

AGENDA
THE BOARD OF REGENTS
OF THE UNIVERSITY OF NEBRASKA
Varner Hall, 3835 Holdrege Street
Lincoln, NE 68583-0745
Friday, December 2, 2022
9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN ON SEPTEMBER 30, 2022
- IV. PRESENTATIONS
- V. KUDOS
 - Olivia Whittaker, University of Nebraska at Kearney*
 - Dean Young, University of Nebraska-Lincoln*
 - Theresa, Pisasale, University of Nebraska Medical Center*
 - Andrew Sage and Rebecca Renz, University of Nebraska at Omaha*
- VI. RESOLUTIONS
- VII. HEARINGS
- VIII. PRESIDENT’S REMARKS
- IX. PUBLIC COMMENT

The Standing Rules of the Board provide that any person who gives 24 hours’ notice to the Corporation Secretary of the Board may speak to any item that is not on the agenda. In addition, any person may appear and address the Board of Regents on any item on the agenda for this meeting. Each person will be given three minutes to make their remarks.
- X. UNIVERSITY CONSENT AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. President’s Personnel Recommendations, Addendum X-A-1
 - B. BUSINESS AND FINANCE
- XI. UNIVERSITY ADMINISTRATIVE AGENDA
 - A. ACADEMIC AFFAIRS
 - 1. Award of Regent Emeritus title to Bob Phares, Addendum XI-A-1
University of Nebraska at Kearney
 - 2. Approve transition of the Bachelor of Science (BS) in Public Administration within the Department of Political Science into the existing Bachelor of Arts (BA) and Bachelor of Science (BS) in Political Science at UNK, Addendum XI-A-2

3. Approve creation of the Master of Arts (MA) in Public History within the Department of History in the College of Arts and Sciences at UNK, Addendum XI-A-3

University of Nebraska-Lincoln

4. Approve transition of the Bachelor of Science (BS) and Bachelor of Arts (BA) in Latin American Studies into the existing BA and BS in Ethnic Studies at UNL, Addendum XI-A-4
5. Academic Freedom and Tenure Committee Report Recommending Termination of a Faculty Member's Continuous Appointment, Addendum XI-A-5

University of Nebraska Medical Center

6. Approve transition of the Master of Science (MS) in Emergency Preparedness into the existing Master of Public Health (MPH) administered by the College of Public Health at UNMC, Addendum XI-A-6
7. Approve naming of the Special Collections and Archives Department in McGoogan Health Sciences Library the "Robert S. Wigton Department of Special Collections and Archives" at UNMC, Addendum XI-A-7

B. BUSINESS AND FINANCE

Residence Hall Room and Board Rates

1. Approve the Residence Hall Room and Board Rates for Academic Years 2023-24, 2024-25, and 2025-26 at UNK, Addendum XI-B-1
2. Approve the Residence Hall Room and Board Rates for Academic Years 2023-24, 2024-25, and 2025-26 at UNL, Addendum XI-B-2
3. Approve the Residence Hall Room and Board Rates for Academic Years 2023-24, 2024-25, and 2025-26 at UNO, Addendum XI-B-3
4. Approve the Residence Hall Room and Board Rates for Academic Years 2023-24, 2024-25, and 2025-26 at NCTA, Addendum XI-B-4

University of Nebraska System

5. Approve revisions to Regents' Policy 5.6.1 related to sponsorship of speakers with student fees, Addendum XI-B-5

University of Nebraska-Lincoln

6. Approve agreement with the City of Lincoln to continue providing StarTran bus service on routes connecting City Campus, East Campus, and Nebraska Innovation Campus, Addendum XI-B-6
7. Approve Andrews Hall Air Handling Unit Replacement Project at UNL, Addendum XI-B-7
8. Approve change orders for Carolyn Pope Edwards Hall Project at UNL, Addendum XI-B-8
9. Approve and authorize execution of Guaranteed Maximum Price (GMP) contract for Architecture Complex Renovation Project at UNL, Addendum XI-B-9
10. Approve Guaranteed Maximum Price (GMP) contract amendment for Westbrook Music Building Replacement Project at UNL, Addendum XI-B-10

University of Nebraska Medical Center

11. Authorize amendment to the Interagency Agreement with the Nebraska Department of Health and Human Services to support the Medicaid Graduate Medical Education (GME) Supplemental Payment Program for UNMC, Addendum XI-B-11

University of Nebraska at Omaha

12. Approve contract with Sodexo to provide food service operations for UNO, Addendum XI-B-12

University of Nebraska at Omaha and University of Nebraska Medical Center

13. Approve Interlocal Cooperation Agreement with Douglas County related to public safety, Addendum XI-B-13

C. REPORTS

1. Report on renaming the Master of Science in Education (MS Ed) in Community Counseling to the MS Ed in Clinical Mental Health Counseling within the Department of Counseling, School Psychology, and Family Science, in the College of Education at UNK, Addendum XI-C-1
2. Report on renaming the Bachelor of Arts in Education (BA Ed) in Early Childhood Unified to the BA Ed in early Childhood Inclusive within the Department of Teacher Education in the College of Education at UNK, Addendum XI-C-2
3. Report on renaming the Master of Arts in Education (MA Ed) in K-6 School Principalship to the MA Ed in School Principalship PreK-8 within the Department of Educational Administration in the College of Education at UNK, Addendum XI-C-3
4. Report on renaming the Bachelor of Science (BS) in Sports Administration/Sports Administration Comprehensive to the BS in Sports Management/Sports Management Comprehensive in the College of Education at UNK, Addendum XI-C-4
5. Report on renaming the Bachelor of Science (BS) in Information Networking and Telecommunications Comprehensive to the BS in Information Technology and Networking Comprehensive within the Department of Cyber Systems in the College of Business and Technology at UNK, Addendum XI-C-5
6. Report on renaming the Bachelor of Science (BS) in Aviation Systems Management Comprehensive to the BS in Aviation Comprehensive within the Department of Industrial Technology in the College of Business and Technology at UNK, Addendum XI-C-6
7. Report on revisions to rules and regulations for self-government organizations: University of Nebraska Graduate College, Addendum XI-C-7
8. Report on Five-Year Strategy Accountability Measures, Addendum XI-C-8
9. Report on Othmer-Topp Endowment Fund for year ended June 30, 2022, Addendum XI-C-9
10. Report on Gifts, Grants, and Bequests, Addendum XI-C-10
11. Report on Bids and Contracts, Addendum XI-C-11
12. Report on Quarterly Status of Capital Construction Projects, Addendum XI-C-12

XII. ADDITIONAL BUSINESS

X. UNIVERSITY CONSENT AGENDA

A. ACADEMIC AFFAIRS

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

B. BUSINESS AND FINANCE

The President's Personnel Recommendations

Addendum X-A-1

Meeting Date: December 2, 2022

New Appointment

University of Nebraska-Lincoln

Kevin Van Den Wymelenberg, Dean (Special), College of Architecture and Professor (Continuous), College of Architecture; effective 01/05/2023, \$230,000, FY, 1.00 FTE.

Derek McLean, Dean (Special), Agricultural Research Division, Director (Special), Nebraska Agricultural Experiment Station, and Professor (Continuous), Department of Animal Science; effective 01/01/2023, \$247,500, FY, 1.00 FTE.

University of Nebraska at Omaha

Phil He, Senior Vice Chancellor for Academic Affairs (Special) and Professor (Continuous), School of Criminology and Criminal Justice; effective 01/02/2023, \$300,000, FY, 1.00 FTE.

Adjustments

University of Nebraska at Kearney

Paul Twigg, Interim Dean (Special), College of Arts and Sciences and Professor (Continuous), Department of Biology; effective 09/24/2022, \$160,000, FY, 1.00 FTE. Add Interim Dean appointment for two-year period or until permanent replacement is appointed.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

A. ACADEMIC AFFAIRS

1. Award of Regent Emeritus title to Bob Phares, Addendum XI-A-1

University of Nebraska at Kearney

2. Approve transition of the Bachelor of Science (BS) in Public Administration within the Department of Political Science into the existing Bachelor of Arts (BA) and Bachelor of Science (BS) in Political Science at UNK, Addendum XI-A-2
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TO: The Board of Regents Addendum XI-A-1
Academic Affairs

MEETING DATE: December 2, 2022

SUBJECT: Award of Regent Emeritus

RECOMMENDED ACTION: Approve the award of the title “Regent Emeritus” to Bob Phares

PREVIOUS ACTION: None

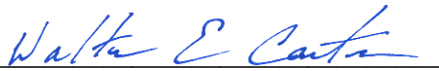
EXPLANATION: In accordance with Regents’ Policy 1.2.6, President Carter and the Executive Committee of the Board have nominated Regent Bob Phares for the title of Regent Emeritus.

Regent Phares has announced that he will not seek another term on the Board of Regents, and therefore, will retire from the Board following the December 2022 meeting. Regent Phares has represented District Seven as a distinguished member of the Board since 2006 and served three terms as chair. His experience in the fields of finance and business operations have been especially valuable to his service on the Board and the University.

In Regent Phares’ service, he has demonstrated: consistent pursuit of excellence, positive support of the University, a deep and genuine commitment to the University of Nebraska and the State of Nebraska, and selfless service.

It is an honor to recommend our colleague Bob Phares to receive the honorary title “Regent Emeritus.”

SPONSOR: Executive Committee
Board of Regents

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

DATE: November 10, 2022

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

MEETING DATE: December 2, 2022

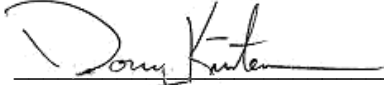
SUBJECT: Transition the Bachelor of Science (BS) in Public Administration within the Department of Political Science into the Existing Bachelor of Arts (BA) and Bachelor of Science (BS) in Political Science at UNK

RECOMMENDED ACTION: Approve transition the Bachelor of Science (BS) in Public Administration within the Department of Political Science into the Existing Bachelor of Arts (BA) and Bachelor of Science (BS) in Political Science at UNK

EXPLANATION: The UNK BS in Public Administration degree does not have enough majors to be sustained as a stand-alone degree. The existing BA and BS degrees in political science require a minor; the department will continue to offer a Public Administration minor. Any remaining students may continue to complete their degree or transition to a Political Science degree with the option to minor in Public Administration. The transition also will allow the faculty to better serve their students enrolled in the existing BS/BA degrees in political science. This action will result in the elimination of stand-alone degree in Public Administration.

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

SPONSORS: Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

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


Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

March 7, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Charles Bicak has requested approval to eliminate the Public Administration degree currently offered by the Political Science Department at the University of Nebraska at Kearney. Dr. Bicak's request follows: (1) notification by Vice Provost David Jackson that the degree is not meeting minimum performance standards as established by the Nebraska Coordinating Commission for Postsecondary Education; (2) departmental review of enrollment and degree data and, based on those factors, the department's recommendation to discontinue the degree program; and (3) support from the Dean of the College of Arts and Sciences to end the degree program.

I concur with these recommendations that UNK's Public Administration degree be eliminated and, accordingly, I seek your approval.

Dr. Bicak also notes departmental plans to address current and future student interest in Public Administration by modification of the existent minor and creation of a sub-field within traditional Political Science BA/BS degrees, I support this as well.

Sincerely,

Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: March 4, 2022

TO: Douglas A. Kristensen, Chancellor

A handwritten signature in black ink, which appears to read 'Ch. J. Bicap', is written over the 'TO:' line.

