaha.edu
cba.unomaha.edu

TO: The Board of Regents Addendum XI-D-4
Academic Affairs Committee

MEETING DATE: April 7, 2023

SUBJECT: Expedited Approval of the Executive Graduate Certificate in Business Leadership within the College of Business Administration at UNO

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: June 28, 2018 – Expedited Approval of the Business in Health Administration Graduate Certificate in the College of Business Administration at UNO.
March 29, 2019 - Expedited Approval of the Supply Chain Management Graduate Certificate in the College of Business Administration at UNO.
February 11, 2022 - Expedited Approval of the Graduate Certificate in Homeland Security Focused Business Analytics in the College of Business Administration at UNO.

EXPLANATION: The proposed 12-credit hour Executive Graduate Certificate in Business Leadership is designed for professionals seeking to strengthen their leadership acumen, allowing them to compete more successfully for higher-level business leadership positions or to meet their other career goals. Students are able to complete the certificate in less than one year, and all successfully completed coursework credit is accepted towards UNO’s Executive MBA program.
This proposal has been reviewed by the Council of Academic Officers; it also has been reviewed by the Academic Affairs Committee.

PROGRAM COST: No additional expense; faculty and courses are part of UNO’s existing Executive MBA program.

SPONSORS: Ni (Phil) He
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Omaha
Joanne Li, Chancellor
University of Nebraska at Omaha

APPROVED: 
Walter E. Carter, President
University of Nebraska System

DATE: March 3, 2023

Expedited Executive Graduate Certificate in Business Leadership Proposal Form

Descriptive Information

- Name of institution proposing the program: *The University of Nebraska at Omaha*
- Name of the program proposing the certificate: *College of Business Administration*
- Name of the proposed certificate program:
Executive Graduate Certificate in Business Leadership
- List the participating department(s): *Management, Marketing and Entrepreneurship, Accounting, Finance Banking and Real Estate, and Economics*
- CIP code: 52.0213
- Proposed delivery site(s), and type(s) of delivery, if applicable (Note: If including online delivery, please contact online learning for additional information): *Mammel Hall and synchronous Zoom.*
- Proposed date (term/year) the program will be initiated: *July 2023*
- List names of faculty members who will serve on the advisory committee: *UNO College of Business Administration Graduate Program Council (current members: Lynn Harland, Dusty White, Kelsey Medeiros, Wikil Kwak, Birud Sindhav, Patty Bick.*
- Are there adequate resources and a sufficient number of qualified faculty to support the certificate program? *Yes.*

1. How will the certificate program complement or enhance existing degree programs?

Students can complete this transcribed Executive Graduate Certificate in Business Leadership in less than a year (in comparison to the 17 months that it takes to complete the entire Executive MBA program). For professionals desiring leadership development to meet their career objectives, this graduate certificate allows them to upskill quickly and focus solely on business leadership content. Students who complete this graduate certificate and conclude that they desire additional business knowledge will have the ability to do so by applying to the Executive MBA program and completing the remaining Executive MBA program coursework.

2. What is the student, community, or market demand for this certificate?

- Why is the proposed program needed?

Successful professionals are often promoted to key leadership positions without having had the benefit of any formal education in business leadership. This Executive Graduate Certificate in Business Leadership provides leaders with the knowledge and competence necessary to lead effectively. For professionals who aspire to higher-level positions of leadership, this Executive Graduate Certificate in Business Leadership will strengthen leadership acumen and enhance competitiveness when

being considered for such leadership positions. For both of these circumstances, a Executive Graduate Certificate in Business Leadership from an AACSB-accredited college of business is viewed as more career-enhancing than a certificate earned through a non-AACSB accredited business school or a non-academic entity.

- Address community, state, regional, national and/or international need for graduates of the proposed program. Provide documentation and data to support arguments with appropriate references.

Graduate business education continues to have high demand worldwide. Based upon the results of its April 2022 prospective students survey of 6,500 respondents (<https://www.businessbecause.com/news/in-the-news/8160/great-resignation-demand-business-education-gmac>), the Graduate Management Admissions Council concluded that the demand for graduate business education is consistent with (or stronger than) pre-pandemic levels. Additionally, according to Bisoux (Editor of AACSB Insights), the results of AACSB's February 2022 survey (<https://www.aacsb.edu/insights/articles/2022/02/what-trends-are-shaping-business-education>) “describe a market where current and prospective business students want more flexible educational options” and that “people now want a lifelong learning journey.” In essence, these results suggest that prospective business graduate students want high quality graduate credentials that allow them to upskill quickly and effectively in targeted knowledge areas, including business leadership. Those results are consistent with the results of a leadership-focused survey of business organizations conducted jointly by AACSB and the Society for Human Resource Management in 2020 (https://www.aacsb.edu/-/media/publications/research-reports/shrm_report_2020_final.pdf?la=en&hash=68A693C211C1EF3F5A71E7842B2E8E6E91D021AB). Specifically, the report noted that “Sixty-four percent of employers who participated in the study said that leadership development is extremely important or very important to their organization’s strategic plan” and that developing the next generation of organizational leaders “was one of the top three human capital challenges facing their organizations, both currently and in the next 10 years.”

- What are employment and educational advancement opportunities for graduates of the proposed program? If possible, provide documentation and data to support arguments with appropriate references.

Gaining business leadership expertise opens up manager, director, and executive level career opportunities for professionals who have strong expertise in their own professional or technical fields but limited business leadership knowledge. The notion that leadership development enhances an individual’s value to their organization is consistent with the AACSB/SHRM leadership survey result showing that 67% of the organizations in the survey “offer third-party leadership development program(s) for their employees.” Offering a graduate certificate focusing specifically on executive business leadership will be valuable to both professionals and their organizations.

- What are the enrollment projections:
 - Number of students expected to enroll in the program in each of the first five years of operation and basis for the estimate.

The first year of the Executive Graduate Certificate in Business Leadership we are expecting that a minimum of 5 students will enroll in the program. Each year thereafter, we anticipate that the number of enrolled students will rise by an additional student, such that in the fifth year of the program there will be a minimum of 10 students enrolled in the Graduate Certificate in Executive Business Leadership. Market analysis surveys of anonymous respondents meeting the admissions criteria suggest potential enrollment numbers as large as 20 students per year. UNO's specialized graduate certificate in Human Resources and Training (which is jointly administered by CBA, the Psychology Department, and the School of Communication) enrolled 12 students this year. The proposed graduate Executive Certificate in Business Leadership could potentially appeal to a wider audience due to its broader focus.

- Minimum number of students required to make the program viable.

The minimum number of students required to make the program viable is 3 students.

3. What are the procedures and stated qualifications for admission of students to the certificate program?

Admission requirements for the Executive Graduate Certificate in Business Leadership are as follows:

- 1) *Minimum SIX years of professional-level work experience with managerial/supervisory experience preferred.*
- 2) *Personal Statement (one page or less) in which the applicant describes how completing the program will help them achieve their career goals.*
- 3) *Current resume detailing employment history, specific job responsibilities, accomplishments, leadership roles, and community involvement.*
- 4) *Completion of a baccalaureate degree (or a U.S. equivalent).*
- 5) *English Language Proficiency: Applicants are required to have a command of oral and written English. Those who do not hold a baccalaureate or other advanced degree from the United States, OR a baccalaureate or other advanced degree from a predetermined country on the waiver list, must meet the minimum language proficiency score requirement in order to be considered for admission: Paper-based TOEFL: 550, Internet-based TOEFL: 80, IELTS: 6.5. PTE: 53, Duolingo: 105 (Grad Studies requirement)*

4. What is the curriculum of the certificate program?

- Use the attached form to list specific required or elective courses in the master's program and the certificate program.

The attached form indicates the required and elective courses in the Executive Master of Business Administration program and the Executive Graduate Certificate in Business Leadership.

- Are there other requirements (fieldwork, capstone experience, etc.)?

There are no other requirements for the Executive Graduate Certificate in Business Leadership.

5. What are the measures and procedures for verification of completion of the certificate requirements?

Each Executive Graduate Certificate in Business Leadership student will have a CBA graduate advisor who will meet with the student prior to the student's first semester of enrollment to assist the student in developing a completion plan for this 12 credit hour (6 course) graduate certificate. In the student's final semester of enrollment, the advisor will meet with the student to ensure that all graduate certificate requirements have been met.

6. What are the measures and procedures for ongoing evaluation of the certificate program?

This Executive Graduate Certificate in Business Leadership is comprised solely of courses in the Executive MBA program. Assessment data evaluating whether students are meeting the learning objectives of the Executive MBA program is collected and examined annually as part of UNO CBA's AACSB accreditation continuous improvement process and UNO's program assessment process. When student learning objective thresholds are not met, faculty members implement course interventions designed to enhance student learning. The effectiveness of these course interventions is evaluated when assessment data is collected the subsequent year.

Proposed Graduate Certificate Curriculum:

Courses in the Proposed Executive Graduate Certificate in Business Leadership (all courses are required)	Certificate program - number of credit hours
BSAD 8280: Employee recruitment, engagement & retention	2
BSAD 8650: Vision & strategic leadership	2
BSAD 8370: Leadership in diversity, equity, access, and inclusion	2
BSAD 8330: Leading teams	2
BSAD 8230: Leading change and innovation	2
BSAD 8070: Coaching and developing others	2
Total proposed certificate credit hours	12

Name of the existing master’s program: *Executive Master of Business Administration*

The assumption is that the certificate courses are a subset of an existing master’s degree curriculum: *[This is a correct assumption]*

Courses in the existing master’s program (list course numbers)	Master’s program - number of credit hours	Certificate program - number of credit hours
BSAD 8380: Effective systems, operations, and IT	2	
BSAD 8260: Effective use and reporting of accounting information	2	
BSAD 8360: Effective management of capital structure, cash, and risk	2	
BSAD 8560: Marketing Strategy: Customers and Markets	2	
BSAD 8240: Effective leadership of people	2	
BSAD 8480: Global economics and social responsibility	2	
BSAD 8570: Effective strategic management	2	
BSAD 8280: Employee recruitment, engagement & retention	2	2
BSAD 8650: Vision & strategic leadership	2	2
BSAD 8370: Leadership in diversity, equity, access, and inclusion	2	2
BSAD 8330: Leading teams	2	2
BSAD 8230: Leading change and innovation	2	2
BSAD 8070: Coaching and developing others	2	2

BSAD 8440: Business Intelligence Data Exploration	2	
BSAD 8140: Business Intelligence Analysis	2	
BSAD 8160: Intermediate Analytics	2	
BSAD 8190: Applications in Analytics	2	
BSAD 8220: Advanced Applications in Analytics	2	
BSAD 8660: Frontiers of Analytics	2	
BSAD 8590: Executive MBA Capstone Project	4	
Total:	30	12

TABLE 1: PROJECTED EXPENSES – EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS LEADERSHIP

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Personnel	\$0	\$0	\$0	\$0	\$0	\$0
Operating	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0	\$0

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES – EXECUTIVE GRADUATE CERTIFICATE IN BUSINESS LEADERSHIP

	(FY 2023-24) Year 1	(FY 2024-25) Year 2	(FY 2025-26) Year 3	(FY 2026-27) Year 4	(FY 2027-28) Year 5	Total
Reallocation of Existing Funds						\$0
Required New Public Funds						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees*	\$26,860	\$32,232	\$37,604	\$48,348	\$53,720	\$198,764
Other Funding - executive pricing premium**	\$83,140	\$99,768	\$116,396	\$149,652	\$166,280	\$615,236
Total Revenue	\$110,000	\$132,000	\$154,000	\$198,000	\$220,000	\$814,000
Total Expenses (Table 1)	\$0	\$0	\$0	\$0	\$0	\$0
Net Revenue	\$110,000	\$132,000	\$154,000	\$198,000	\$220,000	\$814,000

*\$393/SCH tuition * 12 SCH + \$656 flat fees = \$5,372 per student

** Executive MBA Pricing Premium: \$22,000 total price minus \$5,372 tuition and fees = \$16,628 per student



November 1, 2022

Graduate Program Reviewers,

This Executive Graduate Certificate in Business Leadership will provide high-quality, graduate, executive cohort programming in critical areas such as vision and strategic leadership, inclusive leadership, and leading change and innovation. Graduate business programs are among the highest demanded in higher education. The need for flexible graduate programs that meet the re-skill and upskill needs of the labor force is well-documented in our community, state, region and nation. Our research suggests that providing this high-quality graduate program in business leadership in a for-credit, hybrid delivery certificate form yields the flexibility and work-life balance for working adults in our community, state, and region.

Working learners in our community have demanded a change in the way we delivery our high-quality graduate programs and I am thrilled we are challenging the status quo with these new graduate certificates. Our graduate faculty voted in favor of this curriculum. I am wholeheartedly supportive of this proposed program and strongly encourage your approval.

Sincerely,

A handwritten signature in black ink that reads "Michelle W. Trawick".

Michelle W. Trawick
John Becker Dean
Professor of Economics

TO: The Board of Regents Addendum XI-D-5

Academic Affairs Committee

MEETING DATE: April 7, 2023

SUBJECT: Rename the Ph.D. in Health Services Research, Administration, and Policy to the Ph.D. in Health Services and Policy Research at UNMC

RECOMMENDED ACTION: Report

PREVIOUS ACTIONS: August 8, 2008 – The Board of Regents approved UNMC’s proposal to establish the Ph.D. in Health Services Research, Administration and Policy.