FROM: Charles J. Bicap, Senior Vice Chancellor for Academic & Student Affairs

RE: Request to eliminate the Bachelor of Science in Public Administration degree

I seek approval of the recommendation to eliminate the degree in Public Administration in the Department of Political Science in the University of Nebraska at Kearney effective in the 2022-2023 academic year. The most recent version of the UNK Strategic Plan (2021) states: Responsible Stewardship Matters: UNK is committed to efficient and effective administration of resources – human, financial, and physical/infrastructure – to ensure long-term institutional fiscal stability and environmental sustainability.

The persistent low enrollment and few majors have characterized the degree program in Public Administration for several years. This is documented in the letters from Dr. William Aviles, Chair of the Department of Political Science and Dr. Ryan Teten, Dean of the College of Arts & Sciences. Responsible stewardship underscores the importance of the recommendation to eliminate the degree program in Public Administration. Our commitment to current students will remain as course work will be offered.

The faculty in the Department plan to modify the existent minor in Public Administration so as to make it attractive to UNK students. They also plan to create a special sub-field within the traditional Political Science BA/BS degrees to ensure that existing interest in an education focused on public administration is met. No new resources are required to accomplish this.

Thank you for your attention to this important matter.

Cc. Ryan L. Teten, Dean
William Aviles, Chair



March 2, 2022

Dr. Charles Bicak,
Senior Vice Chancellor for Academic Affairs
The University of Nebraska at Kearney

Dear Dr. Bicak,

In 2016, the UNK Department of Political Science began the Public Administration degree. Approval was granted in 2015. Since that time, the BS in Public Administration has struggled to produce the enrollment and graduation rates that are expected. According to the data provided by Dr. Will Aviles, the chair of the department, the BS in PA has awarded only four degrees since 2016. Additionally, the majors seeking a PA degree has varied between one and six, but has never reached the general standards for enrollment and graduation expected by the University of Nebraska System, the Board of Regents, and the Coordinating Commission for Postsecondary Education. The department of political science cites significant challenges, including deficient student demand and a lack of faculty to engage this track, as contributing to this end.

As a result of the low numbers above, we were notified in October by Dr. David Jackson, System Vice Provost, that the PA degree was not meeting "minimum performance standards" and necessitated a re-evaluation by both the department and the college to determine the steps and "actionable plans" that could assist in reinforcing the existing program strengths and examining how to move forward successfully.

After close perusal of the PA degree, the department of political science determined that it lacked both the students and faculty, at this time, to successfully support a BS in Public Administration. As such, Dr. Will Aviles, chair of the department, has requested to "discontinue offering this degree until such time that our department sees evidence that enough students demand exists to re-introduce this degree." In the stead of a BS in PA, students interested in Public Administration will be able to select PA as a minor and subfield. The department will also examine whether or not demand may exist for the creation of a certificate in Public Administration.

After review of the historiography of the major in Public Administration, I support the proposal to end the BS in PA for the indefinite future. We will seek new ways to provide this curricula and to rebuild the major. However, at this time, I believe the creation of the minor and the examination of a certificate will appropriately serve the student demand while analyzing the overall future need. Thank you and please let me know if more information might be required.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Teten", is written over a light blue horizontal line.

Dr. Ryan Teten
Dean, College of Arts and Sciences
University of Nebraska at Kearney



David S. Jackson, Ph.D.
Vice Provost
University of Nebraska
Office of the Executive Vice President and Provost
145 Varner Hall
3835 Holdrege Street
PO Box 830743
Lincoln, NE 68583-0743
Voice: 402-472-0075
email: djackson@nebraska.edu

SUBJECT: UNK BS IN PUBLIC ADMINISTRATION

Dear Dr. Jackson,

February 28, 2022

The following represents the response of UNK's Department of Political Science to the recent declaration from the Nebraska Coordinating Commission for Postsecondary Education (CCPE) that our BS in Public Administration is not meeting their "Minimum Performance Standard." It is the decision of our department to discontinue offering this degree until such time that our department sees evidence that enough student demand exists to re-introduce this degree to UNK.

For the immediate future our department will modify our existing Public Administration (PA) minor as well as create a special sub-field within our traditional BA/BS Political Science degrees that is focused on public administration. Contingent on the growth of students minoring in Public Administration and/or concentrating in our sub-field of public administration our department will revisit the possibility of bringing back the BS degree in Public Administration. This decision is based on the following factors which make clear that the continuation of the BS degree in Public Administration is untenable at this time.

- First, the enrollment and degree data has been insufficient over the last 6 years:

Degrees Awarded:

2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
0	0	0	1	0	3



Political Science
2507 11th Avenue, Copeland Hall 204 | Kearney, NE 68849-5110 | 308.865.8506 | fax 308.865.8567
unk.edu

PA majors (Fall semesters only):

2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
1	2	5	6	3	4	1

SCH/FTE

2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
30	60	150	180	90	120	30

Given the relatively low number of majors and graduates over a significant period, we see little evidence of the necessary demand to continue offering a BS in Public Administration.

Second, we currently lack sufficient faculty to concentrate on rebuilding and strengthening the program. Our current faculty are needed to serve our PSCI BS/BA students, online general studies students, Teacher Education students requiring specialized introductory PSCI classes, and students requiring one of our introductory classes to meet their general studies requirements. Until we can fill our currently frozen faculty line, we will be unable to dedicate our limited faculty resources to rebuilding this program in the short or intermediate term.

Third, as noted above, we believe the best course of action at this time is to modify our PA minor to make it more attractive to UNK students as well as create a special sub-field within our traditional PSCI BA/BS degrees to ensure that we meet the existing interest in an education focused on public administration. Our modified minor in Public Administration is below. The modifications we will be submitting to our Education Policy committee this semester will focus on classes offered solely by our department, making it easier for students to navigate. Finally, there will no new resources associated with the minor.

It is our plan to annually report to the Board of Regents the number of minors as well as the number of students enrolled in classes typically associated with public administration in our program. This annual reporting will provide us a guide in determining whether a demand is emerging for a BS degree in Public Administration in the future.

We recognize the drastic nature of our decision, but the historical data as well as current limitations on the time available to our existing faculty make clear that this is the correct decision at this time.

Thank you and please do not hesitate to contact me if you require additional information or any questions.

Sincerely,



William Avilés
Professor
Department of Political Science
Copeland Hall 207A
University of Nebraska at Kearney
Kearney, NE 68849
Work: (308) 865-8776
Cell: (308) 293-7261
avilesw1@unk.edu

**PROPOSED PA MINOR
(21 Hours)**

PSCI 110	Introduction to American Politics
PSCI 212	Introduction to Public Administration
PSCI 361	State and Local Government
PSCI 381	Introduction to Political Inquiry
PSCI 385	Public Policy
PSCI 445	Ethics in Government
PSCI 448	Leadership in Public and Non-profit Organizations

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

MEETING DATE: December 2, 2022

SUBJECT: Creation of a Master of Arts (MA) in Public History within the
Department of History in the College of Arts and Sciences at UNK

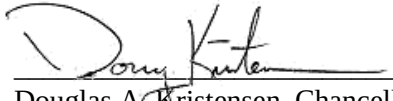
RECOMMENDED ACTION: Approve creation of a Master of Arts (MA) in Public History within the
Department of History in the College of Arts and Sciences at UNK

PREVIOUS ACTIONS: August 11, 2017 - Expedited approval of the Public History graduate
certificate in the Department of History in the College of Natural and
Social Sciences at the University of Nebraska at Kearney was reported to
the Board.

EXPLANATION: The UNK College of Arts and Sciences proposes to establish an online
36-credit hour MA in Public History that can be completed in two years.
The program will serve students preparing for careers in public history, a
subfield of historical study and practice defined by its emphasis on doing
history in and with public audiences. This includes careers in museums,
historic preservation, digital history, oral history, cultural resource
management, heritage tourism, and archives. The new degree is designed
for both recent graduates from undergraduate History programs and
related disciplines, as well as those currently employed in public history
positions who are looking to expand their expertise. The curriculum is
designed for employment outside of academia. No new coursework will
need to be developed, and while the entire curriculum is available
through UNK, students can broaden their expertise by taking approved
graduate history coursework at any of the NU campuses.

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

SPONSORS: Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

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


Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

UNK[®]

OFFICE OF THE CHANCELLOR

October 3, 2022

Ted Carter, President
University of Nebraska
3835 Holdrege Street – Varner Hall
Lincoln, NE 68583

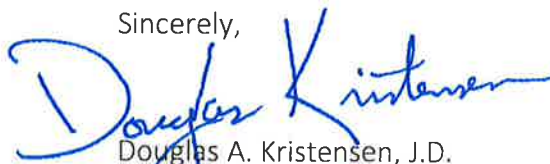
President Carter:

The University of Nebraska at Kearney Department of History has submitted a proposal to offer a Master of Arts Degree in Public History. Dr. Will Stoutamire, UNK Assistant Professor of History and nationally recognized public historian, will lead this program with broad professional support from Department of History graduate status faculty, all of whom are experienced online teachers.

The proposal calls for a 36-credit-hour program intended as a graduate-level option for baccalaureate graduates and for historians working in the public sector (in venues such as museums, archives, state and national parks, and government agencies, for example) who seek expertise and/or career advancement opportunities. No additional courses or resources will be needed, and the program will be offered fully online or with an in-person option. In her letter of support, Senior Vice Chancellor Kristen Majocha states that, if approved, this will be the only fully online public history MA program in Nebraska and in the nation. A notable point.

I agree with the recommendation of Dr. Majocha that positive consideration be given to UNK's Master of Arts Degree in Public History proposal. Thank you for your attention and assistance.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: October 3, 2022

TO: Douglas A. Kristensen
Chancellor

FROM: Kristen L. Majocha, Ph. D. 
Senior Vice Chancellor for Academic Affairs

SUBJECT: Proposed University of Nebraska at Kearney Master of Arts in Public History

I am writing regarding a proposal for a Master of Arts degree in Public History in the Department of History, in the College of Arts and Sciences. I concur with the recommendations from the respective Deans and Chair in requesting that positive consideration be given to this proposal.

This program is designed to provide students with a theoretical grounding in the principles of public history, practical training in public history methods, and substantial experiential learning opportunities designed to prepare students for the competitive job market. No additional courses are needed as UNK already offers the curriculum through a primarily online format.

The proposed MA in Public History is significant as it is completely online with a regional and national scope. If approved, it will be the only fully online public history MA program in Nebraska as well as the nation.

With your approval, we will submit this proposal to the University of Nebraska Council of Academic Officers.

If you should need additional information, please let me know. Thank you.

tlp



October 1, 2022

Dr. Kristen Majocha
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

Dear Dr. Majocha

I am writing in support of the UNK History Department's proposal to offer a Masters of Arts degree in Public History. Public History is the applied field of history where historians work with public audiences in public venues such as museums, archives, state and national parks, and government agencies. Those working in public history need applied and experiential types of training that is not typically offered in traditional academic MA programs. This program will provide graduate-level training for freshly minted undergraduate students and those already working in the field who are seeking career advancement opportunities. The proposed Public History program will be offered entirely online but students will have the option of taking courses on campus where they can gain experiential training, working on public history projects with faculty at local historical venues on campus and in the community.

The Department of History is well prepared to offer this program. The department is a leader in online graduate education and has offered an online MA in History for 15 years. The department has fourteen faculty members with graduate faculty status and all are trained and experienced online teachers. Four faculty members have training or experience in public history and the program will be led by Dr. Will Stoutamire, a nationally recognized public historian. All of the proposed courses in the program have been developed and are currently being taught on a regular basis. No new resources are needed to offer this program but the Graduate Office will allocate one of its existing graduate assistant lines to the department.

I enthusiastically support this proposal and look forward to working the Department of History to launch this program. There are no public history programs in Nebraska and this will be the first fully online graduate program in the nation. It will not only be attractive to Nebraskans but those working in public history venues across the nation will find this online degree beneficial to professional development and career advancement. As outlined in the letters of support from prospective students and employers, there is high demand for such a program in Nebraska.

As a history faculty member for 19 years and department chair for 6 years, I can attest that public history is a growing field with high student demand. I am excited about UNK offering such a program that will help enhance the training of current and future public historians in Nebraska and beyond. Please do not hesitate to contact me for further commentary on this program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark R. Ellis', is placed below the word 'Sincerely,'.

Dr. Mark R. Ellis
Dean of Graduate Studies & Academic Outreach



September 30, 2022

Dr. Mark Ellis
Dean of Graduate Studies
University of Nebraska at Kearney
1901 University Drive
Kearney, NE 68849

Dear Dean Ellis,

As the Interim Dean of the College of Arts & Sciences at the University of Nebraska at Kearney, I am writing in support of the Masters of Arts Degree in Public History currently being proposed by Department of History. I believe the proposed degree program meets an increasing need across the state for an affordable, accessible, and timely graduate degree option for students interested in public history and many other professions. This program will be the first of its kind in our state and will fulfill a significant need for history students and to preserve Nebraska artifacts and stories.

The University of Nebraska at Kearney provides excellent preparation in history professions for students at the undergraduate level. There are however many students at our institution, and across the state and region, who choose to pursue graduate-level work in this field. These students need a graduate program that provides additional preparation in public history and especially digital history, historic preservation and curation and archival work. The proposed Masters in Public History would offer these students an opportunity to boost their academic credentials in a timely program that is both affordable and accessible. To ensure the success of the program, the History Department will convert an existing open faculty line into a Public History position.

The curriculum proposed by History Department has been designed to provide students with a solid foundation in history, while also allowing them the flexibility to engage in electives that will enhance their application to professional school and their professional development as historians, State and National Park workers, museum employees, and archivists. The program has four goals: to communicate specialized historical knowledge to the public, to enable the analysis of public history texts, to enable the demonstration of specialized knowledge of the theories and principals of public history, and to enable students to critically examine public history and make changes that improve public history practice. I believe that these values and objectives are in line with the NU system, but also with the strategic plans laid out by President Carter and UNK.

The College of Arts & Sciences is looking forward to the development of the Master's Degree in Public History and excited about the possibilities it offers our students.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Twigg', is written over a blue circular stamp.

Paul Twigg, PhD
Interim Dean, College of Arts and Sciences
The University of Nebraska at Kearney

October 28, 2021

COLLEGE OF ARTS AND SCIENCES
Department of History

To Whom It May Concern,

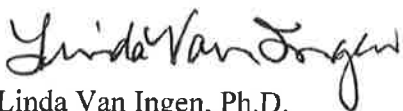
We whole heartedly support this new MA degree in Public History at UNK. It is a 36-credit hour program that is fully online and therefore will serve students and practicing professionals across the country. Students will learn about the theories and practices of public history through a curriculum that provides them with training and knowledge to become practitioners in museums, historic preservation, state parks and related fields.

This program is significant because it is fully online with a regional and national scope. If approved, it will be the only fully online public history MA program in the country. As compared to the History Department's existing concentration in public history for graduate students, this new degree program provides enhanced, hands-on training in the principles of public history to pursue public history careers. Nebraska has a need for trained professionals with a degree like this to work in state and local archives, museums, and parks. This degree will also provide UNK with the opportunity to develop enhanced partnerships with organizations in need of this expertise, both in Nebraska and wherever our online students are located.

UNK's History Department faculty is well prepared to lead this program because of a broad training and expertise as well as experience in online education. We have a public historian on our faculty who will lead the program, and others on the faculty who have the knowledge and training to complement the core curriculum of the new degree.

We appreciate your consideration in approving this program. Please let us know if you have any questions or concerns.

Sincerely,



Linda Van Ingen, Ph.D.
Professor and Interim Chair of History
vaningenL1@unk.edu



David D. Vail, Ph.D.
Associate Professor and Interim Assistant Chair of History
vaildd@unk.edu

October 3, 2022

To Whom It May Concern,

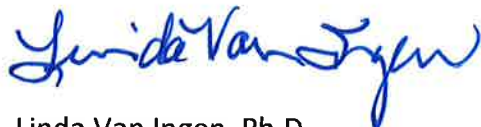
The History Department whole heartedly supports the creation of a new MA degree in Public History at UNK. It is a 36-credit hour program that is fully online and will serve students and practicing professionals both in Nebraska and across the country. Students will learn about the theories and practices of public history through a curriculum that provides them training and knowledge to become practitioners in museums, historical societies, state parks and related areas.

This program is significant because it is fully online with a regional and national scope. If approved, it will be the only fully online public history MA program in the country. Compared to the History Department's existing concentration in public history for graduate students, this new degree program will provide enhanced, hands-on training in the principles of public history to pursue public history careers. Nebraska has a need for trained professionals with a degree like this to work in the preservation of archives in all their variety and to create public history exhibits that are both digital and actual. This degree also will provide UNK with the opportunity to develop enhanced partnerships with organizations in need of this expertise in Nebraska and wherever our online students are located nationally and even internationally.

UNK's History Department faculty is well prepared to lead this program because of our broad training and expertise as well as over ten years of experience in online education. We have a public historian on our faculty who will lead the program as well as a newly opened faculty line that enables the hiring of a second public historian using existing resources. Others on our faculty have the knowledge and training to complement the core curriculum of this new degree.

We appreciate your consideration of this MA Public History proposal. Please let us know if you have any questions or concerns.

Sincerely,



Linda Van Ingen, Ph.D.
Professor and Chair of History
vaningenL1@unk.edu

Public History
Master of Arts Degree
University of Nebraska at Kearney

Descriptive Information:

Name of institution proposing the program: University of Nebraska at Kearney (UNK)

Name of the master's degree proposed: Public History

Degree to be awarded graduates of the program: Master of Arts degree

Other programs offered in this field by this institution: Minor in Public History, Master of Arts in History

Administrative unit for the program: Department of History

Proposed delivery site: University of Nebraska at Kearney

Date approved by governing board: Pending

Proposed date the program will be initiated: Upon Approval

Additional faculty/resources necessary to initiate program: The Department of History will be able to initiate the program with existing faculty and resources; however, new faculty members hired by the department will be expected to contribute to the program. Both UNK Online and the UNK College of Arts and Sciences have pledged resources to support this program (see budget).

New coursework needed to initiate program: None. All coursework for the program is existing.

Description and Purpose of Proposed Program:

The Department of History is proposing a new Master of Arts in Public History at the University of Nebraska at Kearney. The MA in Public History will serve students preparing for careers in public history, a subfield of historical study and practice defined by its emphasis on doing history in and with public audiences. The program is designed to provide students with a grounding in the principles of public history, practical training in public history methods, and substantial experiential learning opportunities designed to prepare students for the competitive job market. This includes careers in museums, historic preservation, digital history, oral history, cultural resource management, heritage tourism, and archives. This program is supported by History Nebraska, Humanities Nebraska, the Nebraska Game & Parks Commission, the Nebraska Museums Association, and our local museum partners, all of whom are potential employers for program graduates. Letters of support from these organizations, speaking to the need for more qualified public historians in Nebraska, have been included with this proposal. Employment opportunities for students in this program are further explored below.

The new degree is a 36-credit hour program that can be completed in two years, culminating in either a thesis or capstone project. No additional courses will need to be added as UNK already offers the curriculum through an online format. The program will accept up to 15 new students per year who will progress through the program design as described below. The curriculum will contain a heavy emphasis on public history courses, but students will also be required to develop a strong foundation in either US or non-US history through courses currently offered in our MA in History program. This reflects the department's belief that public historians must be trained to

communicate history with the public, but equally well versed in traditional historiography and research methods.

The MA in Public History will be an excellent choice for recent graduates from undergraduate programs in History and related disciplines, as well as nontraditional students and those currently employed in public history positions who are looking to expand their training and credentials in order to position themselves for advancement in the field. The Department of History's MA in History currently offers a public history concentration, which has attracted a growing number of public history professionals with employers ranging from small museums and historical societies to the National Park Service. Because of the nature of public history work, many of these professionals live in remote or isolated locations. There are currently no programs in Nebraska and few programs in the United States positioned to serve this community of students.

A standalone MA in Public History will better serve these prospective students than the existing concentration, as it offers a substantially different core curriculum focused on preparing students for employment outside of academia. Only one course in the existing MA in History (HIST 801 – America Interpreted) will remain a core course in the new curriculum. The core classes are essential for all trained public historians, focusing on public history theory and practice, historiography, digital history, and application of principles through a substantial internship experience. Students can also select electives that will enhance their training depending on the sub-fields of public history in which they are most interested, including related courses offered at other NU campuses. This combination of academic learning and practical, interdisciplinary training makes the MA in Public History markedly different than the traditional MA in History, a difference that is recognized by employers in public history.

The program is designed so that it can be completed entirely online, but students wanting a classroom experience may take some courses offered on campus, as well as work closely with faculty through a select number of graduate assistantship opportunities offered by the Department of History. While several MA in Public History programs exist throughout the United States and increasingly across the globe, this degree will be attractive for its affordability, accessibility, timeliness, and strong foundation in public history theory, methods, and practice. Similar programs are more expensive and require on-campus learning, which is not feasible for many students balancing a career and family with their desire for further training. These potential limitations make this program uniquely different from its competitors and an attractive option for Nebraska students, as well as students from across the United States. Lastly, the proposed program contributes to the University of Nebraska Five-Year Strategy by providing access to an affordable, online degree in public history and by being inclusive in intercampus and statewide collaborations.

Proposed Curriculum:

Educational and career opportunities in public history are increasing nationwide. This new program is a 36-credit hour fully online curriculum, culminating in either a thesis or a public history project. The UNK Department of History currently has a History MA program that is thriving. This new MA in Public History will provide a unique dynamic for students and early professionals and will complement the existing History MA. The curriculum for this MA in

Public History was chosen to provide students with broad training in the theory and practice of the discipline of public history, as well as opportunities to gain more specific training and hands-on experiences in the sub-field(s) of public history (digital history, museums, historic preservation, archives, etc.) in which a student may be most interested. The core curriculum is comprised entirely of existing coursework at UNK.

The curriculum for the MA in Public History can be found below. Students will begin the program after having completed a BA degree in History, or a related discipline, with at least 18 credit hours in History, as well as the required prerequisite coursework. The program requirements are designed to ensure that students have the necessary academic background in content, theory, and methods to be successful in a 36-credit hour MA program. It is anticipated that some students will enter this program directly after completing their undergraduate degree, while others may be currently employed in public history or a related field and pursuing additional education to open opportunities for career advancement.