EXPLANATION: The degree’s curricular content and research focus is designed to prepare graduates to conduct studies that advance knowledge regarding the principles and practices of effective health care services and health policy. The proposed name change to Health Services and Policy Research more accurately and succinctly reflects the programmatic goals and research emphasis of the doctoral program.

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

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

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

APPROVED:


Walter E. Carter, President
University of Nebraska System

DATE: March 3, 2023



January 9, 2023

H. Dele Davies, MD, MS, MHCM
Dean, UNMC Graduate Studies
Senior Vice Chancellor
ARS 2022
Zip 7810

Dear Dr. Davies:

I have received the request to rename the PhD program in Health Services Research, Administration, and Policy as the PhD program in Health Services and Policy Research. Based on the information provided, I understand a name change will better reflect the content and research emphases of the program.

I concur with this decision and that it be forwarded to the Executive Graduate Council for consideration.

Sincerely,

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

Jeffrey P. Gold, MD
Chancellor



January 9, 2023

Dear Chancellor Gold:

I am forwarding you a request for a name change to a Graduate College program, offered at the University of Nebraska Medical Center.

The Department of Health Services Research and Administration is requesting to change the name of their PhD program from Health Services Research, Administration, and Policy to Health Services and Policy Research. This name change will more accurately represent the program content and goals, and emphasize the research areas of health services and health policy.

This request has been approved by the College of Public Health Curriculum Committee and the UNMC Graduate Council. We are requesting your review and approval as Chancellor and as Dean of the Graduate College, transmission to the Executive Graduate Council for the next step of consideration.

Sincerely,

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

H. Dele Davies, MD, MS, MHCM
Dean, UNMC Graduate Studies
Senior Vice Chancellor
University of Nebraska Medical Center



September 28, 2022

H. Dele Davies, MD, MS, MHCM
Vice Chancellor for Academic Affairs
Dean for Graduate Studies
University of Nebraska Medical Center
987810 Nebraska Medical Center
Omaha, NE 68198-7810

Re: PhD Program Name Change

Dear Dr. Davies,

As Chair of the Department of Health Services Research and Administration in the College of Public Health, I am requesting approval to change the name of our doctoral degree from the PhD in Health Service Research, Administration and Policy to the PhD in Health Services and Policy Research. The proposed name will more accurately reflect the programmatic goals and nature of the training program. In accord with our mission to improve the delivery of health care, our doctoral training program is designed to prepare our graduates to conduct scientifically rigorous research focused on advancing knowledge regarding the principles and practices of effective health care services, which include administrative operations, as well as those of effective health policy. The proposed name change will better indicate the focus on research in both health services delivery and health policy as well as implicitly recognize that health administration is subsumed under healthcare services.

Respectfully yours,

A handwritten signature in blue ink, appearing to read "George J. Horner".

Professor and Chair
Department of Health Services Research and Administration
College of Public Health

University of Nebraska Medical Center

Modification of Major or Degree

Modifying an instructional program is a reasonable and moderate extension of an existing instructional program. Examples of modifications include name changes, CIP code changes, converting an existing traditional program to an online program, merger/consolidation, and substantial changes in degree requirements.

I. Descriptive Information

Name of Institution Proposing Modification
University of Nebraska Medical Center
Name of Current Major or Degree
Health Services Research, Administration, and Policy
Degree to be Awarded to Graduates of the Program
Doctor of Philosophy
Program is Currently 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)
Name of Proposed Major or Degree
Health Services and Policy Research
Degree to be Awarded to Graduates of the Proposed Program
Doctor of Philosophy
Other Majors or Degrees Offered in this Field by Institution
MPH in Public Health Administration and Policy, Master of Health Administration.
CIP Code <i>[IEA can help with CIP codes or browse here: http://nces.ed.gov/ipeds/cipcode/Default.aspx?y=55]</i>
51.2201
Current Subject Code
DHSRA
Proposed Subject Code
DHSPR
Administrative Units for the Major or Degree
Department of Health Services Research and Administration
Proposed Delivery Site
Omaha
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
<i>[leave blank]</i>
Proposed Date Modifications will be Initiated

II. Details

A. Description of Proposed Modification:

[Include plan for implementation and/or proposed program structure]

We proposed a change on the program name from Health Services Research, Administration, and Policy to Health Services and Policy Research.

B. Justification of Proposed Modification:

[If the proposed modification is a name change only, include brief justification and comments on if there will be new expenditures. If new expenditures, complete the budget tables.]

The proposed name will more accurately reflect the programmatic goals and nature of the training program. In accord with our mission to improve the delivery of health care, our doctoral training program is designed to prepare our graduates to conduct scientifically rigorous research focused on advancing knowledge regarding the principles and practices of effective health care services, which include administrative operations, as well as those of effective health policy. The proposed name change will better indicate the focus on research in both health services delivery and health policy as well as implicitly recognize that health administration is subsumed under healthcare services.

C. Impact on Subject Codes:

[Will any subject codes need to be created, modified, or deleted in relation to the modification of this program]

The subject code will need to be modified to align with the new degree name.

TO: The Board of Regents Addendum XI-D-6

Academic Affairs

MEETING DATE: April 7, 2023

SUBJECT: Quarterly Personnel Reports

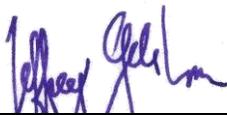
RECOMMENDED ACTION: Report

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 fourth quarter of 2022 is attached.

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

APPROVED:



Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska System

DATE: March 3, 2023

PERSONNEL REPORT
10/01/2022 - 12/31/2022
UNIVERSITY OF NEBRASKA AT KEARNEY
NEW APPOINTMENTS

No new appointments for Q4 2022

PERSONNEL REPORT
10/01/2022 - 12/31/2022
UNIVERSITY OF NEBRASKA AT KEARNEY
ADJUSTMENTS

	<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
09/07	Chandra, Surabhi	Biology	Associate Professor	Continuous	12/1/2022		63,648	AY	1.00
			Associate Professor	Continuous		11/30/2022	63,648	AY	1.00
06/03	Rundstrom, Amy L	Advising & Career Development	Director, Academic & Career Services	Special	10/1/2022		75,528	FY	1.00
			Director, Academic & Career Services	Special		9/30/2022	69,934	FY	1.00
09/07	Teten, Ryan L	Arts & Sciences	Special Projects Coordinator	Special	10/1/2022	10/31/2022	0	OTH	0.01
			Special Projects Coordinator	Special		9/30/2022	176,159	OTH	1.00

06/03 External (Market) Adjustment

09/07 Position Add/Change

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
Dahlgren, Rebecca R	NE Ext Engagement Zone 4	Asst Exten Educator	Special	11/1/2022		56,800	FY	1.00
Manning, Emily M	NE Ext Engagement Zone 7	Asst Exten Educator	Special	11/7/2022		58,750	FY	1.00
Prezotto, Ligia D	Animal Science	Rsch Asst Professor	Special	10/3/2022	9/30/2025	60,000	FY	1.00
Silva, Thays	NE Ext Engagement Zone 7	Asst Exten Educator	Special	11/7/2022		55,825	FY	1.00
Sperber, Jessica L	Animal Science	Exten Asst Professor	Special	11/15/2022	9/30/2025	85,000	FY	1.00
Waters, Carol D	NE Ext Engagement Zone 11	Exten Educator	Special	11/7/2022		75,000	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
09/07	Bergstrom, Pamela R	Nebraska Forest Service	Asst Forester	Special	10/1/2022		65,000	FY	1.00
			Forest Mgmt/Rural Forestry	Other		9/30/2022	56,916	FY	1.00
09/07	Burkey, Thomas E	Animal Science College of Ag Sci & Nat Res	Interim Department Head	Special	12/17/2022	6/30/2023	178,250	FY	1.00
			Assoc Dean	Special		12/16/2022	77,761	FY	0.50
09/13	Erixson, John A	ISU/UNL Coop Vet Med Education Prog Nebraska Forest Service	Professor	Continuous		12/16/2022	70,691	FY	0.50
			Director	Special	11/1/2022	10/31/2027	135,183	FY	1.00
09/13	Rault, Leslie C	Entomology	Director	Special		10/31/2022	135,183	FY	1.00
			Rsch Asst Professor	Special	11/1/2022	10/31/2023	60,864	FY	1.00
			Rsch Asst Professor	Special		10/31/2022	60,864	FY	1.00
09/10	Swanson, Rebecca D	4-H Youth Development	Exten Asst Professor	Special	10/19/2022	10/18/2023	73,950	FY	1.00
09/07	Wang, Zhen	Agronomy & Horticulture Center for Plant Science Innovation	Exten Asst Professor	Special		10/18/2022	72,500	FY	1.00
			Rsch Asst Professor	Special	12/1/2022	11/30/2024	60,000	FY	1.00
			Visiting Faculty	Other		11/30/2022	56,000	FY	1.00
09/10	Watson, Andrea K	Animal Science	Rsch Assoc Professor	Special	11/1/2022	10/31/2026	86,205	FY	1.00
			Rsch Assoc Professor	Special		10/31/2022	86,205	FY	1.00
06/03	Wilson, Richard A	Plant Pathology	Professor	Continuous	11/1/2022		145,000	AY	1.00
			Professor	Continuous		10/31/2022	132,752	AY	1.00
06/04	Woiwode, Ruth H	Animal Science	Asst Professor	Specific	10/1/2022		105,000	AY	1.00
			Asst Professor	Specific		9/30/2022	86,930	AY	1.00
06/03	External (Market) Adjustment								
06/04	Position Re-evaluation								
09/07	Position Add/Change								
09/10	Extension of Appointment								
09/13	Reappointment								

PERSONNEL REPORT
10/01/2022 - 12/31/2022
UNIVERSITY OF NEBRASKA-LINCOLN
NEW APPOINTMENTS

<u>NAME</u>	<u>UNIT</u>	<u>TITLE</u>	<u>APPT TYPE</u>	<u>BEGIN DATE</u>	<u>END DATE</u>	<u>SALARY</u>		<u>FTE</u>
Bednarski, Tomasz K	Nutrition & Health Sciences	Assistant Professor	Specific	10/1/2022		82,000	AY	1.00
Minnick, Jessica L	NUtech Ventures	Technology Manager	Special	11/1/2022		80,000	FY	1.00
Padden, Sean J	Athletics	General Manager	Special	12/19/2022		300,000	FY	1.00
Rhule, Matthew K	Athletics	Head Coach-Football	Special	11/28/2022		5,500,000	FY	1.00
Romero Camacho, Eduardo	Center for Biotechnology	Research Assistant Professor	Special	12/1/2022	11/30/2025	100,000	FY	1.00
Suarez, Mauricio	Psychology	Research Assistant Professor	Special	10/3/2022	10/2/2024	58,000	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
06/03	Alvarez Y Albala, Sophie	Center for Biotechnology	Research Associate Professor	Special	10/1/2022	9/13/2025	124,967	FY	1.00
			Research Associate Professor	Special		9/30/2022	109,967	FY	1.00
06/10	Bicak, Nathan E	College of Architecture	Douglass Architecture Professorship	Special	10/1/2022	6/30/2023	2,104	AY	0.00
			Douglass Architecture Professorship	Special		9/30/2022	2,205	AY	0.00
		Interior Design	Associate Professor	Continuous			79,856	AY	1.00
09/10	Brakenhoff, Brittany R	Ctr on Children Families & the Law	Research Asst Professor	Special	12/15/2022	6/30/2025	66,658	FY	1.00
			Research Asst Professor	Special		12/14/2022	66,658	FY	1.00
09/10	Fareed, Muhammad A	Physics & Astronomy	Research Assistant Professor	Special	12/1/2022	7/31/2023	71,500	FY	1.00
			Research Assistant Professor	Special		11/30/2022	71,500	FY	1.00
09/07	Gardner, Sue Ann	University Libraries	Chair, Collections Strategy & Open Schol	Special		12/11/2022	69,074	FY	0.60
			Professor	Continuous	12/12/2022		97,123	FY	1.00
			Professor	Continuous		12/11/2022	38,849	FY	0.40
09/07	Herrmann, Jessica L	Research Office of the Chancellor	Director of Federal Relations	Special		10/30/2022	120,194	FY	1.00
			Director of Government Relations	Special	10/31/2022		148,000	FY	1.00
09/07	Ianno, Natale Joseph	Electrical & Computer Engineering College of Engineering	Professor	Continuous			172,627	AY	1.00
			Lott Professorship	Special	10/1/2022	9/30/2023	10,000	AY	0.00
			Lott Professorship	Special		9/30/2022	10,000	AY	0.00
09/10	Johnson, Allison E	School of Biological Sciences	Research Assistant Professor	Special	10/1/2022	9/30/2023	56,712	FY	1.00
			Research Assistant Professor	Special		9/30/2022	56,712	FY	1.00
06/03	Naldrett, Michael J	Center for Biotechnology	Research Assistant Professor	Special	10/1/2022	9/30/2023	100,077	FY	1.00
			Research Assistant Professor	Special		9/30/2022	87,077	FY	1.00
06/10	Nam, Yunwoo	Community & Regional Planning College of Architecture	Associate Professor	Continuous			90,075	AY	1.00
			Hyde Architectural Professorship	Special	10/1/2022	6/30/2024	7,691	AY	0.00
			Hyde Architectural Professorship	Special		9/30/2022	7,500	AY	0.00
06/00	Ordia, Kendra L	Interior Design College of Architecture	Assistant Professor	Specific			75,410	AY	1.00
			Bachman Professorship	Special	10/1/2022	6/30/2024	7,383	AY	0.00
			Bachman Professorship	Special		9/30/2022	10,000	AY	0.00
06/00	Shenefelt, Lloyd H	Architecture College of Architecture	Assistant Professor	Specific			73,528	AY	1.00
			Bachman Professorship	Special	10/1/2022	6/30/2024	7,114	AY	0.00
			Bachman Professorship	Special		9/30/2022	7,716	AY	0.00
06/10	Tang, Zhenghong	Community & Regional Planning	Program Director	Special			5,000	AY	0.00
			Professor	Continuous			119,197	AY	1.00
		College of Architecture	Hyde Architectural Professorship	Special	10/1/2022	6/30/2024	15,196	AY	0.00
			Hyde Architectural Professorship	Special		9/30/2022	20,000	AY	0.00
09/10	Zhang, Ping	Physics & Astronomy	Sr Research Associate	Special	12/1/2022	11/30/2023	52,530	FY	1.00
			Sr Research Associate	Special		11/30/2022	52,530	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
06/00	Error Correction						
06/03	External (Market) Adjustment						
06/10	Administrative Adjustment						
09/07	Position Add/Change						
09/10	Extension of Appointment						

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
09/07	Barnason, Susan	CON - Lincoln Division	Professor	Continuous	12/15/2022		176,884	FY	1.00
			Professor	Continuous		12/14/2022	176,884	FY	1.00
			Christine Heide Sorensen Endowed Professor	Special	12/15/2022		0	FY	0.00
09/07	Bayles, Kenneth W	Pathology/Microbiology	Research Scientist	Special	10/1/2022	6/30/2023	8,779	FY	0.00
			Research Scientist	Special		9/30/2022	8,779	FY	0.00
			Professor	Continuous	10/1/2022		82,366	FY	0.19
			Professor	Continuous		9/30/2022	103,874	FY	0.58
		Vice Chancellor for Research	Vice Chancellor/Research	Special	10/1/2022		338,855	FY	0.81
			Assoc Vice Chanc for Basic Sci Research	Special		9/30/2022	73,762	FY	0.42
			Assoc Vice Chanc Stipend	Special		9/30/2022	35,000	FY	0.00
29/01	Beatty, Mark W	COD-Adult Restorative	Professor	Special	10/1/2022		29,777	AY	0.30
			Professor	Special		9/30/2022	24,814	AY	0.25
09/07	Beck, Jill C	Pediatrics Hematology/Oncology	Assoc Professor	Health Prof	10/1/2022	6/30/2023	42,981	FY	1.00
			Assoc Professor	Health Prof		9/30/2022	42,981	FY	1.00
		Pediatrics	Children's Hospital and Medical Center Hematology	Special	10/1/2022	0/30/2027	0	FY	0.00
09/07	Berger, Ann Malone	CON-Omaha Division	Professor	Special	12/14/2022		146,736	FY	0.80
			Professor	Special		12/13/2022	91,710	FY	0.50
		CON-Academic Programs	Interim Director	Special	12/14/2022		3,000	FY	0.00
09/07	Buchanan, Lynne M	CON-Omaha Division	Assoc Professor	Continuous	12/12/2022		140,158	FY	1.00
			Assoc Professor	Continuous		12/11/2022	140,158	FY	1.00
		CON-Academic Programs	Coordinator	Special	12/12/2022		1,500	FY	0.00
09/10	Buesing, Keely L	Surgery-Acute Care Surgery	Assoc Professor	Health Prof	10/1/2022	6/30/2023	66,700	FY	1.00
			Assoc Professor	Health Prof		9/30/2022	66,700	FY	1.00
09/07	Byrareddy, Siddappa Nagadenahalli N	Pharmacology/Exp Neuroscience	Professor	Continuous	10/1/2022		80,000	FY	1.00
			Professor	Continuous		6/30/2022	80,000	FY	1.00
			Research Scientist	Special	10/1/2022	6/30/2023	95,850	FY	0.00
			Research Scientist	Special		6/30/2022	87,476	FY	0.00
09/07	Cannella, Amy C	Int Med Rheumatology	Professor	Continuous	11/1/2022		71,769	FY	0.73
			Professor	Continuous		10/31/2022	71,769	FY	0.73
		Int Med Rheumatology	Gerald F. Moore Professor in Rheumatology	Special	11/1/2022		0	FY	0.00
09/07	Carritt, Nicole Lynn	Rural Health Initiatives	Int Asst Vice Chan, Wrkfrce Ed Relations	Special	11/1/2022	6/30/2023	25,091	FY	0.00
			Director Rural Health Initiatives	Special	11/1/2022		122,364	FY	1.00
			Director Rural Health Initiatives	Special		10/31/2022	122,364	FY	1.00
09/07	Chaperon, Claudia M	CON-Omaha Division	Assoc Professor	Health Prof	12/11/2022	6/30/2023	120,004	FY	1.00
			Assoc Professor	Health Prof		12/10/2022	120,004	FY	1.00
		CON-Academic Programs	Coordinator	Special		12/10/2022	1,500	FY	0.00
09/07	Culross, Beth	CON-Omaha Division	Asst Professor	Special	1/1/2023		112,485	FY	1.00
			Asst Professor	Special		12/31/2022	88,498	FY	0.70
		CON-Learning Resources	Director	Special	1/1/2023		3,000	FY	0.00
			Director	Special		12/31/2022	3,000	FY	0.00
		Academic Affairs	Associate Director IAE	Special		12/31/2022	23,987	FY	0.30
		Academic Affairs	Associate Director IAE	Special		12/31/2022	5,000	FY	0.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
09/07	Delaney, Jeffrey W	Pediatrics Cardiology	Professor	Continuous	10/1/2022		95,529	FY	1.00
			Professor	Continuous		9/30/2022	95,529	FY	1.00
			Theodore F. Hubbard MD Endowed Chair	Special	10/1/2022	0/30/2027	0	FY	0.00
29/01	Dong, Yuxiang	COP Pharmaceutical Science	Research Assoc Professor	Special	10/1/2022		54,285	FY	0.56
			Research Assoc Professor	Special		9/30/2022	51,377	FY	0.53
29/05		COP Pharmaceutical Science	Research Assoc Professor	Special	12/1/2022		44,591	FY	0.46
			Research Assoc Professor	Special		11/30/2022	54,285	FY	0.56
09/07	Ghosal, Gargi	Genetics Cell Biology & Anatomy	Co-Director MGCB MS Program	Special	11/1/2022		5,000	FY	0.00
			Research Scientist	Special	11/1/2022		14,190	FY	0.00
			Research Scientist	Special		10/31/2022	14,190	FY	0.00
			Asst Professor	Health Prof	11/1/2022	6/30/2023	82,400	FY	1.00
			Asst Professor	Health Prof		10/31/2022	82,400	FY	1.00
09/10	Gloden Carlson, Sarah A	Academic Affairs	Chief Compliance Officer	Special	10/1/2022		58,500	FY	0.30
			Chief Compliance Officer	Special		9/30/2022	153,391	FY	1.00
		Human Resources	Asst Vice Chancellor, Human Resources	Special	10/1/2022	12/31/2022	22,000	FY	0.00
			Asst Vice Chancellor, Human Resources	Special	10/1/2022		136,500	FY	0.70
		Academic Affairs	Interim Asst Vice Chancellor, Human Resources	Special		9/30/2022	16,000	FY	0.00
09/54			Chief Compliance Officer	Special	10/1/2022		58,500	FY	0.30
		Human Resources	Chief Compliance Officer	Special		9/30/2022	153,391	FY	1.00
			Asst Vice Chancellor, Human Resources	Special	10/1/2022	12/31/2022	22,000	FY	0.00
			Asst Vice Chancellor, Human Resources	Special	10/1/2022		136,500	FY	0.70
			Interim Asst Vice Chancellor, Human Resources	Special		9/30/2022	16,000	FY	0.00
09/08	Gonzales, Kelly J	CON-Omaha Division	Assoc Professor	Health Prof	11/1/2022	6/30/2025	124,714	FY	1.00
			Assoc Professor	Special		10/31/2022	124,714	FY	1.00
29/01	Gonzalez Garcia, Zoe M	Pediatrics Endocrine	Asst Professor	Special	10/14/2022		45,425	FY	1.00
			Asst Professor	Special		10/13/2022	36,340	FY	0.80
09/07	Gurumurthy, Channabasavaiah B	Pharmacology/Exp Neuroscience	Mouse Genome Eng Core Facility Dir	Special	12/1/2022	12/31/2022	75,000	FY	0.00
			Professor	Continuous	12/1/2022		80,000	FY	1.00
			Professor	Continuous		11/30/2022	80,000	FY	1.00
			Research Scientist	Special	12/1/2022	12/31/2022	73,334	FY	0.00
09/07	Hopkins, Corey R	COP Pharmaceutical Science	Professor	Continuous	12/1/2022		160,676	FY	1.00
			Professor	Continuous		11/30/2022	160,676	FY	1.00
			Director, UNMC Ctr Therapeutic Disc/Dev	Special	12/1/2022		10,000	FY	0.00
09/07	Johnson, Jolene J	MMI Education and Child Development	Director of Education	Special	10/1/2022		18,000	FY	0.00
			Director of Education	Special		9/30/2022	18,000	FY	0.00
			Asst Professor	Special	10/1/2022		115,156	FY	1.00
			Asst Professor	Special		9/30/2022	98,656	FY	1.00
09/01	Klepser, Donald G	COP Pharmacy Practice and Science	Professor	Continuous	10/1/2022		170,111	FY	1.00
			Professor	Continuous		9/30/2022	170,111	FY	1.00
		COP Dean's Office	Sr. Associate Dean for Academic Affairs	Special	10/1/2022		25,000	FY	0.00
			Assoc Dean for Acad Affairs	Special		9/30/2022	20,000	FY	0.00
09/07	Klugh III, Arnett	Neurosurgery	Assoc Professor	Health Prof	10/1/2022	6/30/2023	50,200	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
			Assoc Professor	Health Prof		9/30/2022	50,200	FY	1.00
		Pediatrics	Children's Hospital & Medical Center Chair in Pedi	Special	10/1/2022	9/30/2027	0	FY	0.00
09/07	Lowman, Sarah G	COD-Growth and Development	Asst Professor	Health Prof	10/1/2022	6/30/2023	125,405	FY	1.00
		COD-Dental Administration	Asst Professor	Health Prof		9/30/2022	125,405	FY	1.00
			Asst Dean of Admissions	Special	10/1/2022		30,000	FY	0.00
29/01	Lynch, Natalie M	Family Medicine	Asst Professor	Special	12/1/2022		27,550	FY	0.50
			Asst Professor	Health Prof		11/30/2022	55,100	FY	1.00
09/07	Marx, Caroline McAdam	COP Pharmacy Practice and Science	Professor	Health Prof	10/1/2022	6/30/2024	165,413	FY	1.00
			Professor	Health Prof		9/30/2022	165,413	FY	1.00
		COP Dean's Office	Asst Dean for Experiential Programs	Special	10/1/2022		21,000	FY	0.00
			Asst Dean for Experiential Programs	Special		9/30/2022	21,000	FY	0.00
		COP Pharmacy Practice and Science	Director, Pharmacy Adm Graduate Program	Special		9/30/2022	5,000	FY	0.00
29/01	Mathews, Wayne A	CAHP Physician Assistant	Assoc Professor	Special	12/31/2022	6/30/2023	12,768	FY	0.10
			Assoc Professor	Health Prof		12/30/2022	127,681	FY	1.00
09/07	Miller, Jason J	Surgery-Plastic&Reconstructive	Assoc Professor	Health Prof	10/17/2022	6/30/2027	77,093	FY	1.00
			Assoc Professor	Special		10/16/2022	77,093	FY	1.00
09/07	Miller, Kerry A	MMI Education and Child Development	Assoc Director Education and Child Dev	Special	10/1/2022		4,000	FY	0.00
			Assoc Director Education and Child Dev	Special		9/30/2022	4,000	FY	0.00
			Program Coordinator	Special	10/1/2022		2,500	FY	0.00
			Program Coordinator	Special		9/30/2022	2,500	FY	0.00
			Asst Professor	Special	10/1/2022		91,334	FY	1.00
			Asst Professor	Special		9/30/2022	81,334	FY	1.00
09/44	Mondal, Pinaki	Surgery-General Surgery	Research Scientist	Special		10/9/2022	3,572	FY	0.00
			Instructor	Special		10/9/2022	60,200	FY	1.00
		Int Med Hematology/Oncology	Instructor	Special	10/10/2022		87,500	FY	1.00
09/07	Moore, Tiffany A	CON-Omaha Division	Assoc Professor	Continuous	10/4/2022		131,000	FY	1.00
			Assoc Professor	Continuous		10/3/2022	131,000	FY	1.00
		CON-Academic Programs	Interim Associate Dean	Special	10/4/2022		5,000	FY	0.00
			Interim Associate Dean	Special		10/3/2022	5,000	FY	0.00
		CON-Omaha Division	Acting Assistant Dean	Special	10/4/2022		5,000	FY	0.00
06/07	O'Brien, Kathleen A	COD-Growth and Development	Asst Professor	Health Prof	10/1/2022	6/30/2025	125,000	FY	1.00
			Clinical Instructor	Health Prof		9/30/2022	98,400	FY	0.80
			General Practice Residency Director	Special	10/1/2022		10,000	FY	0.00
			General Practice Residency Director	Special		9/30/2022	10,000	FY	0.00
09/01		COD-Growth and Development	Asst Professor	Health Prof	10/1/2022	6/30/2025	125,000	FY	1.00
			Clinical Instructor	Special		9/30/2022	98,400	FY	0.80
			General Practice Residency Director	Special	10/1/2022		10,000	FY	0.00
			General Practice Residency Director	Special		9/30/2022	10,000	FY	0.00
29/01		COD-Growth and Development	Asst Professor	Health Prof	10/1/2022	6/30/2025	125,000	FY	1.00
			Clinical Instructor	Health Prof		9/30/2022	98,400	FY	0.80
			General Practice Residency Director	Special	10/1/2022		10,000	FY	0.00
			General Practice Residency Director	Special		9/30/2022	10,000	FY	0.00
09/07	Prokasky, Amanda A	MMI Education and Child Development	Asst Professor	Special	10/1/2022		79,446	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
			Asst Professor	Special		9/30/2022	73,819	FY	1.00
06/07	Ribeiro Wobido, Amanda	COD-Adult Restorative	Asst Professor	Health Prof	10/1/2022	6/30/2025	113,250	FY	1.00
			Asst Professor	Health Prof		9/30/2022	112,000	FY	1.00
09/01		COD-Adult Restorative	Asst Professor	Health Prof	10/1/2022	6/30/2025	112,000	FY	1.00
			Clinical Instructor	Health Prof		9/30/2022	112,000	FY	1.00
09/07	Rodabaugh, Kerry	COM Obstetrics/Gynecology	Professor	Health Prof	11/1/2022	6/30/2023	95,093	FY	1.00
			McClure Smith Professorship in Gynecological Onc	Special	11/1/2022	8/31/2027	20,800	FY	0.00
09/07	Schiller, Alicia M	Anesthesiology	Asst Professor	Special	11/7/2022		8,680	FY	0.10
			Asst Professor	Special		11/6/2022	86,800	FY	1.00
			Research Scientist	Special	11/7/2022		3,730	FY	0.00
			Research Scientist	Special		11/6/2022	37,300	FY	0.00
29/01		Anesthesiology	Asst Professor	Special	11/7/2022		8,680	FY	0.10
			Asst Professor	Special		11/6/2022	86,800	FY	1.00
			Research Scientist	Special	11/7/2022		3,730	FY	0.00
			Research Scientist	Special		11/6/2022	37,300	FY	0.00
09/07	Stuart, Nancy P	CON-Academic Programs	Coordinator	Special	10/1/2022		1,500	AY	0.00
09/07	Su, Dejun	COPH Health Promotion	Assoc Professor	Continuous	10/1/2022		136,779	FY	1.00
			Assoc Professor	Continuous		9/30/2022	136,779	FY	1.00
		COPH Health Disparities	Director Ctr Reducing Hlth Disparities	Special		9/30/2022	5,000	FY	0.00
09/07	Tibbits, Melissa K	COPH Health Promotion	Vice Chair, Health Promotion	Special		12/30/2022	5,000	FY	0.00
			Graduate Program Comm Director	Special		12/30/2022	5,000	FY	0.00
			Assoc Professor	Health Prof	12/31/2022	6/30/2023	126,928	FY	1.00
			Assoc Professor	Health Prof		12/30/2022	126,928	FY	1.00
09/07	Wallace, Maegen J	Orthopaedic Surgery	Assoc Professor	Health Prof	10/1/2022	6/30/2023	42,104	FY	1.00
			Assoc Professor	Health Prof		9/30/2022	42,104	FY	1.00
		Orthopaedic Surgery	Dr. Paul & Bernadette Esposito Endowed Chair for	Special	10/1/2022	9/30/2027	0	FY	0.00