Students enrolled in this MA program will take a common core of coursework (15 credit hours) that provides them with a background in historiography, public history theory & practice, and digital history, as well as applied experience through a dedicated internship. Those students who are currently employed in a public history position will be able to substitute another course for the internship with Graduate Program Chair (GPC) approval. The remaining credit hours are electives in public history and either US or non-US History, which will be agreed upon in consultation with the student's academic advisor. The number of elective credit hours will depend on if the student chooses the thesis or public history project option. If a student chooses to partake in the thesis option, they will be required to take 12 credit hours of electives and 9 credit hours of required thesis courses [Introduction to Thesis – 3 credits (HIST 894); Thesis – 6 credits (HIST 896)]. Those students choosing the public history project will take a total of 15 credit hours of electives and 6 credits focusing on a public history project (HIST 897). In order to promote cohesion between graduate cohorts and avoid bifurcation between the tracks in traditional history and public history, students in the existing MA in History will continue to be required to take at least one public history course during their time in the program.

As the MA in Public History develops, key programs at other NU system campuses will be contacted for their participation in the curriculum. Students will be allowed to take related courses from other NU campuses. These intercampus course offerings will supplement the courses offered by the UNK History Department, allowing students to customize their program of study for need and desired career path. This will also avoid unnecessary replication of existing courses offered by other programs and model the interdisciplinary nature of public history training. Intercampus transfers can include courses from UNO's graduate program in Anthropology (such as ANTH 8216 Cultural Anthropology and ANTH 8226 North American Archeology). From UNL, they can include courses in Finance (such as FINA 871 Nonprofit Financial Management), courses from the UNL Anthropology program (such as ANTH 804 Curation of Archeological Collections), and courses from their Digital Humanities initiative (such as HIST 861 Geospatial Approaches in Digital Humanities and Social Sciences). From UNMC, these can include courses from the MA in Public Health (such as CPH 500 Foundations of Public Health). Within UNK, students will also have the option of taking courses from the existing Museum Emphasis within the MAE in Art Education (such as ART 844 History,

Theories, and Philosophies of Art Education) or courses in archives and data management offered by the University Archivist. Incorporating these opportunities for interdisciplinary learning will significantly expand career opportunities for students. An Advisory Board including representatives from across the NU system (see below) will provide the program with further input on potential intercampus collaborations.

The program is designed to be rigorous to demonstrate that the student will be successful in an intensive public history career. The program is designed to be completed in two years, although it is expected that students already employed in public history careers and seeking further education will take longer to complete the coursework if they enroll part-time while working. A suggested outline for completing the program in two years is below.

Summary of Hours Required for MA in Public History Degree:

Degree Requirements: 36 credit hours

Students will be required to take all of the core courses (15 credits), which include a core course in historiography (America Interpreted), a seminar on the theory and principles of public history, a project-based course in public history methodology, a digital history course, and an internship. Students already employed in a public history position or possessing substantial and substantive experience in public history work may substitute the internship for an additional elective in public history with the approval from the Graduate Program Chair (GPC). The Public History GPC will determine if a student's outside experience is significant enough to merit this course substitution. Lastly, students will have the option of choosing the following track options: (a) thesis or (b) public history project.

Core Courses – Required (15 credits):

HIST 801 – America Interpreted (3 credits)
 HIST 864 – Public History Seminar (3 credits)
 HIST 865 – Public History Methods (3 credits)
 HIST 868P – Digital History (3 credits)
 HIST 875 – Internship (3 credits)

Electives

Students must take at least 6 hours of required US History (HIST 848 or other 800-level US History) or non-US History (HIST 849 or other 800-level non-US History) readings courses, as well as at least 6 hours of Public History electives. Electives must be approved by each student's Academic Advisor. Students may take related courses at UNL, UNO, or UNMC with GPC approval. Elective courses include:

Thesis Track: 12 credit hours of electives

Project Track: 15 credit hours of electives

List of Existing US History Electives:

HIST 800 – New Perspectives in History
 HIST 803 – Historical Methods
 HIST 805P – The Plains Indians

HIST 810P – Methods and Historiography
 HIST 816 – Colloquium: Colonial and Revolutionary America
 HIST 817: Colloquium: Nineteenth Century US
 HIST 821P – Women in America
 HIST 822 – Colloquium: Twentieth Century US
 HIST 829P – Religion in America
 HIST 831P – Colonial America, 1492-1750
 HIST 832P – Revolutionary America, 1750-1800
 HIST 833P – The National Period, 1800-1850
 HIST 841 – Seminar: History of the American West
 HIST 842 – Seminar: American Revolution and Confederation Period, 1763-1789
 HIST 843 – Seminar: The American Indian
 HIST 844 – Seminar: Nineteenth Century US
 HIST 845P – The Civil War and Reconstruction
 HIST 846 – Seminar: Recent American History
 HIST 848 – Readings in American History¹
 HIST 858P – Great Plains Studies
 HIST 873P – American Constitutional History I
 HIST 874P – American Constitutional History II
 HIST 877P – American Thought and Culture, 1620-1865
 HIST 878P – American Thought and Culture, 1865-1990
 HIST 879P – Nebraska and Great Plains History
 HIST 881P – North American Frontiers, 1500-1850
 HIST 882P – The American West, 1850-Present
 HIST 883P – The Gilded Age, 1870-1898
 HIST 884P – The United States, 1898-1941
 HIST 885P – The United States Since 1941
 HIST 891 – Directed Research
 HIST 895P – Topical Studies
 HIST 898 – Historical Themes: Special Topics
 HIST 899 – Directed Readings

List of Existing Non-US History Electives:

HIST 800 – New Perspectives in History
 HIST 802P – Age of Alexander the Great
 HIST 803 – Historical Methods
 HIST 806P – History and Film
 HIST 807P – History of Sea Power
 HIST 808P – War and Society
 HIST 809P – The High Middle Ages, 1050-1350

¹ A graduate readings course examining major historiographic issues in key periods and topics in American history. Topics will include (but are not limited to) Colonial America, the Early Republic, Civil War and Reconstruction, Gilded Age/Progressive America, Western and Native American history, the Great Depression, World War II, Environmental history, the Cold War, Civil Rights, and Recent America. May be repeated with each new offering.

HIST 810P – Methods and Historiography
 HIST 811P – Saints and Sinners
 HIST 812P – Society and Gender in the Middle Ages
 HIST 816P – History of Christianity
 HIST 820P – Women in Europe
 HIST 823 – Colloquium: English History
 HIST 824 – Colloquium: Latin American History
 HIST 828 – Colloquium: Soviet Union
 HIST 830 – Colloquium: Modern China and Japan
 HIST 839P – Pre-Hispanic Colonial Latin America
 HIST 841P – Modern Latin America
 HIST 847 – Seminar: Contemporary Europe
 HIST 849 – Readings in World History²
 HIST 850P – Variable Topics in Latin American History
 HIST 851P – Comparative Colonialism: Asia and Africa
 HIST 852P – Colonial India
 HIST 853P – Modern India
 HIST 855P – Comparative Studies in Ethnic Conflict
 HIST 857P – British Empire
 HIST 859P – European Expansion and Exploration
 HIST 860 – Seminar: English History
 HIST 861P – Renaissance and Reformation
 HIST 862P – Seventeenth and Eighteenth Century Europe
 HIST 863P – French Revolution and Napoleon
 HIST 871P – History of the Pacific Rim
 HIST 886P – Imperial Russia
 HIST 888P – Nineteenth Century Europe
 HIST 889P – Fascism and Communism in Twentieth Century Europe
 HIST 890P – Twentieth Century Europe
 HIST 891 – Directed Research
 HIST 892P – Soviet Russia
 HIST 893P – Modern Eastern Europe
 HIST 895P – Topical Studies
 HIST 898 – Historical Themes: Special Topics
 HIST 899 – Directed Readings

Public History Electives:

HIST 838 – Issues in Public History³

² A graduate readings course examining major historiographic issues in key periods and topics in European and World history. Topics will include (but are not limited to) ancient/medieval history, Renaissance/Reformation, early modern Europe, nineteenth and twentieth century Europe, Latin American history, African and Asian history. May be repeated with each new offering.

³ A graduate course examining contemporary issues and practices in the field of public history. The format of this course will vary depending on the topic, instructor, and the needs of the students. Topics

HIST 866 – Museums and Material Culture

HIST 867 – Historic Preservation

HIST 875 – Internship⁴

HIST 891 – Directed Research

HIST 899 – Directed Readings

Track Options:

Students may choose to pursue one of two track options for completing this program of study: (a) thesis or (b) public history project. Working with their academic advisor, students will be individually advised to determine the best route based on their needs and professional or academic ambitions.

Thesis Track (9 credits):

HIST 894 – Introduction to Thesis (3 credits)

HIST 896 – Thesis (6 credits)

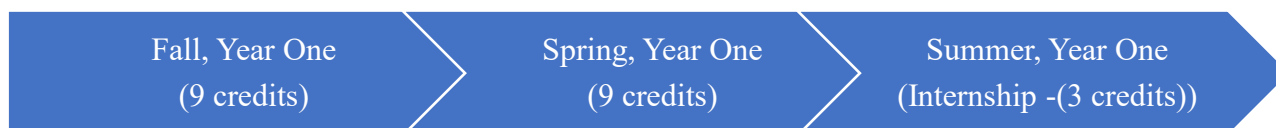
Project Track (6 credits):

HIST 897– Public History Project (6 credits)

Program Completion Outline Example:

This program is designed to be completed with two years of intensive coursework culminating in a thesis or public history project. Students will not be required to complete the program in two years and, additionally, students who are currently employed in public history work and are pursuing further training for career advancement will be encouraged to apply for this program. It is unlikely that these students will complete the program in two years.

Below is one suggested outline for how a student entering the program in the Fall could complete all the required coursework within two years. Students will be admitted on a rolling basis and HIST 875 (Core course – Internship) is offered every semester, so this outline should be read as a suggestion, not prescriptive.



will include (but are not limited to) National Parks, History and Memory, Heritage Tourism, Archives Administration, and Historic Site Interpretation. May be repeated with each new offering.

⁴ HIST 875 – Internship may be taken as an elective course for an additional six credits beyond the required minimum as part of this program. Approval for additional internship credits is at the discretion of the GPC.