06/07	Additional Responsibilities								
06/10	Administrative Adjustment								
09/01	Promotion Within								
09/07	Position Add/Change								
09/08	Reclassification								
09/09	Other Status Change								
09/10	Extension of Appointment								
09/16	New Faculty								
09/43	Lateral/Transfer - C								
09/44	Lateral/Transfer - Rate Chg-C								
09/54	Promotion/Transfer -Rate Chg-C								
29/01	Change Employment %								
29/05	Voluntary FTE Reduction								

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
Armstrong, Brian K	Ophthalmology and Visual Sciences	Assoc Professor	Health Prof	10/1/2022	6/30/2027	50,000	FY 1.00
Barrett, Christopher D	Surgery-Acute Care Surgery	Asst Professor	Health Prof	10/1/2022	6/30/2023	45,000	FY 1.00
Barrett, Erin X	Dermatology	Assoc Professor	Health Prof	10/1/2022	6/30/2023	50,000	FY 1.00
Chen, Kuan-Hua	Neurological Sciences	Asst Professor	Health Prof	12/1/2022	6/30/2027	60,000	FY 1.00
	Neurological Sciences	Research Scientist	Special	12/1/2022	6/30/2023	45,000	FY 0.00
Chinn, Lisa M	McGoogan Health Sciences Library	Asst Professor	Special	10/17/2022		67,000	FY 1.00
Dietle, Emily G	Pediatrics Gastroenterology	Asst Professor	Health Prof	11/2/2022	6/30/2027	45,000	FY 1.00
Duncan, Barrett WC	Radiology	Asst Professor	Special	11/1/2022		45,000	FY 1.00
Evans, Jared D	Pathology/Microbiology	Assoc Professor	Health Prof	10/1/2022	6/30/2023	70,000	FY 1.00
	Pathology/Microbiology	Research Scientist	Special	10/1/2022		100,000	FY 0.00
Fellman, Sarah N	CAHP Occupational Therapy	Asst Professor	Special	12/5/2022		88,000	FY 1.00
Fischer, Sarah	Psychiatry	Asst Professor	Special	11/1/2022		60,000	FY 1.00
Gribben, Paul F	Radiology	Asst Professor	Special	11/28/2022		45,000	FY 1.00
Guha, Upoma	COD-Adult Restorative	Assoc Professor	Health Prof	10/17/2022	6/30/2024	131,000	FY 1.00
Iqbal, Zahid	Anesthesiology	Asst Professor	Special	10/10/2022		110,000	FY 1.00
Jabak, Suha	Int Med GI	Asst Professor	Health Prof	10/13/2022	6/30/2027	57,000	FY 1.00
Johnson, Hillary D	Int Med General Medicine	Asst Professor	Special	12/1/2022		22,500	FY 0.50
Kolm-Valdivia, Nicole	COPH Epidemiology	Asst Professor	Health Prof	11/1/2022	6/30/2024	115,000	FY 1.00
	COPH Office of the Dean	Asst Dean Academic Affai	Special	11/1/2022		25,000	FY 0.00
Korzyukov, Oleg	Neurological Sciences	Asst Professor	Special	12/19/2022		11,500	FY 0.15
Kukrety, Shweta P	Int Med Pulmonary	Asst Professor	Health Prof	10/1/2022	6/30/2023	57,000	FY 1.00
Kumar, Vikas	Genetics Cell Biology & Anatomy	Asst Professor	Health Prof	10/1/2022	6/30/2023	60,000	FY 1.00
	Genetics Cell Biology & Anatomy	Research Scientist	Special	10/1/2022	6/30/2023	57,300	FY 0.00
Lee, Jae S	Radiology	Asst Professor	Special	11/1/2022		45,000	FY 1.00
Lewis, Erik E	Surgery-Cardiothoracic Surgery	Asst Professor	Health Prof	10/1/2022	6/30/2025	45,000	FY 1.00
Lonowski, Sarah L	Dermatology	Asst Professor	Health Prof	10/1/2022	6/30/2023	45,000	FY 1.00
Mullane, Audrina A	Neurological Sciences	Asst Professor	Health Prof	10/1/2022	6/30/2023	45,000	FY 1.00
Perinkulam Ramanathan, Subramanian	Genetics Cell Biology & Anatomy	Asst Professor	Health Prof	12/1/2022	6/30/2023	60,000	FY 1.00
	Genetics Cell Biology & Anatomy	Research Scientist	Special	12/1/2022	6/30/2023	20,000	FY 0.00
Schumacher, Rachel E	MMI Psychology	Asst Professor	Special	10/1/2022		90,000	FY 1.00
Tierney, John F	Surgery-Acute Care Surgery	Asst Professor	Health Prof	10/1/2022	6/30/2023	45,000	FY 1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
Tiwari, Nidhish	Int Med Cardiovascular Medicine	Assoc Professor	Health Prof	10/17/2022		57,000	FY	1.00
Wan, Shibiao	Genetics Cell Biology & Anatomy	Assistant Professor	Health Prof	10/1/2022	6/30/2023	60,000	FY	1.00
	Genetics Cell Biology & Anatomy	Asst Director BSIB Core	Special	10/1/2022		27,100	FY	0.00
	Genetics Cell Biology & Anatomy	Research Scientist	Special	10/1/2022	6/30/2023	48,400	FY	0.00
Winfree, Seth	Pathology/Microbiology	Asst Professor	Special	12/1/2022		60,000	FY	1.00
	Pathology/Microbiology	Research Scientist	Special	12/1/2022		15,000	FY	0.00
Zumach, Gregory M	COP Pharmacy Practice and Science	Clinical Asst Prof	Special	12/1/2022		125,000	FY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
Dotov, Dobromir	Biomechanics	Assistant Professor	Specific	11/1/2022	3/22/2024	85,000	AY	1.00

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
06/02	Buttermore, Matthew W	Volleyball	Head Coach, Volleyball	Special	12/1/2022		100,000	FY	1.00
			Head Coach, Volleyball	Special		11/30/2022	93,172	FY	1.00
06/00	Hundley, Heather L	Communication	Director	Special	12/1/2022	6/30/2024	82,200	FY	0.60
			Director	Special		6/30/2022	82,200	FY	0.60
			Professor	Continuous	12/1/2022		62,800	FY	0.40
			Professor	Continuous		6/30/2022	50,800	FY	0.40
			Reilly Diamond Alumni	Special	12/1/2022	6/30/2024	12,000	FY	0.00
			Reilly Diamond Alumni	Special		6/30/2022	12,000	FY	0.00
09/07	Kinney, Payton R	Baseball	Other Hourly Worker	Other		9/30/2022	19,607	FY	0.49
			Assistant Coach - Baseball	Special	10/1/2022		40,018	FY	1.00
09/07	Moore, James C	Physics	Chairperson	Special	10/1/2022	5/16/2025	53,380	AY	0.60
			Chairperson	Special		9/30/2022	53,380	AY	0.60
		Academic Affairs	Director, STEM TRAIL Center	Special	10/1/2022	8/31/2024	21,000	AY	0.00
		Physics	Professor	Continuous	10/1/2022		33,186	AY	0.40
			Professor	Continuous		9/30/2022	33,186	AY	0.40
			Haddix Community Chair in Physical Scien	Special	10/1/2022	8/31/2023	22,500	AY	0.00
			Haddix Community Chair in Physical Scien	Special		9/30/2022	22,500	AY	0.00
09/07	Myers, Sara A	Psychology	Varner Chair	Special	10/1/2022	8/31/2023	10,000	FY	0.00
			Varner Chair	Special		9/30/2022	10,000	FY	0.00
		Office of Research & Creative Actvty	Interim Associate Vice Chancellor for Research	Special	10/1/2022	6/30/2023	36,000	FY	0.00
			Assistant Vice Chancellor for Research	Special	10/1/2022		87,526	FY	0.58
			Assistant Vice Chancellor for Research	Special		9/30/2022	87,526	FY	0.58
09/07	Nielsen, David J	Office of the Chancellor	Academic Affairs Budget Specialist	Special		9/30/2022	7,200	FY	0.00
		College of Business Administration	Assistant Dean	Special	10/1/2022		153,250	FY	1.00
			Assistant Dean	Special		9/30/2022	153,250	FY	1.00
09/09	Tarry, Scott E	NASA Space Grant and Epscor	Director/Chair	Special	10/25/2022		14,000	FY	0.00
		Aviation Institute	Director/Chair	Special		10/24/2022	14,000	FY	0.00
		College of Public Affrs & Comm Svc	Associate Dean	Special	10/25/2022		181,000	FY	1.00
			Associate Dean	Special		10/24/2022	181,000	FY	1.00
09/07	Thurin, Sasha K	Strategic Marketing & Comm	Chief Communications & Marketing	Special	12/19/2022	6/1/2023	15,581	FY	0.00
			Director, Marketing	Special	12/19/2022		103,875	FY	1.00
			Director, Marketing	Special		12/18/2022	103,875	FY	1.00
06/10	Walters II, Timothy P	Women's Soccer	Head Coach, Women's Soccer	Special	12/1/2022		75,000	FY	1.00
			Head Coach, Women's Soccer	Special		11/30/2022	68,251	FY	1.00
09/09	Watkins, Wayne H	Scott Scholars Program	Executive Director, Scott Scholarshp Pgm	Special	10/7/2022	7/31/2025	270,400	FY	1.00
		Student Life & Wellbeing	Executive Director, Scott Scholarshp Pgm	Special		6/30/2022	260,000	FY	1.00
06/00	Error Correction								
06/02	Performance Adjustment								
06/10	Administrative Adjustment								

PERSONNEL REPORT
10/01/2022 - 12/31/2022
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>
09/07	Position Add/Change							
09/09	Other Status Change							

TO: The Board of Regents Addendum XI-D-7

Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Naming of three indoor tennis courts in the Sid and Hazel Dillon Tennis Center at UNL

RECOMMENDED ACTION: Report

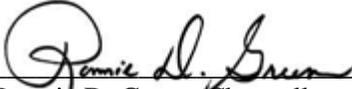
PREVIOUS ACTION: None

EXPLANATION: President Carter and Chancellor Ronnie Green have approved the naming of three indoor tennis courts in the Sid and Hazel Dillon Tennis Center, at the University of Nebraska-Lincoln (UNL), the “Bill Scott Court”, “John Scott Court”, and “Don Scott Court”, in recognition of a significant financial contribution by Bill and Ruth Scott.