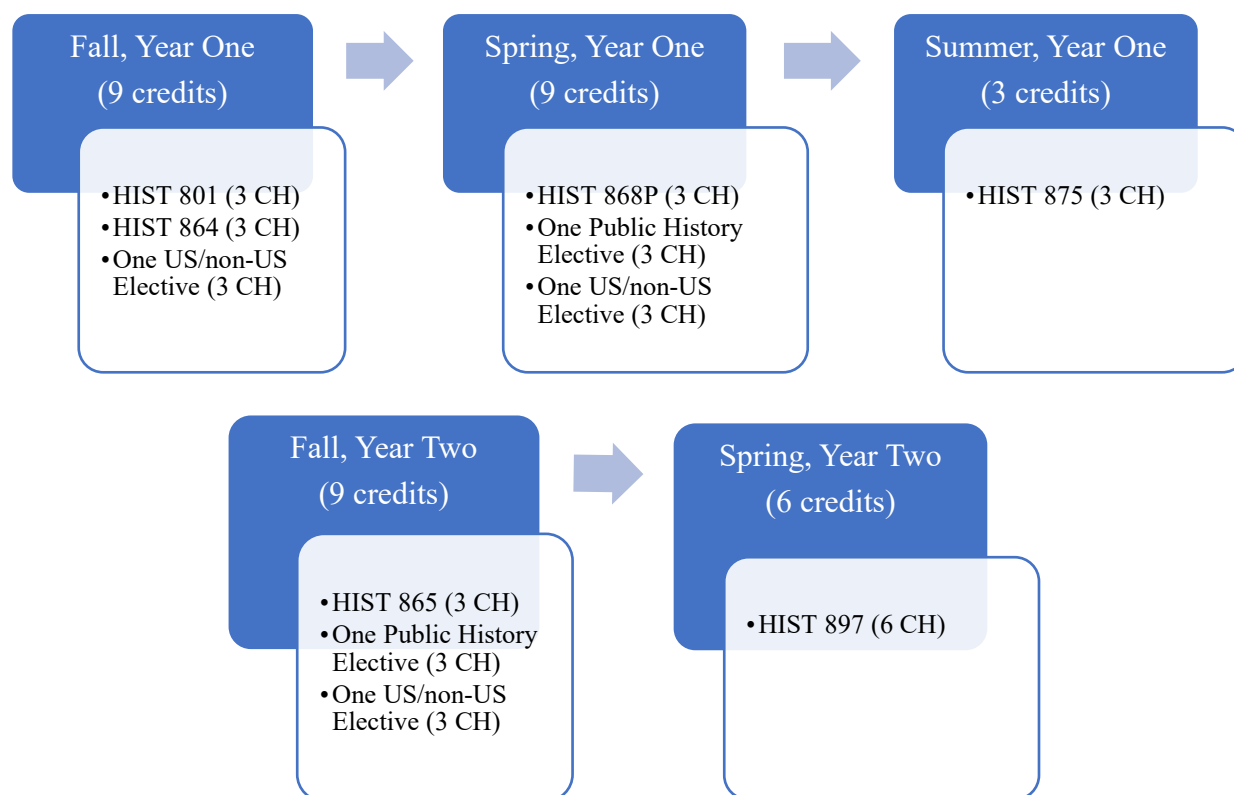


Plan for Degree Completion:

All required core classes will be available online. Elective classes will be available online and/or on-campus. The entire degree can be completed online if the student chooses. Students will be able to complete the required classes in two years. Please see the template below for an example of how students may progress through this program.

Suggested Sequence of Key Courses:

The following is an example of suggested sequence of courses for the MA in Public History degree (public history project track option).



MA in Public History Admission Criteria:

Admission to the MA in Public History program is based upon the completed undergraduate degree and GPA, at least two letters of recommendation, a writing sample, and a letter of intent. Screening of applicants will include an assessment of the student's career goals and their ability to be successful, given the rigorous nature of this program. Applications will be reviewed by a committee comprised of the GPC and a minimum of two faculty members from the Department of History. The admission process is similar to the existing UNK MA in History.

An applicant interested in pursuing an MA in Public History should meet the following criteria:

1. The requirements for admission set forth by the Office of Graduate Studies,
2. Have completed an undergraduate program containing at least 18 semester credit hours of history,
3. Have a 3.25 undergraduate GPA in their undergraduate history courses. In lieu of meeting the GPA requirements, GRE scores may be submitted for consideration by the admissions committee,
4. Submit to the GPC a letter of intent that describes the applicant's interests, goals, and plan for obtaining an MA in Public History. The letter of intent should address any deficiencies that may hinder the student's success in the program and explain how this is to be or has been rectified. The letter of intent will be evaluated to determine (a) if the candidate has realistic career goals for which the program will improve competitiveness and (b) high probability for the student's potential success in this program.
5. Submit to the Graduate Program Director at least two letters of recommendation,
6. Submit to the Graduate Program Director evidence of the writing and analytical skills necessary for graduate level coursework. Evidence of past work on a project in the field of public history is preferred, but not required.

Student Advising and Support:

Students accepted into the MA in Public History program will be assigned a History Advisor. The student will be strongly encouraged to meet with their advisor every term to discuss academic progress and issues relating to their program of study. Students will also work closely with the GPC on issues specifically relating to their focus in public history.

History Advisor – The History Advisor will guide the student through specific course choices in the US/Non-US History electives based on the student's areas of interest, providing the student with a foundation in the content most closely associated with their current or desired areas of employment in public history.

Graduate Program Chair – The GPC will be able to discuss specific course choices in public history based on the student's stated career goals, as well as recommend and facilitate internships, directed research/readings, and other volunteer opportunities. Advice and assistance with the application and interview process for careers in public history will also be provided by the GPC. Per department policy, the GPC will receive a course release or stipend.

In addition to the History Advisor and GPC, students will be encouraged to work directly with other History Department faculty to enhance their academic success within the program. Per university policy, faculty will receive a course release for every 36 credit hours of internships and directed research/readings courses they have supervised. Students will also have access to additional support through their individualized advising sessions, the Writing Center, Academic Success Coaching, and other student support services. The History Department has more than 15 years of extensive experience working with and mentoring online graduate students in the MA in History program. Additionally, the Department has been offering courses and internship opportunities in public history since 2013.

Assessment and Outcomes:

Assessment data will be gathered in HIST 896 and HIST 897. Both the thesis and public history project require a written paper. Thesis defenses and project presentations will be evaluated by faculty and used for assessment purposes. The assessment will be conducted by three of the department's graduate faculty who are members of the department's Public History and Community Engagement Committee. This assessment will be aligned with measuring whether the program is achieving the goals listed below in this section.

The course of study offered by the UNK History Department provides students with the theoretical knowledge, research skills, and practical applicability to advance in their career conscientiously and competently. The MA in Public History program will focus on helping students build skills within the public history field. The program will achieve this through ensuring that course content (and the structure of the curriculum in general) challenges students to excel in one or more of the goals below.

Goal #1: UNK Public History graduates are effective at communicating specialized historical knowledge to the public. Review Criteria (to be developed later in conjunction with UNK assessment)

Goal #2: UNK Public History graduates understand how to critically analyze public history texts and apply the theories and principles of public history to real-world practice in public history institutions. Review Criteria (to be developed later in conjunction with UNK assessment)

Goal #3: UNK Public History graduates can use and demonstrate specialized knowledge of the theories and principles of a subfield of public history. Review Criteria (to be developed later in conjunction with UNK assessment)

Goal #4: UNK Public History graduates understand how to apply theory to both critically examine public history and make changes that improve public history practice. Review Criteria (to be developed later in conjunction with UNK assessment)

Advisory Board:

An Advisory Board will be created to support this program and ensure that it remains in touch with both developments in the field of public history, as well as the needs and concerns of potential employers. This Advisory Board will consist of key individuals and institutions within and beyond Central Nebraska. This will include representatives from major state agencies, such as History Nebraska, Humanities Nebraska, and the Nebraska Game & Parks Commission. It will also include members from major regional institutions, such as the Stuhr Museum of Prairie Pioneer, the Durham Western Heritage Museum, the Strategic Air Command & Aerospace Museum, and the Great Plains Black History Museum, as well as local organizations, such as the Buffalo County Historical Society. From the NU system, Advisory Board members will include at least one representative from each campus, enhancing the possibility for intercampus and interdisciplinary collaborations for curriculum and training.

This Advisory Board will build on existing partnerships that the UNK History Department has developed over the years. The History Department has long-standing relationships with History Nebraska, Humanities Nebraska, and the Nebraska Game & Parks Commission, through faculty service, grants, student internships, and course projects. Several UNK History graduates are currently employed by these agencies. The Department also has existing collaborations with UMNC, through both course offerings and research, as well as UNL's Landscape Architecture program, through work with the Nebraska Game & Parks Commission. The Advisory Board will ensure that such relationships with employers and other NU campuses continue to develop as the program grows. It will also help the MA in Public History develop stronger connections with people and institutions engaged in urban public history work, as well as create an internship and employment pipeline for both active students and program graduates.

Review Criteria:

A. Centrality to Role and Mission of the Institution

UNK Mission: The University of Nebraska at Kearney is a public, residential university committed to be one of the nation's premier undergraduate institutions with excellent graduate education, scholarship, and public service.

UNK Vision: UNK will achieve national distinction for a high quality, multidimensional learning environment, engagement with community and public interests, and preparation of students to lead responsible and productive lives in an increasingly diverse, interconnected, interdependent, and technological society.

Contribution to the University of Nebraska's Five-Year Strategy: The proposed graduate program contributes to the five-year strategy set forth by President Carter by providing potential students across Nebraska and the country access to an affordable online MA in Public History, one of few such programs globally. The program's partnerships will additionally contribute to the five-year strategy by providing a variety of educational opportunities through the other NU campuses as well as in collaborations with local and statewide public history institutions and professionals, which will greatly contribute to the student experience and better prepare students for the workforce.

The program also closely aligns with UNK's Strategic Vision for a "multidimensional learning environment" that engages students with the community and enables them to lead productive lives in an increasingly "diverse, interconnected, interdependent, and technological society." Specifically, this program supports all four values of UNK's strategic plan, creating a climate of intellectual exchange both within and outside the classroom ("Learning Matters"), extending access to the development of professional skills and knowledge that will benefit the Kearney community and beyond ("Learning Environment Matters"), supporting an inclusive environment that supports diversity and opportunity for individuals with respect to culture, thought, and expression ("People Matter"), and ensuring long-term sustainability by offering a unique program that efficiently and effectively leverages available university resources ("Responsible Stewardship").

Lastly, the program is a unique addition to the Department of History, which has a rich history of being a leader in online graduate education. The existing online MA in History has brought many students and new faculty to the department, providing an existing cohort and breadth of faculty mentorship for students pursuing an MA in Public History. Public history courses have proven to be especially popular within the existing MA, operating at or above capacity each semester with current faculty. As such, the MA in Public History is proactive and low risk, with a proven ability to attract students and expand upon existing community and NU system collaborations.

B. Evidence of Need and Demand

The need for qualified public historians across the state of Nebraska and throughout the nation is significant and continues to rise. According to the U.S. Bureau of Labor Statistics, employment in museums, archives, and related public history careers is expected to grow by 19% from 2020 to 2030, much faster than the national average for all occupations (8%).⁵ In Nebraska, the Nebraska Department of Labor anticipates an 8% growth in the need for curators and museum technicians over the next decade (See attached Market Assessment). Employment in a public history career remains highly competitive and typically requires a master's degree and substantial practical experience in the form of internships and other graduate-level work.

The need for a competent and passionate public history workforce is also vital to our communities. This program will help Nebraska achieve several of the goals outlined in the recently released Blueprint Nebraska report, as a vibrant public history workforce can help to rejuvenate communities, provide opportunities for economic development, promote diversity and inclusion, and connect people with their pasts. As noted in the report, many Nebraskans “believe that rural Nebraska, in particular, needs help reimagining and developing its communities,”⁶ particularly through the arts, entertainment, and recreation. Museums, heritage tourism, and other forms of public history are a vital part of this effort. As a member of the state's premier rural-serving educational institution, UNK's History Department is uniquely positioned to work with and serve rural communities in these efforts.

In both Nebraska and across the United States, museums, historical societies, historic preservation agencies, private consulting firms, and similar institutions can benefit from hiring professionally trained public historians who are knowledgeable in the latest methods in local and community history research, digital history, the preservation of historic materials (archives and material culture), and interpreting history for modern audiences. A standalone MA in Public History will better prepare students for these careers than the existing MA in History with a public history concentration, as the core curriculum of the new program focuses on developing the practical skills and principles necessary for employment outside of teaching and academia.