Bill and Ruth Scott are deeply rooted and invested in the Nebraska community. Bill Scott is a 1953 graduate of the UNL College of Business. A native of Ashland, he joined Buffett Partnership in 1959 and Berkshire Hathaway in 1970, where he remained until the early 1990s. Ruth Scott, also a native of Ashland, earned a bachelor’s degree in education from UNL in 1951. She went on to teach and later founded the Omaha Bridge Studio. The Scotts were substantial contributors towards UNL’s Barbara Hibner Soccer Stadium in 2015 and declined a naming opportunity at that time. Naming these courts after each of the three tennis players in their family recognizes their significant financial contribution to the University.

This item has been reviewed by the Business and Finance Committee.

SPONSOR: Michael Zeleny
Vice Chancellor for Business and Finance

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


Walter E. Carter, President
University of Nebraska System

DATE: March 2, 2023

TO: The Board of Regents Addendum XI-D-8
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Approval of Intermediate Design Report

RECOMMENDED ACTION: Report

PREVIOUS ACTION: June 23, 2022 - the Board of Regents approved the program statement and budget for the UNMC College of Dentistry located on the UNL East Campus Building Modernization Project to address deferred maintenance, compliance, and building renewal needs. Approval of Intermediate Design fixes the project scope and budget.

EXPLANATION: Following is a summary of the Intermediate Design Report approved by the Business and Finance Committee:

College of Dentistry (CoD) Building Modernization Project

Program Statement Approved: June 23, 2002
Intermediate Design Report March/April 2023

	<i>Program Statement</i>	<i>Intermediate Design</i>
Total Project Budget	\$14,000,000	\$14,000,000
Construction Budget	\$10,433,004	\$10,433,004
Non-Construction Budget	\$3,566,996	\$3,566,996

NSF: 73,609

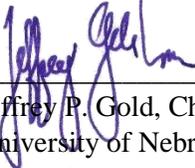
GSF: 127,748

Construction Complete: January 2025

This item has been reviewed by the Business and Finance Committee.

SOURCE OF FUNDS: LB384

SPONSORS: Anne Barnes
Vice Chancellor for Business, Finance and Business Development

APPROVED: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: March 2, 2023

TO: The Board of Regents Addendum XI-D-9
 Business and Finance Committee

MEETING DATE: April 7, 2023

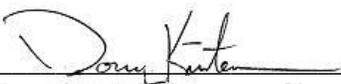
SUBJECT: University of Nebraska at Kearney
 Report of Gifts, Grants, Contracts and Bequests accepted during the
 Quarter October 1, 2022 through December 31, 2022.

RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/22-9/30/22	\$ 821,444	\$ 5,612,763	\$0	\$ 68,872	\$ 6,503,079
10/1/22-12/31/22	\$1,843,334	\$ 2,813,388	\$0	\$ 22,693	\$ 4,679,415
1/1/23-3/31/23	\$ 0	\$ 0	\$0	\$ 0	\$ 0
4/1/23-6/30/232	\$ 0	\$ 0	\$0	\$ 0	\$ 0
Fiscal YTD Totals	<u>\$2,664,778</u>	<u>\$ 8,426,151</u>	<u>\$0</u>	<u>\$ 91,565</u>	<u>\$ 11,182,494</u>
2021-22 Totals	<u>\$7,747,857</u>	<u>\$12,337,605</u>	<u>\$0</u>	<u>\$ 194,800</u>	<u>\$ 20,280,262</u>
2020-21 Totals	<u>\$4,536,974</u>	<u>\$30,000,581</u>	<u>\$0</u>	<u>\$ 240,100</u>	<u>\$ 34,777,655</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 Watts
 Vice Chancellor for Business and Finance

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

DATE: March 2, 2023

University of Nebraska at Kearney
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER October 1, 2022 through December 31, 2022

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
University of NE Foundation	Scholarships	\$ 1,276,007
University of NE Foundation 174,269	New West Trainers	\$
	Subtotal	\$ 1,450,276
	Total amount of gifts under \$100,000	<u>\$ 393,058</u>
Total Gifts for the Quarter		<u>\$ 1,843,334</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
US Dept. of Transportation	Safety Center	Rural Transit Proj	\$ 2,115,707
	Subtotal		\$ 2,115,707
	Total amount of all Grants under \$1,000,000		<u>\$ 697,681</u>
	Total Grants for the Quarter		<u>\$ 2,813,388</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>\$ 22,693</u>
	Total Contracts for the Quarter		<u>\$ 22,693</u>

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: University of Nebraska-Lincoln
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter October 1, 2022, through December 31, 2022

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/22-9/30/2022	\$582,993	\$77,917,505	\$0	\$6,943,722	\$85,444,220
10/1/22-12/31/2022	540,200	55,784,571	0	12,367,224	68,691,995
1/1/23-3/31/2023	0	0	0	0	0
4/1/23-6/30/2023	0	0	0	0	0
Fiscal YTD Totals	<u>\$1,123,193</u>	<u>\$133,702,076</u>	<u>\$0</u>	<u>\$19,310,946</u>	<u>\$154,136,215</u>
2021-22 Totals	<u>\$1,514,178</u>	<u>\$250,917,892</u>	<u>\$0</u>	<u>\$45,648,586</u>	<u>\$298,080,656</u>
2020-21 Totals	<u>\$1,322,677</u>	<u>\$295,108,763</u>	<u>\$8,785</u>	<u>\$55,199,901</u>	<u>\$351,640,126</u>

- A - Gifts of \$100,000 or more are itemized on the attached pages
- B - Grants of \$1,000,000 and more are itemized on the attached pages
- C - All bequests are itemized on the attached pages
- D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: Bob Wilhelm
Vice Chancellor for Research & Economic Development

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: March 2, 2023

University of Nebraska-Lincoln
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER 10/01/2022 – 12/31/2022

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Johnny Carson Foundation	Student Computer Fund	\$220,000
Greeneye Technology	SCAL Weed Science Research	\$105,000
	Subtotal	\$325,000
	Total amount of gifts under \$100,000	<u>\$215,200</u>
	Total Gifts for the Quarter	<u>\$540,200</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Justin Chase Brown Academic Services & Enrollment Management	Undergraduate Scholarships FY 22-23	\$7,107,961
NSF	Ken Bloom Department of Physics and Astronomy	U.S. CMS Operations at the Large Hadron Collider	\$2,562,500
DHHS- Nat Inst Gen Medical Sci	Jiantao Guo Department of Chemistry	Nebraska Center for Integrated Biomolecular Communication, Phase 2	\$2,244,875
Buffett Early Childhood Fund	Julia Torquati Department of Child, Youth and Family Studies	Responsive Equitable System for Preparing Early Childhood Teachers (RESPECT) across Nebraska	\$2,159,125
Dept of Agriculture- NIFA	Brad Lubben Department of Agricultural Economics	North Central Extension Risk Management Education Center	\$2,121,750
NSF	Wendy Smith Center for Science, Mathematics & Computer Education	Using Networked Improvement Communities to Scale Up Program Transformation for Secondary Mathematics Teacher Preparation (NIC-Transform Scale Up)	\$1,837,638

Ne Dept Health & Human Serv	Jean Ann Fischer Department of Nutrition and Health Sciences	Supplemental Nutrition Assistance Program Education: Nutrition Education and Obesity Prevention Grant	\$1,771,236
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	\$1,500,000
Dept of Agriculture- OCE	Mark Svoboda School of Natural Resources	USDA Support for Enhancements to the U.S. Drought Monitor and engaging the USDA Climate Hubs 2022-2023	\$1,325,000
		Subtotal	\$22,630,085
		Total amount of all Grants under \$1,000,000	<u>\$33,154,486</u>
		Total Grants for the Quarter	<u>\$55,784,571</u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Ne Dept Health & Human Serv	Eve Brank Center on Children, Families and the Law	Training on Family and Policy Services	\$2,257,303
Ne Dept Health & Human Serv	Nicole Gohring Bureau of Sociological Research	Behavioral Risk Factor Surveillance System, Adult Tobacco Survey, and Pregnancy Risk Assessment Monitoring System	\$1,154,440
UNMC- Univ of Ne- Medical Center	Robert Powers Department of Chemistry	Further Development of 5-AED (Androstenediol, Neumune) for the Protection from Acute Radiation Syndrome (ARS)	\$659,073
Ne Dept Health & Human Serv	Alian Kasabian Social and Behavioral Science Research Consortium	State Health Assessment Evaluation	\$445,000
		Subtotal	\$4,515,816
		Total amount of all Contracts under \$400,000	<u>\$7,851,408</u>
		Total Contracts for the Quarter	<u>\$12,367,224</u>

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the
Quarter October 1, 2022 through December 31, 2022

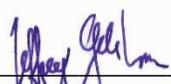
RECOMMENDED ACTION: Report

EXPLANATION: This item has been reviewed by the Business and Finance Committee.

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2022 – 09/30/2022	\$230,782	\$43,847,230	\$0	\$20,617,188	\$64,695,200
10/01/2022 – 12/31/2022	\$256,093	\$21,038,503	\$0	\$21,385,299	\$42,679,895
01/01/2023 – 03/31/2023					
04/01/2023 – 06/30/2023					
Fiscal YTD Totals	<u>\$486,875</u>	<u>\$64,885,733</u>	<u>\$0</u>	<u>\$42,002,487</u>	<u>\$107,375,095</u>
2021-2022 Totals	<u>\$727,958</u>	<u>\$149,100,093</u>	<u>\$250,000</u>	<u>\$101,817,435</u>	<u>\$251,895,486</u>
2020-2021 Totals	<u>\$1,038,992</u>	<u>\$132,836,135</u>	<u>\$0</u>	<u>\$94,574,351</u>	<u>\$228,449,478</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: Kenneth W. Bayles
Vice Chancellor for Research

APPROVAL: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: March 2, 2023

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: University of Nebraska Medical Center
Report of Gifts, Grants, Contracts and Bequests Accepted During the
Quarter October 1, 2022 through December 31, 2022

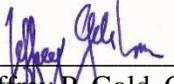
RECOMMENDED ACTION: Report

EXPLANATION: This item has been reviewed by the Business and Finance Committee.

Description	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
07/01/2022 – 09/30/2022	\$230,782	\$43,847,230	\$0	\$20,617,188	\$64,695,200
10/01/2022 – 12/31/2022	\$256,093	\$21,038,503	\$0	\$21,385,299	\$42,679,895
01/01/2023 – 03/31/2023					
04/01/2023 – 06/30/2023					
Fiscal YTD Totals	<u>\$486,875</u>	<u>\$64,885,733</u>	<u>\$0</u>	<u>\$42,002,487</u>	<u>\$107,375,095</u>
2021-2022 Totals	<u>\$727,958</u>	<u>\$149,100,093</u>	<u>\$250,000</u>	<u>\$101,817,435</u>	<u>\$251,895,486</u>
2020-2021 Totals	<u>\$1,038,992</u>	<u>\$132,836,135</u>	<u>\$0</u>	<u>\$94,574,351</u>	<u>\$228,449,478</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: Kenneth W. Bayles
Vice Chancellor for Research

APPROVAL: 

Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: March 2, 2023

UNIVERSITY OF NEBRASKA MEDICAL CENTER
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER October 1, 2022 – December 31, 2022

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Hattie B Munroe Foundation	Camp Munroe (July – September)	\$147,901
	Subtotal	\$147,901
	Total amount of Gifts under \$100,000	\$108,192
	Total Gifts for the Quarter	\$256,093

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
DHHS/NIH/NIGMS	COP Pharmaceutical Science	Nebraska Center for Nanomedicine (Phase III)	\$1,143,750
DHHS/HRSA	COPH Health Promotion	The Region VII Public Health Expansion Scholarship Program	\$1,499,993
DHHS/HRSA	COPH Health Promotion	Establish an Evidence-Based Training and Certification Program for Community Health Workers and Health Support Workers in Nebraska	\$2,982,600
DHHS/CDC/NIOSH	COPH Environ, Agri & Occ Health	NIOSH Centers for Agricultural Safety and Health - 2022 (CASH)	\$1,812,782
	Subtotal		\$7,439,125
	Total amount of all Grants under \$1,000,000		\$13,599,378
	Total Grants for the Quarter		\$21,038,503