⁵ <https://www.bls.gov/ooh/education-training-and-library/curators-museum-technicians-and-conservators.htm#tab-6>

⁶ https://blueprint-nebraska.org/wp-content/uploads/2019/08/BlueprintNE_Public.pdf

Given the unique nature and purpose of this program, it will be attractive to students from the existing public history minor at UNK, as well as graduates of other colleges and universities in our state and across the nation. Based on existing experience with the public history concentration in our History MA, we also anticipate the program being attractive to early career professionals in public history, who need to earn an MA degree in order to expand their career opportunities. The letters of support from existing students clearly demonstrate their interest in and desire for such a standalone program. The online accessibility of this program, coupled with its affordability, will make the MA in Public History especially attractive to students who are currently underserved by many in-person programs across the country. The flexibility of our program and the asynchronous nature of online courses enables early career professionals and others unable to relocate for an in-person education to complete a degree that would otherwise be unavailable to them, since there are currently few online public history opportunities.

Evidence of demand for a fully online MA in Public History can be found in the strong record of our existing public history concentration, which is offered through our History MA program. There are currently 21 students pursuing the public history concentration as part of their MA in History. Our public history concentration has had an additional 47 inquiries from prospective students in the past two academic years. These strong numbers have developed with minimal marketing initiative on the part of the History Department. With marketing and promotion, it is anticipated that the program will attract up to 15 new students each year.

This stands in contrast to the public history graduate certificate program at UNK, which has not admitted any students since its inception as both students and employers prefer the additional training and experience that comes with a standalone degree. Most of the students in our existing concentration, as well as prospective students inquiring about our programs, would prefer to earn a standalone MA in Public History, since their career aspirations lie outside of teaching and other, more traditional forms of employment for History MAs. This necessitates a substantially different curriculum and program structure, as the traditional History MA is primarily geared towards those students interested in academic and teaching careers.

C. Required Resources

1. Faculty and Staff Resources

This graduate program is comprised entirely of existing online coursework. UNK Online has online trainings and tutorials available for new online students seeking guidance for success in online education and help navigating all of the software used at UNK. UNK also provides 24-hour assistance with technical issues. The Calvin T. Ryan Library has training services for online students, a huge number of electronic resources, and dedicated library staff for digital databases which are utilized by both campus and online students. All of these resources have been created specifically to support online education at UNK.

This program will also work closely with the Director of the G.W. Frank Museum of History and Culture, an on-campus historic house museum, and the Special

Collections Archivist at the Calvin T. Ryan Library for internships and project opportunities for students.

The Office of Graduate Studies has committed to the use of existing resources to provide the program with a part-time program coordinator, who will assist with the management of program recruitment, retention, marketing, and alumni. The program coordinator will also aid in identifying and facilitating internships and, with the help of the GPC, provide advising for both career counseling and job placement. The College of Arts and Sciences, as well as the Graduate Dean, have additionally committed to use existing resources to hire a second tenure-track faculty member in public history. This second faculty member will be expected to contribute to teaching the core courses in the MA in Public History, as well as electives within their area of specialty. There was an unexpected departure from the History faculty in Summer 2022, which opens a line for this purpose. This commitment from the deans and the existing open line promise to turn the need for a second tenure-track public history faculty member into reality without requiring additional allocations to the university.

An ongoing cost-sharing initiative with the Nebraska Game & Parks Commission (NGPC) promises further support for the MA in Public History program. As part of the Rural Engagement Center launched by UNK, this cooperative venture will provide a repository for NGPC collections that will be professionally managed by MA in Public History graduate assistants and interns. The Graduate Dean has made a commitment for more graduate assistantships to help in this endeavor. Also, upon approval of an MOU, the NGPC will support the costs of a director for the site to oversee the day-to-day operations of the facility. This director will serve as additional public history faculty in the UNK History Department and will actively contribute to the program through oversight of graduate assistants, interns, and student/class projects.

2. Physical Facilities

This program will be housed within existing facilities. All of the coursework will be offered online using existing online teaching resources or in existing classrooms. There is no need to add additional facilities to support this proposed program.

3. Instructional Equipment and Informational Resources

No new instructional equipment or informational resources would be necessary for the implementation of this program. UNK Online provides instructional designers and training seminars, as well as recording equipment and video production for the development of online courses.

4. Budget Projections

The MA in Public History is comprised of existing coursework. As public history is distinct from traditional academic history and demands expertise most historians do not possess, a separate Graduate Program Chair (GPC) will be

required. The Public History GPC would be expected to continue advising students, to arrange and supervise internships, and to promote the program during the summer.

The proposed budget accounts for a GPC stipend, one Graduate Assistantship (GA) position, and \$2,500/year in marketing funds to be provided by UNK Online. The GA position would assist with community-based public history projects, as well as the teaching of undergraduate public history courses. The College of Arts and Sciences (CAS) has pledged an additional \$5,000/year in operating costs, which will contribute to marketing the program and conference travel expenses. All other expenses, including commitments for additional staff and faculty, will be covered by existing resources.

D. Avoidance of Unnecessary Duplication and Impact on Other Programs

There are no other MA in Public History programs in Nebraska, whether on campus or online. While there are a growing number of Master's Degree programs across the country that provide training in public history, most only offer public history as a concentration (as UNK does currently) or field of study. According to the National Council on Public History (NCPH), there are currently just 39 programs worldwide that provide a dedicated MA in Public History.⁷ The closest programs are at Fort Hays State University (Hays, KS), Southeast Missouri State University (Cape Girardeau, MO), Wayne State University (Detroit, MI), and the University of Minnesota (Minneapolis, MN). Fort Hays State University's program is part of a smaller department with a single faculty member specializing in public history. By comparison, the UNK Department of History currently has at least four faculty capable of offering courses in this proposed program. The next closest program, at Southeast Missouri State University, focuses almost exclusively on historic preservation rather than public history as a broader discipline. The programs at the University of Minnesota and Wayne State University are both traditional MA programs, offering limited enrollment and not available online.

Even fewer programs identified currently offer an online MA in Public History. Fort Hays State University provides an online option, but their thesis students must complete at least nine hours of on-campus coursework before they can be approved to take courses online. While their non-thesis option can be pursued entirely online, it requires a more traditional written comprehensive exam rather than a project-based experience. The only other online MA in Public History in the United States is offered by Southern New Hampshire University. Additionally, the Universidad Nacional de Quilmes in Buenos Aires, Argentina, offers a new Postgraduate Diploma in Public History and Social Dissemination of History.

The recently submitted MA in History and Government proposed by UNO and existing History programs at UNL, UNO, and UNK will complement the proposed program by providing students with opportunities for collaborative learning and engagement with students and faculty across the NU system.

⁷ https://ncph.org/program-guide/?fwp_degrees_offered=m-a-in-public-history

In summary, this MA in Public History is unique and different in the following ways: 1) The curriculum for this program provides students with a broader public history foundation, as well as substantial opportunities for real-world application through internships and an optional practicum; 2) This program is available completely online and, therefore, accessible to all students, including students currently employed in public history and related fields; 3) Other such programs in the nation are, with few exceptions, exclusively on-campus programs, making this program more accessible to students with a variety of work-life complications and those looking for a more flexible degree program; 4) The UNK Department of History has several faculty with training and experience in public history, while many programs rely on a single faculty member to teach the majority of their public history courses; 5) Only one other comparable program is available in the Great Plains and few comparable programs exist in the broader Midwest region.

E. Consistency with the Comprehensive Statewide Plan for Postsecondary Education

The proposed program is consistent with the Statewide Plan for Postsecondary Education. The program is an attempt to properly leverage the potential of the Department of History at UNK in service to the State of Nebraska and its citizens. It has been designed to be efficient and effective. The program takes care to avoid unnecessary duplication of other programs. Additionally, as an online program it will allow students from across the state and beyond to benefit from its existence. Below are specific ways in which the proposed program is consistent with the statewide plan for postsecondary education.

Meet the Educational Needs of the Students: The UNK MA in Public History program clearly aligns with the needs of Nebraska students to enhance their knowledge and skills in public history. The online component meets the goal to ensure that access to higher education programs and services is not restricted by factors such as geographic location, economic status, age, culture, ethnicity, disability, national origin, or gender identity. The program is accessible, affordable, and does not require residency. It will provide skills that students need in order to advance in their careers and to have an impact in their communities, both rural and urban. Because of demand, people currently employed in these positions often come from other backgrounds and require Public History education to excel in their existing positions or advance in the field. The faculty teaching in the program are well established and have the necessary experience and education to deliver high quality instruction to students of the proposed program. Additionally, there are limited online providers nationwide who have successful completion rates. UNK, by contrast, typically sees high retention in online graduate-level courses, ensuring that the vast majority of students are able to successfully complete their program of study.

Meet the Needs of the State: Employment in public history is projected to grow in Nebraska up to 8.5% by 2028.⁸ Students could receive positions as curators, historic preservationists, cultural resource managers, museum technicians, registrars, archivists, local historians, and history teachers. Nebraska sees these needs in locations such as collections, archives, curation, libraries, exhibitions, and museum studies. Additionally, the program will meet the needs of the state by providing graduates with the skills and

⁸ See Appendix 1: Market Assessment, Public History, MA, conducted by University of Nebraska Online.

knowledge needed to succeed as capable employees and responsible citizens. The skills taught in this program are the essential skills that employers need. The letters of support included in this proposal clearly show this. The focus on critical thinking and media literacy also empowers students to be responsible citizens. Additionally, the Public History graduate program clearly meets the goal that higher education in Nebraska be effective in meeting the needs of students and the state, while also being efficient in its expenditure of the state's resources. The program requires no additional expenditure of resources since the department already offers many online courses. It will be a self-sufficient program.

Meeting Educational Needs through Partnerships and Collaborations: The program will require a high degree of collaboration given that this is a professional degree. The Department of History currently has good relationships with other departments at UNK as well as History Departments at other NU campuses, providing the option to diversify elective offerings. Additionally, the Department of History has strong connections with local and statewide organizations like History Nebraska, Humanities Nebraska, the Nebraska Museums Association, Nebraska Game & Parks Commission, the Museum of Nebraska Art, the Stuhr Museum, Hall County Historical Society, Buffalo County Historical Society/Trails and Rails Museum, and the G.W. Frank Museum of History and Culture. These strong partnerships provide numerous opportunities for collaborations that will benefit both MA in Public History students and the state of Nebraska.

Statewide Facilities Plan: The program is offered entirely online, so it will require no additional facilities. Additionally, the Department of History can support this program with current faculty.

Off-Campus and Graduate Program Plans: Finally, the Comprehensive Statewide Plan for Postsecondary Education states that “off-campus programming, in particular, provides an important educational service to place-bound students within its geographic service area” (7-29). Given that this degree will be offered online, it will fit well into the Nebraska statewide plan for UNK. The statewide plan also explains that new Master's degrees are to be developed “when a definite need exists and UNK has demonstrated the capacity-including fiscal, human and physical resources-to meet that need” (7-29). This need clearly exists since there is no public history program in the NU system and limited programs worldwide that offer this degree in an online format.

Cited Sources:

“Guide to Public History Programs.” National Council on Public History. Accessed March 5, 2021. https://ncph.org/program-guide/?fwp_degrees_offered=m-a-in-public-history

“Occupational Outlook Handbook: Archivists, Curators, and Museum Workers.” Bureau of Labor Statistics, U.S. Department of Labor. Last modified September 1, 2020. <https://www.bls.gov/ooh/education-training-and-library/curators-museum-technicians-and-conservators.htm>

MA in Public History Course Descriptions

HIST 800 – New Perspectives in History (3 credits)

Recent trends in the field of the instructor's specialty, to assist teachers and to improve teaching. May be repeated with each new offering.
Total Credits Allowed: 15.00

HIST 801 – America Interpreted (3 credits)

An introductory (required) graduate readings course in American historiography. The class examines the leading schools of historical opinion from the founding of American society through the modern era.