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
VectivBio	Surgery-Transplant	An open-label extension trial to evaluate the long-term safety of apraglutide in short bowel syndrome (STARS Extended Study)	\$498,078
Ultragenyx Pharmaceutical Inc.	Orthopaedic Surgery	A Randomized, Double-Blind, Placebo-controlled, Phase 2/3 Study to Assess the Efficacy and Safety of Setrusumab in Subjects with Osteogenesis Imperfecta Protocol Number: UX143-CL301 (UX143-CL301)	\$465,597
Transplant Genomics Inc.	Int Med Nephrology	Trugraf Long-term Clinical Outcomes Study (TRULO)	\$644,950
Otsuka Pharmaceutical Development & Commericalization	Int Med Nephrology	A Phase 3, Multicenter, Randomized, Double-blind, Placebo-controlled Trial to Evaluate the Efficacy and Safety of Sibeprenlimab Administered Subcutaneously in Subjects with Immunoglobulin A Nephropathy (IgAN APRIL)	\$411,949
NE DHHS	Pathology/Microbiology	Bioterrorism Laboratory Services Agreement	\$719,458
NE DHHS	Int Med Infectious Diseases	ICAP/ASAP ELC Cares, Enhanced and IPC Training - HAI COVID	\$461,072
NE DHHS	Int Med Infectious Diseases	ICAP/ASAP ELC Cares, Enhanced and IPC Training - HAI COVID	\$2,403,964
Nebraska Department of Economic Development	COPH Environ, Agri & Occ Health	Mead ARPA Funds	\$1,000,000
NE DHHS	COPH Epidemiology	The Nebraska Center for Bioterrorism Education	\$572,477

Nebraska Department of Education	MMI UCEDD	Family Care Enhancement Project Results Driven Accountability	\$415,180
NE DHHS	Pathology/Microbiology	NPHL/DHHS Lab Services / Special Pathogens Contract	\$721,675
Mayo Clinic Arizona	Pathology/Microbiology	Molecular Diagnosis, Prognosis, and Therapeutic Targets in Lymphoma	\$431,164
Nebraska Total Care, Inc.	COPH Health Services Res & Admin	Nebraska Total Care seeks to collaborate with UNMC. COPH, Health Services Research Admin. to develop and implement quality improvement processes designed to bring positive changes in delivery of healthcare and population health.	\$500,000
Henry M Jackson Foundation for the Advancement of Military Medi	COPH Environ, Agri & Occ Health	Operational Research Environment for the National Disaster Medical System DoD Pilot Project	\$474,633
Council of State and Territorial Epidemiologists	Pediatrics Child Health	Maternal and child health conference and workforce development activities.	\$400,000
		Subtotal	\$10,120,197
		Total amount of Contracts under \$400,000	\$11,265,102
		Total Contracts for the Quarter	\$21,385,299

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter October 1, 2022, through December 31, 2022.

RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/22-9/30/2022	\$1,641,961	\$25,209,636	\$0	\$805,994	\$27,657,591
10/1/22-12/31/2022	\$1,942,208	\$4,829,032	\$0	\$9,646,390	\$16,417,630
1/1/23-3/31/2023	\$	\$	\$0	\$	\$
4/1/23-6/30/2023	\$	\$	\$0	\$	\$
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Fiscal YTD Totals	<u>\$3,584,169</u>	<u>\$30,038,668</u>	<u>\$0</u>	<u>\$10,452,384</u>	<u>\$44,075,221</u>
2021-2022 Totals	\$11,745,948	\$68,199,041	\$0	\$5,919,126	\$85,864,115
2020-2021 Totals	\$12,354,384	\$75,566,295	\$500,000	\$1,482,176	\$89,902,855

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: Carol A Kirchner
Vice Chancellor for Business and Finance

RECOMMENDED:



Joanne Li, Chancellor
University of Nebraska at Omaha

**UNIVERSITY OF NEBRASKA AT OMAHA
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER *October 1 – December 31, 2022***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Service-Learning Academy	145,032
NU Foundation	IS&T Tech Classroom & Lab	447,534
Pettengill Trust Stock	Pettengill Scholarships	421,405
	Subtotal	\$1,013,971
	Total amount of gifts under \$100,000	\$928,237
	Total Gifts for the Quarter	<u>\$1,942,208</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 \$1,499,999	Center for Afghanistan Studies	Public Service	
	Subtotal		\$1,499,999
	Total amount of all Grants under \$1,000,000		\$3,329,033
	Total Grants for the Quarter		<u>\$4,829,032</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>
U.S. Dept of Homeland Security	Management	Applied Research	\$4,508,109
U.S. Dept of Homeland Security	Political Science	Applied Research	\$ 997,092
U.S. Army Corps of Engineers	Interdisciplinary Informatics	Applied Research	\$4,000,000
	Subtotal		\$9,505,201
	Total amount of all Contracts under \$400,000		\$141,189
	Total Contracts for the Quarter		<u>\$9,646,390</u>



Memorandum

Date: March 2, 2023
To: Business and Finance Committee
From: Carol A. Kirchner, Vice Chancellor for Business and Finance
RE: Reports of Gifts, Grants, Contracts and Bequests Correction

Errors were discovered in the previously submitted Quarterly Gifts, Grants, Contracts, and Bequests reports for the University of Nebraska at Omaha, specifically in the amounts for Q1 2022 (Grants) and Q1 2023 (Gifts). These errors were the result of incorrect formulas and have been updated in the Q2 2023 report to reflect the corrected totals.

TO: The Board of Regents
Business and Finance Committee

MEETING DATE: April 7, 2023

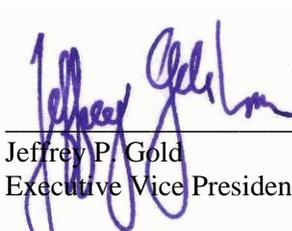
SUBJECT: University of Nebraska Office of the President
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter October 1, 2022, through December 31, 2022

RECOMMENDED ACTION: Report

	Gifts	Grants	Bequests	Contracts	Totals
	A	B	C	D	
Description					
7/1/22-9/30/2022	\$0	\$3,751,749	\$0	\$2,425,556	\$6,177,305
10/1/22-12/31/2022	0	107,690	0	0	107,690
1/1/23-3/31/2023	0	0	0	0	0
4/1/23-6/30/2023	0	0	0	0	0
Fiscal YTD Totals	<u>\$0</u>	<u>\$3,859,439</u>	<u>\$0</u>	<u>\$2,425,556</u>	<u>\$6,284,995</u>
2021-22 Totals	<u>\$0</u>	<u>\$6,359,238</u>	<u>\$0</u>	<u>\$90,643</u>	<u>\$6,449,881</u>
2020-21 Totals	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</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: David Jackson
Vice Provost

RECOMMENDED: 

Jeffrey P. Gold
Executive Vice President & Provost

DATE: March 2, 2023

**University of Nebraska Office of the President
 REPORT OF AWARDS
 WHICH REQUIRE SEPARATE ITEMIZATION
 ACCEPTED DURING THE QUARTER 10/01/2022 –12/31/2022**

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal	\$0
	Total amount of gifts under \$100,000	<u>\$0</u>
	Total Gifts for the Quarter	<u><u>\$0</u></u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
			\$0
		Subtotal	\$0
		Total amount of all Grants under \$1,000,000	<u>\$107,690</u>
		Total Grants for the Quarter	<u><u>\$107,690</u></u>

Contracts \$400,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
			\$0
		Subtotal	\$0
		Total amount of all Contracts under \$400,000	<u>\$0</u>
		Total Contracts for the Quarter	<u><u>\$0</u></u>

TO: The Board of Regents Addendum XI-D-10

Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Report on Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended January 31, 2023.

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

APPROVED:



Chris J. Kabourek, Senior Vice President | CFO
University of Nebraska System

DATE: March 2, 2023

Contracts over \$1,000,000 December 1, 2022– January 31, 2023
 NU Facilities, Planning and Capital Programs (UNK, UNL, UNMC, UNO)
 Business and Finance Report – Bids and Contracts

Type of Action	Campus	Description	Funding Source	Approved Budget Amount*	Contract Amount	Contractor / Vendor	Bid Review or Explanation
Construction	UNL	Architecture Complex LB384 Renovation - Phase 2	LB384	\$10,329,100	\$4,050,920	The Whiting-Turner Contracting Company	CMR GMP**
Construction	UNL	ENREEC Feedlot Innovation Center	Foundation	\$6,315,000	\$4,700,019	Settje Agri-Services & Engineering Inc.	CMR GMP**
Consultant	UNL	Neihardt Center (C036/C037/C038) LB384 Renovation	LB384	\$1,970,000	\$1,962,000	DLR Group Inc.	A/E Public RFQ
Construction	UNMC	Munroe Meyer Institute-J.P. Lord Demolition & Site Prep	Donor Funds	\$7,016,864	\$5,658,238	Kiewit Building Group Inc.	Low Bid Construction

*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-11

Business and Finance Committee

MEETING DATE: April 7, 2023

SUBJECT: Semi-Annual Report of Licenses

RECOMMENDED ACTION: Report

EXPLANATION: The attached report is a summary of licenses as provided by the campuses pursuant to Regents Policy RP-6.3.1(4)(v) of the Board of Regents of the University of Nebraska for the period July 1, 2022 through December 31, 2022.

The report outlines the following: type of action; campus; description and use of the product, service, or project; term of the license; and financial terms of the license.

RECOMMENDED:



Chris J. Kabourek
Senior Vice President | CFO

DATE: March 2, 2023



Pioneering Partnerships for Innovation™

REPORT OF TECHNOLOGY AND IP TRANSACTIONS
July 1, 2022, through December 31, 2022

Type of Action	Licensee	Campus	Description of Product/Service	Term of License	Contractual Requirements
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Millet Variety	3 years	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Hazelnut Variety	Duration of patent rights	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Hazelnut Variety	Duration of patent rights	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Soybean Varieties	9 years	License Fee & Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Soybean Varieties	9 years	License Fee & Royalty Bearing
Exclusive Intellectual Property License Agreement	CBI	UNL	Building Material Recycling	Duration of patent rights	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Triticale Variety	10 years	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Barley Variety	10 years	Royalty Bearing
Non-Exclusive Intellectual Property License Agreement	CBI	UNL	Pinto Bean Variety	10 years	License Fee & Royalty Bearing
Exclusive Intellectual Property License Agreement	CBI	UNL	Quilt Works	Perpetuity	License Fee & Royalty Bearing
Exclusive Intellectual Property Option Agreement	CBI	UNL	Soil Additive	6 months	Option
Exclusive Intellectual Property License Agreement	CBI	UNL	Fiber Optic Technologies	Duration of patent rights	License Fee & Royalty Bearing
Exclusive Intellectual Property License Agreement	CBI	UNL	Mutant Microorganism	Duration of use or duration of patent rights	License Fee & Royalty Bearing



Pioneering Partnerships for Innovation™

REPORT OF TECHNOLOGY AND IP TRANSACTIONS
July 1, 2022, through December 31, 2022

Exclusive Intellectual Property License Agreement	CBI	UNL	Documentary Film	10 years	Royalty Bearing
Exclusive Intellectual Property License Agreement	CBI	UNL	Sorghum Hybrid Variety	10 years	License Fee & Royalty Bearing
Exclusive Intellectual Property Option Agreement	CBI	UNL	Agricultural Robotics	6 months	Option

TO: The Board of Regents Addendum XI-D-12

Business and Finance Committee

MEETING DATE: April 7, 2023

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, 2022.

SPONSOR: Brooke Hay
Associate Vice President for Facilities, Planning and Capital Programs

APPROVED:


Chris J. Kabourek
Senior Vice President | CFO

DATE: March 2, 2023

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

KEARNEY

Calvin T. Ryan Library LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:		
Construction Start:	10/8/2021		DLR Group Inc.	2/2/2022	\$2,207,300			A/E Selection	Non Construction:	\$18,738,000	
Construction End Date:	6/1/2022		MCL Construction	3/1/2022	\$11,000			CM at Risk Selection	Total Project Cost:	\$6,262,000	
Phase:	7/31/2024	8/30/2022							% funds expended:	8%	
										Funding Source	
										State Funds LB384	\$25,000,000
										Total Funding	\$25,000,000

New Fraternity and Sorority Life (FSL) Housing

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:		
Construction Start:	2/12/2021		BWBR Architects Inc.	7/21/2021	\$1,949,250			A/E Selection	Non Construction:	\$28,302,000	
Construction End Date:	5/1/2021		Sampson Construction Co., Inc.	7/6/2021	\$27,931,143	1	(\$80,393)	CM at Risk Selection	Total Project Cost:	\$4,344,000	
Phase:	5/31/2023	11/22/2022							% funds expended:	56%	
										Funding Source	
										Campus Funds	\$32,646,000
										Total Funding	\$32,646,000

UNK-UNMC Health Education Building Health Science Education Complex (HSEC) Phase II

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:		
Construction Start:	8/11/2022		TBD					A/E Selection	Non Construction:	\$58,320,000	
Construction End Date:	9/30/2023		TBD					CM at Risk Selection	Total Project Cost:	\$26,680,000	
Phase:	7/31/2025								% funds expended:	0.3%	
										Funding Source	
										Private/Trust	\$35,000,000
										Total Funding	\$35,000,000