HIST 802P – Age of Alexander the Great (3 credits)

This course will focus on the change between the Classical age and the Hellenistic age. The course will cover the period from the end of the Peloponnesian war to the Jewish independence of the Maccabees. This time period is crucial to Western Civilization since we witness the collapse of the independent Greek city states and the rise of the great national monarchies.

HIST 803 – Historical Methods (3 credits)

This required course will introduce graduate students to the history profession and to the tools and methods used by historians.

HIST 805P – The Plains Indians (3 credits)

A history of those Indians who call the Great Plains their home.

HIST 806P – History and Film (3 credits)

This course will look at history through the lens of feature films produced in the United States and abroad. Particular emphasis will be placed on how historical representation and interpretation has changed with each generation of film makers. The topics of this course will vary depending on the instructor and needs of the students.

HIST 807P – History of Sea Power (3 credits)

This course seeks to introduce students to different themes in the history of the evolution of sea power.

HIST 808P – War and Society (3 credits)

This course is designed to introduce students to the field of military history. Students will tackle the debate on 'old' vs 'new' military history. In particular, students will examine the impact of social studies on the evolution of military history. A considerable portion of the course will also be spent examining military history in a non-western setting.

HIST 809P – The High Middle Ages, 1050-1350 (3 credits)

This course examines the cultural, political, economic, and social developments of the High Middle Ages, a period of dramatic and important change in the western world, focusing on the religious reformation of the eleventh century, the twelfth-century renaissance, and the rise of towns and urban commerce, and the growth of centralized governments.

HIST 810P – Methods and Historiography (3 credits)

Writers of history, their works and philosophies; theories of historical development and research.

HIST 811P – Saints and Sinners (3 credits)

This course examines the social organization and cultural institutions that shaped the western world between late antiquity and the Renaissance, focusing on the interaction between major institutions, such as family and religion, and the lives of medieval women and men.

HIST 812P – Society and Gender in the Middle Ages (3 credits)

This course is designed to introduce students to the ways that gender and sexuality were defined, understood, and enacted in medieval society. The course examines both accepted and deviant sexual behaviors as well as notions of masculinity and femininity. Attitudes toward these ideas and behaviors are considered within the social, political, and religious contexts of the Middle Ages.

HIST 816 – Colloquium: Colonial and Revolutionary America (3 credits)

This course will introduce advanced students to the most important interpretations of colonial and revolutionary America.

HIST 816P – History of Christianity (3 credits)

A broad overview of Christian history from antiquity to the present, with special emphasis upon the complex social, economic, and political forces which have made Christianity a global religion of incredible diversity. Special attention will be given to Christianity in the non-Western world, as well as the central role of women in Christian tradition.

HIST 817 – Colloquium: Nineteenth Century US (3 credits)

This course focuses on developing an in-depth knowledge of the US between 1800-1899, including the methodological and historiographical trends in recent American history.

HIST 820P – Women in Europe (3 credits)

A history of European women will explore the roles and influence of women from earliest times to the present.

HIST 821P – Women in America (3 credits)

A history of American women from the Colonial Period to the present.

HIST 822 – Colloquium: Twentieth Century US (3 credits)

This course focuses on developing an in-depth knowledge of the US since 1900, including the methodological and historiographical trends in recent American history.

HIST 823 – Colloquium: English History (3 credits)

This course will look at the development of English history starting in 1900, including the methodological and historiographical trends.

HIST 824 – Colloquium: Latin American History (3 credits)

This is an intensive reading and writing course that will focus on the history, historiography, and historiographical issues of Latin America.

HIST 828 – Colloquium: Soviet Union (3 credits)

This course will look at the development of Soviet Russia, focusing on the history and historiography of the subject.

HIST 829P – Religion in America (3 credits)

A historical introduction to the various religious communities of the United States from Pre-Columbian times to the present. The course gives special attention to religious influences upon social and political institutions, changing patterns of church-state relations, and the challenges posed by religious pluralism throughout American history.

HIST 830 – Colloquium: Modern China and Japan (3 credits)

This course will look at the development of Modern China and Japan, focusing on the history and historiography of the subject.

HIST 831P – Colonial America 1492-1750 (3 credits)

Examines the development of Colonial British America from the First English explorers to the French and Indian War.

HIST 832P – Revolutionary America 1750-1800 (3 credits)

Examines the American Revolution from its origins through its culmination in the adoption and implementation of the Constitution.

HIST 833P – The National Period 1800-1850 (3 credits)

Explores the expansion and development of the American nation from the Louisiana Purchase through the Mexican-American War.

HIST838 – Issues in Public History (3 credits)

This graduate course examines contemporary issues and practices in the field of public history. The format of this course will vary depending on the topic, instructor, and the needs of the students. May be repeated with each new offering.

Total Credits Allowed: 36.00

HIST 839P – Pre-Hispanic Colonial Latin America (3 credits)

Political, social, economic, and cultural dynamics of Amerindian civilizations and colonial Latin America up to independence.

HIST 841 – Seminar: History of the American West (3 credits)

This course will familiarize students with the major historiographical trends (since the 1890s) and the most important historians and their works on the American West.

HIST 841P – Modern Latin America (3 credits)

Examination of political, cultural, social, and economic dynamics of Latin American nations and regions from independence to present.

HIST 842 – Seminar: American Revolution and Confederation Period, 1763-1789 (3 credits)

This course is designed to introduce students to recent trends and research methodologies in the history of the revolutionary period and to guide them through the completion of a major research and writing project.

HIST 843 – Seminar: The American Indian (3 credits)

This seminar examines recent Native American history focusing on the themes and topics in the historiography.

HIST 844 – Seminar: Nineteenth Century US (3 credits)

A research seminar in nineteenth-century American history. Special attention will be devoted to the development of the characteristics of modern US society.

HIST 845P – The Civil War and Reconstruction (3 credits)

A study of the causes leading to the Civil War, the War itself, and the attempt to reunify the social, economic, and political framework of America.

HIST 846 – Seminar: Recent American History (3 credits)

This seminar allows students to pursue research in a topic dealing with the political, cultural, intellectual, or social history of the United States.

HIST 847 – Seminar: Contemporary Europe (3 credits)

This seminar allows students to pursue research in a topic dealing with the political, cultural, intellectual, or social history of Modern Europe.

HIST 848 – Readings in American History (3 credits)

A graduate readings course examining major historiographic issues in key periods and topics in American history. Topics will include (but are not limited to) Colonial America, the Early Republic, Civil War and Reconstruction, Gilded Age/Progressive America, Western and Native American history, the Great Depression, World War II, Environmental history, the Cold War, Civil Rights, and Recent America. May be repeated with each new offering.

Total Credits Allowed: 36.00

HIST 849 – Readings in World History (3 credits)

A graduate readings course examining major historiographic issues in key periods and topics in European and World history. Topics will include (but are not limited to) ancient/medieval history, Renaissance/Reformation, early modern Europe, nineteenth and twentieth century Europe, Latin American history, African and Asian history. May be repeated with each new offering.

Total Credits Allowed: 36.00

HIST 850P – Variable Topics in Latin American History (3 credits)

In-depth study of a country or region in Latin American or an in-depth analysis of a specific topic of historical or contemporary importance in understanding Latin American History and Culture.

HIST 851P – Comparative Colonialism: Asia and Africa (3 credits)

This course will analyze the primary social, cultural, and political forces that helped create and sustain the vast colonial empires in Asia and Africa.

HIST 852P – Colonial India (3 credits)

This course examines the complex social, cultural, political and economic factors that gave birth to the independent nations of Bangladesh, Pakistan and India after centuries of British colonial rule.

HIST 853P – Modern India (3 credits)

This course aims to introduce students to the complex cultural, political and economic factors that created the 'nation' of India as it is known today. The course begins in 1947 when India gained independence from Britain. It will examine in detail the major issues that have helped mold the history of contemporary India.

HIST 855P – Comparative Studies in Ethnic Conflict (3 credits)

This course is designed to engage students in an intense study of theories of ethnic conflict. Students will also be involved in a comparative study of the militarization of ethnic conflict in various regions of the world.

HIST 856P – Regional Field Study (1-4 credits)

Designed to provide students with travel experiences to contribute to their understanding of the history of a particular area of the world.

Total Credits Allowed: 4.00

HIST 857P – British Empire (3 credits)

The rise and expansion of the British Empire from its earliest beginnings to the present.

HIST 858P – Great Plains Studies (1-3 credits)

Great Plains Studies offers the opportunity to reflect on life through the literature and other lore of the Great Plains. Through a different subject focus each offering, the course integrates literary, historical, and paleontological investigations around issues affecting the plains, with a special focus on prairie.

Total Credits Allowed: 3.00

HIST 859P – European Expansion and Exploration (3 credits)

The motivations for European expansion and exploration overseas from 1300 until 1800 and the impact that European contact with the rest of the world had upon the societies of the Americas, Africa, Asia, and Europe.

HIST 860 – Seminar: English History (3 credits)

This seminar allows students to pursue research in a topic dealing with the political, cultural, intellectual, or social history of English history.

HIST 861P – Renaissance and Reformation (3 credits)

The political, economic, religious and social development of Europe from the Crusades through the era of the European Reformation.

HIST 862P – Seventeenth and Eighteenth Century Europe (3 credits)

History of Europe from the Thirty Years' War to the French Revolution with special emphasis on the Enlightenment.

HIST 863P – French Revolution and Napoleon (3 credits)

The causes of the French Revolution and the political, social, and intellectual impact of the Revolution upon western Europe.

HIST 864 – Public History Seminar (3 credits)

This course introduces graduate students to the theory and practice of public history. A growing body of scholarship on public history has emerged over the past few decades, seeking to develop a better understanding of the underlying principles of the field and the challenges of doing history in public. This class will expose students to both classic as well as new scholarship on public history, explore several key issues facing the practice of public history today, and offer hands-on, practical experience through the preparation of a grant proposal and the completion of a real-world public history project.

HIST 865 – Public History Methods (3 credits)

This course introduces graduate students to the practice and methodologies of local and community history research. Students will be exposed to key readings and issues in local history scholarship, gain a strong understanding of the characteristics of quality local and community history, and become extensively familiar with the kinds of primary sources used to explore and interpret history at the local level. The course will culminate in a substantial project that results in the production of a real-world product for a community partner.

HIST 866 – Museums and Material Culture (3 credits)

This course introduces graduate students to the major themes, debates, and issues in museums and material culture studies. Students will be exposed to key readings and issues in museum studies and material culture scholarship, gain a strong understanding of the history of museums and their evolving role among diverse groups of public audiences, and explore the principles and methods behind the use of material culture in a variety of public history settings. The course will culminate in a major artifact analysis assignment and a substantial project that results in the production of a real-world product for a community partner.

HIST 877 – Historic Preservation (3 credits)

This graduate course introduces students to the major themes, debates, and issues in the dynamic field of historic preservation. Students will read several significant works on the history of historic preservation in the United States, the power of history and historic places to shape

communities and a sense of place, relevant historic preservation laws and practices, and the many challenges facing historic preservationists in the twenty-first century. Guided by these readings, students will also conduct original research into a historic property and prepare a National Register nomination.

HIST 868P – Digital History (3 credits)

This course explores the use of digital tools and sources in historical research and the sharing of historical information with public and scholarly audiences.