Warner Hall LB384/LB309 Renovation

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:		
Construction Start:	12/3/2021		Wilkins Architecture Design	11/30/2021	\$388,750			A/E Four Year Consultant	Non Construction:	\$5,925,137	
Construction End Date:	9/30/2022		Central Contracting Corporation	9/16/2022	\$5,888,000			Low Responsible Bid	Total Project Cost:	\$574,863	
Phase:	11/30/2024	8/10/2023							% funds expended:	14%	
										Funding Source	
										State Funds LB384	\$5,525,000
										State Funds LB309	\$475,000
										Campus Funds	\$500,000
										Total Funding	\$6,500,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

LINCOLN

Andrews Hall Air Handling Unit Replacement

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/2/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,735,900	
Construction Start:	5/22/2023		Farris Engineering Inc.	11/22/2021	\$360,500	1	\$43,000	A/E Four Year Consultant	Non Construction:	\$764,100	
Construction End Date:	5/17/2024		TBD						Total Project Cost:	\$5,500,000	
Phase:	Construction Documents									% funds expended:	7%
									Funding Source		
									State Funds LB384	\$5,000,000	
									Total Funding	\$5,000,000	

Architecture Complex LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	4/8/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$11,393,000	
Construction Start:	11/30/2022		HDR Architecture, Inc	8/25/2022	\$1,130,000			A/E Selection	Non Construction:	\$2,307,000	
Construction End Date:	8/31/2023	1/4/2024	The Whiting-Turner Contracting Co	10/31/2022	\$4,082,944			CM at Risk Selection	Total Project Cost:	\$13,700,000	
Phase:	Design Development									% funds expended:	11%
									Funding Source		
									Private/Trust	\$1,609,119	
									State Funds LB384	\$12,090,881	
									Total Funding	\$13,700,000	

Barkley Memorial Center Expansion and Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/6/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,243,800	
Construction Start:	5/31/2020		Alley Poyner Macchietto	3/10/2020	\$615,450	2	\$42,000	A/E Four Year Consultant	Non Construction:	\$1,756,200	
Construction End Date:	6/30/2022	06.20.2022	BECKENHAUER CONSTRUCTION	7/9/2020	\$7,047,686	11	\$325,915	CM at Risk Selection	Total Project Cost:	\$10,000,000	
Phase:	Construction									% funds expended:	93%
									Funding Source		
									Private/Trust	\$10,000,000	
									Total Funding	\$10,000,000	

Bessey Hall LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$1,046,900	
Construction Start:			RDG Planning & Design	7/24/2022	\$708,000	1	(\$138,000)	A/E Four Year Consultant	Non Construction:	\$953,100	
Construction End Date:									Total Project Cost:	\$2,000,000	
Phase:	Final Report									% funds expended:	9%
									Funding Source		
									State Funds LB384	\$2,000,000	
									Total Funding	\$2,000,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

LINCOLN

Carolyn Pope Edwards Hall, formerly Mabel Lee Hall Replacement Building (LB957)

BoR Schedule Dates								Contracts		Approved Budget	
Project Approved:	6/1/2017	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$36,450,000	
Construction Start:	1/31/2020		Sinclair, Hille & Associates, Inc.	10/12/2017	\$2,450,000	3	\$361,776	A/E Selection	Non Construction:	\$9,550,000	
Construction End Date:	11/30/2021	8/8/2022	Hausmann Construction, Inc.	2/4/2020	\$28,541,600	14	\$1,180,704	Low Responsible Bid	Total Project Cost:	\$46,000,000	
Phase:	Construction									% funds expended:	89%
										Funding Source	
										Private/Trust	\$6,000,000
										State Appropriations	\$40,000,000
										Total Funding	\$46,000,000

College of Law Schmid Law Library Renovation

BoR Schedule Dates								Contracts		Approved Budget	
Project Approved:	12/4/2020	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,262,000	
Construction Start:	5/31/2021		Alvine & Assoc	2/23/2021	\$404,000	1	\$5,000	A/E Four Year Consultant	Non Construction:	\$1,738,000	
Construction End Date:	5/31/2022	7/8/2022	Sampson Construction Co., Inc.	4/22/2021	\$3,575,201	4	\$112,301	CM at Risk Selection	Total Project Cost:	\$6,000,000	
Phase:	Warranty									% funds expended:	85%
										Funding Source	
										Private/Trust	\$6,000,000
										Total Funding	\$6,000,000

Feedlot Innovation Center at ENREEC

BoR Schedule Dates								Contracts		Approved Budget	
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$6,700,000	
Construction Start:	9/30/2022	10/15/2023	Settje Agri-Services & Engineering	7/20/2021	\$4,967,019			Design-Build	Non Construction:	\$800,000	
Construction End Date:	9/30/2023								Total Project Cost:	\$7,500,000	
Phase:	Construction									% funds expended:	5%
										Funding Source	
										Private/Trust	\$7,500,000
										Total Funding	\$7,500,000

Kiewit Hall, Phase 2 College of Engineering Building

BoR Schedule Dates								Contracts		Approved Budget	
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$100,602,111	
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000	3	\$412,400	A/E Selection	Non Construction:	\$14,397,889	
Construction End Date:	11/30/2023	12/22/2023	Kiewit Bldg Group Inc	10/19/2020	\$94,319,131	1	(\$418,895)	CM at Risk Selection	Total Project Cost:	\$115,000,000	
Phase:	Construction									% funds expended:	46%
										Funding Source	
										Private/Trust	\$115,000,000
										Total Funding	\$115,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

LINCOLN

Kimball Recital Hall LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$12,412,500
Construction Start:	8/31/2022		Quinn Evans Architects Inc.	4/27/2022	\$1,048,500	2	\$71,125	A/E Selection	Non Construction:	\$2,767,500
Construction End Date:	8/31/2024								Total Project Cost:	\$15,180,000
Phase:	Construction Documents								% funds expended:	7%
									Funding Source	
									State Funds LB384	\$15,180,000
									Total Funding	\$15,180,000

Lied Center for Performing Arts Renovation and Addition

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$19,645,350
Construction Start:	6/30/2022		HDR Architecture, Inc	12/12/2022	\$238,710			A/E Selection	Non Construction:	\$5,854,650
Construction End Date:	8/31/2024	9/30/2024	The Whiting-Turner Contracting Co	12/13/2022	\$181,705			CM at Risk Selection	Total Project Cost:	\$25,500,000
Phase:	Fundraising								% funds expended:	1%
									Funding Source	
									Other	\$25,500,000
									Total Funding	\$25,500,000

Morrill Hall LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$7,948,500
Construction Start:	3/31/2022		Kenneth Hahn Architects	3/21/2022	\$700,000			A/E Four Year Consultant	Non Construction:	\$1,316,500
Construction End Date:	12/31/2023								Total Project Cost:	\$9,265,000
Phase:	Construction Documents								% funds expended:	7%
									Funding Source	
									State Funds LB384	\$9,265,000
									Total Funding	\$9,265,000

Neihardt Center LB384 Renovation

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$17,224,000
Construction Start:	12/31/2022		DLR Group Inc.	1/10/2023	\$1,962,000			A/E Selection	Non Construction:	\$4,276,000
Construction End Date:	5/31/2024		TBD					CM at Risk Selection	Total Project Cost:	\$21,500,000
Phase:	Schematic Design								% funds expended:	0%
									Funding Source	
									State Funds LB384	\$21,500,000
									Total Funding	\$21,500,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

LINCOLN

North Stadium Expansion

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$135,113,954	
Construction Start:	4/30/2021		Bahr Vermeer & Haecker	6/23/2020	\$9,282,700	5	\$781,330	A/E Selection	Non Construction:	\$29,886,046	
Construction End Date:	4/30/2023	8/7/2023	Hausmann Construction, Inc.	6/26/2020	\$117,610,000			CM at Risk Selection	Total Project Cost:	\$165,000,000	
Phase:	Construction									% funds expended:	50%
									Funding Source		
									Revenue Bonds	\$50,000,000	
									Private/Trust	\$115,000,000	
									Total Funding	\$165,000,000	

Outdoor Track Replacement

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	2/7/2020	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$13,865,000
Construction Start:	3/31/2020		Clark & Enersen, Inc.	11/5/2019	\$675,000	1	\$129,000	A/E Four Year Consultant	Non Construction:	\$2,635,000
Construction End Date:	3/31/2021	1/1/2021	Nemaha Landscape Const.	10/27/2020	\$263,000	2	\$60,725	Low Responsible Bid	Total Project Cost:	\$16,500,000
Phase:	Warranty / Construction Documents	1/17/2022	Nemaha Landscape Const.	2/3/2021	\$1,816,750	4	(\$641,000)	Low Responsible Bid	% funds expended:	20%
		5/4/2022	Nemaha Landscape Const.	5/4/2021	\$7,299,210	9	\$443,346	Low Responsible Bid	Funding Source	
									Private/Trust	\$23,615,000
									Total Funding	\$23,615,000

Pershing Military & Naval Science Building LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,169,000	
Construction Start:	3/31/2022		HDR Architecture, Inc	9/22/2022	\$134,000			A/E Four Year Consultant	Non Construction:	\$1,831,000	
Construction End Date:	12/31/2023								Total Project Cost:	\$10,000,000	
Phase:	Schematic Design									% funds expended:	1%
									Funding Source		
									State Funds LB384	\$10,000,000	
									Total Funding	\$10,000,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

LINCOLN

Scott Engineering Center Renovation & Link Replacement (LB957 & LB384)

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	8/3/2018	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$69,325,000	
Construction Start:	6/30/2019		RDG Schutte Wilscam Birge Inc.	12/11/2018	\$5,651,000	3	\$130,500	A/E Selection	Non Construction:	\$10,631,000	
Construction End Date:	9/30/2022	1/24/2023	Hausmann Construction, Inc.	12/12/2018	\$61,134,918	14	\$830,616	CM at Risk Selection	Total Project Cost:	\$79,956,000	
Phase:	Construction									% funds expended:	77%
									Funding Source		
									Private/Trust	\$5,456,000	
									State Appropriations	\$72,000,000	
									State Funds LB384	\$2,500,000	
									Total Funding	\$79,956,000	

Westbrook Music Building LB384 Replacement Project

BoR Schedule Dates		Contracts							Approved Budget		
Project Approved:	12/3/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$60,454,000	
Construction Start:	5/31/2023		Sinclair, Hille & Associates, Inc.	4/20/2022	\$4,999,900			A/E Selection	Non Construction:	\$14,546,000	
Construction End Date:	5/31/2025		Hausmann Construction, Inc.	9/9/2022	\$75,000			CM at Risk Selection	Total Project Cost:	\$75,000,000	
Phase:	Design Development									% funds expended:	3%
									Funding Source		
									State Funds LB384	\$75,000,000	
									Total Funding	\$75,000,000	

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

MEDICAL CENTER

COD Building Modernization (LB384)

BoR Schedule Dates		Contracts					Approved Budget			
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$10,433,004
Construction Start:	5/1/2023		Pact Studio, Inc.	7/8/2022	\$136,478			A/E Consultant Selection	Non Construction:	\$3,566,996
Construction End Date:	5/1/2025								Total Project Cost:	\$14,000,000
Phase:	Design								% funds expended:	0.02%
									Funding Source	
									LB 384	\$14,000,000
									Total Funding	\$14,000,000

Munroe Meyer Institute-J.P. Lord Demolition & Site Prep

BoR Schedule Dates		Contracts					Approved Budget			
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$5,775,114
Construction Start:	3/14/2022		Kiewit Building Group Inc.	2/17/2022	\$4,707,542	1	\$950,696	Low Responsible Bid	Non Construction:	\$1,241,750
Construction End Date:	6/1/2023								Total Project Cost:	\$7,016,864
Phase:	Construction								% funds expended:	79%
									Funding Source	
									Total Funding	\$7,016,864

Saddle Creek Campus Administrative Facility (LB384)

BoR Schedule Dates		Contracts					Approved Budget			
Project Approved:	6/23/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$16,275,389
Construction Start:	TBD		Tetrad & Goldenrod	TBD	\$0			Developer Led	Non Construction:	\$4,724,611
Construction End Date:	TBD								Total Project Cost:	\$21,000,000
Phase:	Design								% funds expended:	0%
									Funding Source	
									LB 384	\$21,000,000
									Total Funding	\$21,000,000

Saddle Creek Campus Public Improvements (ILP)

BoR Schedule Dates		Contracts					Approved Budget			
Project Approved:	2/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$10,530,900
Construction Start:	9/1/2022		Olsson, FHU, Benesch	2/15/2022	\$1,362,470			A/E Consultant Selection	Non Construction:	\$7,469,100
Construction End Date:	8/1/2025		General Contractor TBD					Low Responsible Bid	Total Project Cost:	\$18,000,000
Phase:	Design								% funds expended:	8%
									Funding Source	
									ILP	\$18,000,000
									Total Funding	\$18,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of December 31, 2022

OMAHA

Durham Science Center LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	10/25/2019	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$28,879,100	
Construction Start:	3/15/2022		Clark & Enersen, Inc.	7/19/2021	\$2,075,000			A/E Consultant Selection	Non Construction:	\$6,120,900	
Construction End Date:	4/30/2024	5/13/2024	McCarthy Building Companies	8/17/2021	\$27,800,000	3	\$163,189	CM at Risk Selection	Total Project Cost:	\$35,000,000	
Phase:	Construction									% funds expended:	50%
										Funding Source	
										State Funds LB384	\$15,000,000
										Private/Trust	\$20,000,000
										Total Funding	\$35,000,000

Health and Kinesiology Building LB384 Renovation for REACH

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$8,650,000	
Construction Start:	12/31/2022		RDG Planning & Design	9/6/2022	\$691,991			A/E Consultant Selection	Non Construction:	\$1,350,000	
Construction End Date:	8/31/2024		Boyd Jones Construction	12/12/2022	\$12,500			CM at Risk Selection	Total Project Cost:	\$10,000,000	
Phase:	Design Development									% funds expended:	3%
										Funding Source	
										State Funds LB384	\$10,000,000
										Total Funding	\$10,000,000

Roskens Hall LB384 Renovation for the STEM TRAIL

BoR Schedule Dates		Contracts						Approved Budget			
Project Approved:	8/11/2022	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$4,311,400	
Construction Start:	11/30/2022		Holland Basham Architects	9/2/2022	\$280,000			A/E Consultant Selection	Non Construction:	\$688,600	
Construction End Date:	1/31/2024		McCarthy Building Companies, Inc	12/5/2022	\$20,000			CM at Risk Selection	Total Project Cost:	\$5,000,000	
Phase:	Construction Documents									% funds expended:	3%
										Funding Source	
										State Funds LB384	\$5,000,000
										Total Funding	\$5,000,000

Lincoln, Nebraska
February 10, 2023

The Board of Regents of the University of Nebraska met on February 10, 2023, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska, in a publicly convened session, the same being open to the public and having been preceded by advance publicized notice, a copy of which is attached to the minutes of this meeting as Attachment 1 (page 197).

In compliance with the provisions of Neb. Rev. Stat. § 84-1411, printed notice of this meeting was sent to each member of the Board and was posted in the first-floor lobby of Varner Hall. In addition, copies of such notice were sent to the Lincoln Journal Star, Omaha World-Herald, the Daily Nebraskan, the Gateway, the Antelope, the Kearney Hub, and the Lincoln office of the Associated Press on February 3, 2023.

Regents present:

Timothy Clare, Chair
Paul Kenney
Elizabeth O'Connor
Rob Schafer
Jim Scheer
Jack Stark
Barbara Weitz
Kathy Wilmot
Emily Saadi, University of Nebraska at Kearney
Jacob Drake, University of Nebraska-Lincoln
Nicole Kent, University of Nebraska Medical Center
Tori Sims, University of Nebraska at Omaha

University officials present:

Walter E. Carter, President
Jeffrey P. Gold, Executive Vice President and Provost; and
Chancellor, University of Nebraska Medical Center
Philip J. Bakken, Corporation Secretary
Douglas A. Kristensen, Chancellor, University of Nebraska at Kearney
Ronnie D. Green, Chancellor, University of Nebraska-Lincoln
Joanne Li, Chancellor, University of Nebraska at Omaha
Michael J. Boehm, Vice President for Agriculture and Natural Resources
Christopher J. Kabourek, Senior Vice President and CFO
Stacia L. Palser, Vice President and General Counsel
Heath M. Mello, Vice President for External Relations

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:00 a.m. Attendance is indicated above.

Chair Clare welcomed Regent Kathy Wilmot, District 7 representative and Regent Jim Scheer, District 3 representative.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

Motion Moved by Kenney and seconded by Stark to approve the minutes and ratify the actions of the regularly scheduled meeting on December 2, 2022.

Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Kenney, O'Connor, Schafer, Stark, Weitz, and Clare. Abstentions: Scheer and Wilmot. Motion carried.

Chair Clare announced the location of the Open Meeting Act in the Boardroom.

IV. PRESENTATIONS

Michael Boehm (Vice President/Harlan Vice Chancellor, Institute of Agriculture and Natural Resources), Galen Erickson (Cattle Industry Professor of Animal Science), Rebecca Sjostrand (Doctoral Student, Animal Science), and Jack Klosterman presented on the Feedlot Innovation Center project at UNL.

Senator John Arch, Speaker of the Legislature, presented a legislative update to the Board.

Josie Schafer, Director of the Center for Public Affairs Research at UNO, presented on changing workforce and education demographics.

President Carter and Chris Kabourek (Senior Vice President and CFO) presented on the University's budget status.

V. KUDOS

Regent Saadi presented a KUDOS award to Aaron Estes, Director of Academic Success at the University of Nebraska at Kearney.

Regent Drake presented a KUDOS award to Sara Haake, Dispatch Director for University Police at the University of Nebraska-Lincoln.

Regent Kent presented a KUDOS award to Erin Obermeier Schneider, Associate Director for External Relations at the Behavioral Health Education Center of Nebraska (BHECN) at the University of Nebraska Medical Center.

Regent Sims presented a KUDOS award to Michael Smith, General Manager of Baxter Arena at the University of Nebraska at Omaha.

The Board recessed at 11:01 a.m. and reconvened the open meeting at 11:12 a.m.

VI. ELECTION OF VICE CHAIR

Motion Moved by Kenney to nominate Regent Schafer for the position of Vice Chair of the Board.

Motion Moved by O'Connor to nominate Regent Weitz for the position of Vice Chair of the Board.

There being no further nominations, Chair Clare declared the nominations period closed.

- Action A secret ballot was taken. Corporation Secretary Bakken announced that Regent Schafer received four votes and Regent Weitz received four votes. The position of the non-voting Student Regents was recorded as three votes for Regent Weitz and one vote for Regent Schafer.
- A second secret ballot was taken. Corporation Secretary Bakken announced that Regent Schafer received four votes and Regent Weitz received four votes. The position of the non-voting Student Regents was recorded as three votes for Regent Weitz and one vote for Regent Schafer.
- A third secret ballot was taken. Corporation Secretary Bakken announced that Regent Schafer received four votes and Regent Weitz received four votes. The position of the non-voting Student Regents was recorded as three votes for Regent Weitz and one vote for Regent Schafer.
- Regent Weitz withdrew from consideration as Vice Chair.
- Motion Moved by Scheer and seconded by Kenney to nominate Regent Schafer for the position of Vice Chair. There being no further nominations, Chair Clare declared the nominations closed and called for a roll-call vote.
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried and Regent Schafer was elected Vice Chair.

VII. RESOLUTIONS

None

VIII. HEARINGS

None

IX. PRESIDENT'S REMARKS

None

X. PUBLIC COMMENT

None

XI. UNIVERSITY CONSENT AGENDA

- Motion Moved by Kent and seconded by Saadi to approve all Consent Agenda items.

A. ACADEMIC AFFAIRS

- XI-A-1 University of Nebraska System
President's Personnel Recommendations

B. BUSINESS AND FINANCE

University of Nebraska System

- XI-B-1 Acceptance of the audited financial statements of the University of Nebraska and related entities.
- XI-B-2 Approval to reappointment Chris Kabourek to serve on the AkSarBen Future Trust Board of Directors.
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and O'Connor. Motion carried.

XII. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

- Motion Moved by Kenney and seconded by Schafer to approve item XII-A-2.
- XII-A-2 Award of Regent Emeritus title to Jim Pillen.
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, and Schafer. Motion carried.
- Motion Moved by Stark and seconded by Drake to approve item XII-A-3.
- XII-A-3 Approval to transition the Bachelor of Science (BS) and Bachelor of Arts (BA) in Plant Biology within the College of Arts and Sciences to a singular Bachelor of Science (BS) offering in Plant Biology within the College of Agricultural Sciences and Natural Resources at UNL.
- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, and Scheer. Motion carried.
- Motion Moved by Kenney and seconded by Saadi to approve item XII-A-4.
- XII-A-4 Approval of request to provide assistance for faculty doctoral study pursuant to Regents' Policy 4.2.2 for Ellie Miller at UNMC.
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer, and Stark. Motion carried.

B. BUSINESS AND FINANCE

University of Nebraska System

- Motion Moved by Weitz and seconded by Kent to approve item XII-B-1.
- XII-B-1 Approval of amendments to the Audit, Risk, and Compliance Committee Charter.
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer, Stark, and Weitz. Motion carried.

- Motion Moved by Weitz and seconded by Drake to approve item XII-B-3.
- XII-B-3 Approval of 2023-2025 Collective Bargaining Agreement with the University of Nebraska at Kearney Education Association (UNKEA).
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Clare, Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, and Wilmot. Motion carried.
- University of Nebraska at Kearney
- Motion Moved by Kenney and seconded by Saadi to approve item XII-B-4.
- XII-B-4 Approval of amendment to projects costs for construction of the Regional Engagement and Alumni Center at UNK.
- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Kenney, O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, and Clare. Motion carried.
- University of Nebraska-Lincoln
- Motion Moved by Scheer and seconded by Drake to approve item XII-B-5.
- XII-B-5 Approval of budget increase for Architecture Complex Renovation Phase 2 at UNL.
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Schafer, Scheer, Stark, Weitz, Wilmot, Clare, and Kenney. Motion carried.
- Motion Moved by Schafer and seconded by Kenney to approve item XII-B-6.
- XII-B-6 Approval of design build contract amendments for the Feedlot Innovation Center at the UNL Eastern Nebraska Research, Extension, and Education Center.
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Schafer, Scheer, Stark, Weitz, Wilmot, Clare, Kenney, and O'Connor. Motion carried.
- Motion Moved by Schafer and seconded by Drake to approve items XII-B-7 and XII-B-8.
- XII-B-7 Approval of construction contract for Morrill Hall Renovation at UNL.
- XII-B-8 Approval of construction contract for Pershing Military and Naval Science Building Renovation at UNL.
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Scheer, Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, and Schafer. Motion carried.
- University of Nebraska Medical Center
- Motion Moved by Kent and seconded by Drake to approve item XII-B-9.
- XII-B-9 Approval and authorization to execute standard Guaranteed Maximum Price (GMP) amendments for the Campus Heating Hot Water Expansion Project at UNMC.

- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Stark, Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, and Scheer. Motion carried.
- Motion Moved by Kenney and seconded by Stark to approve item XII-B-10.
- XII-B-10 Approval to acquire property located at 414 South Saddle Creek Road, Omaha and enter into the associated Use Restriction Agreement for the acquired property and Ground Lease of 4444 Farnam Street, Omaha with Metro Federal Credit Union.
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: Weitz, Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer, and Stark. Motion carried.
- Motion University of Nebraska at Omaha
Moved by Sims and seconded by Kenney to approve item XII-B-11.
- XII-B-11 Approval of international student partner contingent fee agreements.
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Wilmot, Clare, Kenney, O'Connor, Schafer, Scheer, Stark, and Weitz. Motion carried.
- Motion Moved by Saadi and seconded by Sims to approve item XII-B-12.
- XII-B-12 Approval of Interlocal Agreement with the Douglas County Community Mental Health Center (CMHC) for detoxification services.
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Clare, Kenney, Schafer, Scheer, Stark, Weitz, and Wilmot. Abstention: O'Connor. Motion carried.

C. REPORTS

- XII-C-1 Report on expedited approval of Graduate Certificate in Conducting in the School of Music at UNO.
- XII-C-2 Report on dissolution of the Dual Degree Option for the Bachelor of Science in Information Technology Innovation at UNO and the Master of Public Health at UNMC.
- XII-C-3 Report on transition of the administrative home for the joint UNO-UNL Ph.D. in Information Technology to the UNO College of Information Science and Technology (without UNL affiliation) and renaming the degree the Ph.D. in Computing and Information Science.
- XII-C-4 Report on renaming the Bachelor of Arts (BA) and Bachelor of Science (BS) in Environmental Studies to the BA and BS in Environmental and Sustainability Studies at UNL.
- XII-C-5 Quarterly Personnel Reports for Quarter 1: July, August, and September 2022.
- XII-C-6 Fall 2022 Tenure Density Report.
- XII-C-7 Report on Campus Tuition Variances.

- XII-C-8 Report on Five-Year Strategy Accountability Measures.
- XII-C-9 Report on Kiewit Hall Budget Reallocation at UNL.
- XII-C-10 Intermediate Design Report on Architecture Hall Renovation at UNL.
- XII-C-11 Intermediate Design Report on Westbrook Music Replacement at UNL.
- XII-C-12 Report on Biopreparedness Exhibit naming at UNMC.
- XII-C-13 Report on Baxter Arena area naming at UNO.
- XII-C-14 Intermediate Design Report on STEM Trail Center at UNO.
- XII-C-15 Report on Gifts, Grants, and Bequests.
- XII-C-16 Report on Bids and Contracts.

Chair Clare accepted the reports on behalf of the Board.

XIII. ADDITIONAL BUSINESS

Motion Moved by Kenney and seconded by Stark that the Board of Regents 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.

Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Kenney, O'Connor, Schafer, Stark, Weitz, Wilmot, and Clare. Motion carried.

Chair Clare declared that the closed session would be strictly limited to a discussion of:

- Honorary Degrees and Awards.

The Board went into closed session at 12:10 p.m. The Board reconvened the open meeting at 12:23 p.m.

Motion Moved by Kenney and seconded by Sims to approve item XII-A-1.

XII-A-1 Approve the award of Honorary Degrees and Awards.

Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Schafer, Scheer, Weitz, Wilmot, Clare, and Kenney. Motion carried.

XII. ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Clare at 12:24 p.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Timothy F. Clare
Chair of the Board



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 10, 2023, at 9:00 a.m. in the Boardroom at Varner Hall, 3835 Holdrege Street, Lincoln, Nebraska.

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

Dated: February 3, 2023

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska



Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | nebraska.edu