HIST 871P – History of the Pacific Rim (3 credits)

This course will examine the development of Pacific Rim nations from 1500 to present. While the entire region will be studied, the emphasis will be on the cultural, political, and economic relations between the United States, Japan, China, and Russia as well as the colonizing powers of Spain, France, and Great Britain.

HIST 873P – American Constitutional History I (3 credits)

Tracing the development of the American Constitution from its European antecedents to the Civil War Period.

HIST 874P – American Constitutional History II (3 credits)

Continuation of HIST 873P. Period covered is from Civil War Period to present.

HIST 875 – Internship in History (1-9 credits)

Emphasizes the professional development of the student in the area of the student's professional interest. Grade will be recorded as credit/no credit.

Total Credits Allowed: 9.00

HIST 877P – American Thought and Culture, 1620-1865 (3 credits)

Examines the origins and development of American social, political, and religious ideas through the Civil War.

HIST 878P – American Thought and Culture, 1865-1990 (3 credits)

Examines the origins and development of American social, political, and religious ideas after the Civil War.

HIST 879P – Nebraska and the Great Plains History (3 credits)

History of natural environment and human settlement of Plains and role of Nebraska and Great Plains in United States history.

HIST 881P – North American Frontiers 1500-1850 (3 credits)

European and U.S. frontier expansion and interaction between Whites and Indians and use of natural resources.

HIST 882P – The American West 1850-Present (3 credits)

Development and transformation of U.S. west in terms of ethnic interaction, resource exploitation, and industrialization from mid-nineteenth century to present.

HIST 883P – The Gilded Age 1870-1898 (3 credits)

An analysis of the transformation of an agrarian America into an urban-industrial society.

HIST 884P – The United States 1898-1941 (3 credits)

The rise of America as a world power, and the problems of reform and industrial expansion in early twentieth century America.

HIST 885P – The United States Since 1941 (3 credits)

A study of United States history since World War II with special emphasis on the problems arising as a world power.

HIST 886P – Imperial Russia (3 credits)

A general survey of the political, social, economic, diplomatic and cultural developments of Russian civilization from 800 A.D. to 1917.

HIST 888P – Nineteenth Century Europe (3 credits)

The period from the French Revolution and Napoleon to World War I.

HIST 889P – Fascism and Communism in Twentieth Century Europe (3 credits)

An exploration of the commonalities and divergences between fascism, communism, and nationalism and their twentieth century manifestations. After investigating the intellectual roots, social bases and key elements of these ideologies, we will examine their concrete manifestations in Europe, including Hitler's Germany, Soviet communism under Stalin, and postwar Yugoslavia.

HIST 890P – Twentieth Century Europe (3 credits)

A treatment of the history of Europe since the Treaty of Versailles with special reference to international relations.

HIST 891 – Directed Research (1-3 credits)

Independent original research of a selected topic in history under the direction of a history graduate faculty member.

Total Credits Allowed: 3.00

HIST 892P – Soviet Russia (3 credits)

The 1917 revolution and the development of the Soviet state in the twentieth century.

HIST 893P – Modern Eastern Europe (3 credits)

This course examines the development of Eastern Europe in the nineteenth and twentieth centuries. It pays particular attention to the collapse of the Ottoman and Austro-Hungarian Empires, the rise of nationalism, the efforts to create and preserve nation states, the rise and collapse of Communism, and the impact of World War I, World War II, and the Cold War.

HIST 894 – Introduction to Thesis (3 credits)

A required course for graduate students pursuing the thesis option. Prepares students to conduct primary research, construct historical arguments, identify historiographical patterns, and begin

the writing process.

Prerequisite: HIST 801 and HIST 803 and admission to the MA History program.

HIST 895P – Topical Studies (3 credits)

Topics are studied which are not assigned or covered in other courses in the department. The format of this course will vary depending on the topic, instructor and the needs of the students.

Total Credits Allowed: 9.00

HIST 896 – Thesis (1-6 credits)

Total Credits Allowed: 6.00

HIST 897 – Public History Project (1-6 credits)

Total Credits Allowed: 6.00

HIST 898 – Historical Themes: Special Topics (3 credits)

A variable themed graduate level course. Topics in American, European, or World history will include both key issues or periods in history as well as historiographic disputes. May be repeated for credit.

Total Credits Allowed: 36.00

HIST 899 – Directed Readings (1-3 credits)

Independent readings on advanced history topics. Readings to be selected and directed by a history graduate faculty member.

Total Credits Allowed: 6.00

September 21, 2022

To Whom It May Concern:

The UNK Department of History appreciates the thorough review of our proposal for an MA in Public History by the External Review team: Dr. Leisl Carr Childers (Colorado State University), Dr. Seth C. Bruggeman (Temple University), and Dr. Geoffrey C. Friesen (University of Nebraska-Lincoln). We have carefully considered their feedback and made substantive changes to the proposal document. Those changes are summarized below, organized around the primary and secondary concerns raised by the External Review team.

Primary Concerns:

- 1. Greater clarification of the resource commitments associated with this proposal. This includes acknowledging and planning for placing a large, unsustainable (and largely invisible) workload on junior faculty members in the department.**

The Office of Graduate Studies has committed to the use of existing resources to provide the program with a part-time program coordinator, who will assist with the management of program recruitment, retention, marketing, and alumni. The program coordinator will also aid in identifying and facilitating internships and, with the help of the GPC, provide advising for both career counseling and job placement. The College of Arts and Sciences, as well as the Graduate Dean, have additionally committed to use existing resources to hire a second tenure-track faculty member in public history. This second faculty member will be expected to contribute to teaching the core courses in the MA in Public History, as well as electives within their area of specialty. There was an unexpected departure from the History faculty in Summer 2022, which opens a line for this purpose. This commitment from the deans and the existing open line promise to turn the need for a second tenure-track public history faculty member into reality without requiring additional allocations to the university.

- 2. More concrete plans to build out stakeholder relationships, including an advisory board that connects the program to individuals and institutions beyond Central Nebraska.**

An Advisory Board will be created to support this program and ensure that it remains in touch with both developments in the field of public history, as well as the needs and concerns of potential employers. This Advisory Board will consist of key individuals and institutions within and beyond Central Nebraska. This will include representatives from major state agencies, such as History Nebraska, Humanities Nebraska, and the Nebraska Game & Parks Commission. It will also include members from major regional institutions, such as the Stuhr Museum of Prairie Pioneer, the Durham Western Heritage Museum, the Strategic Air Command & Aerospace Museum, and the Great Plains Black History Museum, as well as local organizations, such as the Buffalo County Historical Society. From the NU system, Advisory Board members will include at least one representative from each campus, enhancing the possibility for intercampus and interdisciplinary collaborations for curriculum and training.

This Advisory Board will build on existing partnerships that the UNK History Department has developed over the years. The History Department has long-standing relationships with History Nebraska, Humanities Nebraska, and the Nebraska Game & Parks Commission, through faculty service, grants, student internships, and course projects. Several UNK History graduates are currently employed by these agencies. The Department also has existing collaborations with UNMC, through both course offerings and research, as well as UNL's Landscape Architecture program, through work with the Nebraska Game & Parks Commission. The Advisory Board will ensure that such relationships with employers and other NU campuses continue to develop as the program grows. It will also help the MA in Public History develop stronger connections with people and institutions engaged in urban public history work, as well as create an internship and employment pipeline for both active students and program graduates.

3. Articulating a plan for greater integration with existing resources within the NU system, including faculty expertise and existing online courses at UNO, UNMC, and UNL.

As the MA in Public History develops, key programs at other NU system campuses will be contacted for their participation in the curriculum. Students will be allowed to take up to 3 credit hours of courses from other NU campuses. These intercampus course offerings will supplement the courses offered by the UNK History Department, allowing students to customize their program of study for need and desired career path. This will also avoid unnecessary replication of existing courses offered by other programs and model the interdisciplinary nature of public history training. Intercampus transfers can include courses from UNO's graduate program in Anthropology (such as ANTH 8216 Cultural Anthropology and ANTH 8226 North American Archeology). From UNL, they can include courses in Finance (such as FINA 871 Nonprofit Financial Management), courses from the UNL Anthropology program (such as ANTH 804 Curation of Archeological Collections), and courses from their Digital Humanities initiative (such as HIST 861 Geospatial Approaches in Digital Humanities and Social Sciences). From UNMC, these can include courses from the MA in Public Health (such as CPH 500 Foundations of Public Health). Within UNK, students will also have the option of taking 3 credit hours from the existing Museum Emphasis within the MAE in Art Education (such as ART 844 History, Theories, and Philosophies of Art Education) or courses in archives and data management offered by the University Archivist. Incorporating these opportunities for interdisciplinary learning will significantly expand career opportunities for students. An Advisory Board including representatives from across the NU system will provide the program with further input on potential intercampus collaborations.

4. Providing clarity on future hiring plans to support a growing program.

An ongoing cost-sharing initiative with the Nebraska Game & Parks Commission (NGPC) promises further support for the MA in Public History program. As part of the Rural Engagement Center launched by UNK, this cooperative venture will provide a repository for NGPC collections that will be professionally managed by MA in Public History graduate assistants and interns. The Graduate Dean has made a commitment for more graduate assistantships to help in this endeavor. Also, upon approval of an MOU, the NGPC will support the costs of a director for the site to oversee the day-to-day operations of the facility. This director will serve as additional public history faculty in the UNK History Department and will actively contribute to the program through oversight of graduate assistants, interns, and student/class projects.

Secondary Concerns:

- 1. How will the History Department promote public history without bifurcating history training into two tracks – traditional and public history?**

To promote cohesion between graduate cohorts and avoid bifurcation between the tracks in traditional history and public history, students in the existing MA in History will continue to be required to take at least one public history course during their time in the program. This reflects the department's existing belief that traditional MA students can benefit from public history training as much as public history students can benefit from taking courses alongside those pursuing the more traditional degree track.

- 2. How will elevating Public History in the curriculum reshape how we think about the discipline of History?**

As noted by the External Review team, public history requires a fundamentally interdisciplinary approach that necessitates rethinking history education beyond the graduate seminar. In addition to a public history curriculum that emphasizes experiential learning, students in the MA in Public History will be able to take courses at other NU system campuses and from related departments at UNK, avoiding replication of coursework and exposing students to additional faculty and perspectives.

- 3. Career and job placement relies on developing relationships with prospective employers. Developing an Advisory Board will help facilitate this need. Will there be additional career counseling and job placement resources?**

In addition to the Advisory Board, both the Graduate Program Chair (GPC) and part-time program coordinator will provide career counseling and job placement resources. They will maintain alumni lists, inform students of job opportunities, and assist students with the application and interview process, as needed. These resources are already provided to students within the existing public history concentration and will be enhanced significantly through the additional support provided by a standalone program.

- 4. Given the potential of this online program to reach beyond a regional student audience, is the faculty adequately diverse to serve a broad range of students?**

Through partnerships with other NU campuses and across UNK, students will be exposed to a diverse range of faculty working in both rural and urban environments.

- 5. Is UNK History willing to reach out to other NU departments to expand its resources and expertise? UNK is well-positioned to serve rural populations, but what about urban ones?**

Through partnerships with UNO and UNL, as well as public history institutions in Omaha and Lincoln (such as the Durham Western Heritage Museum and History Nebraska), students in the UNK MA in Public History from urban areas will be well served by both course offerings, public history projects, and internship opportunities. The curriculum in the core public history courses also addresses issues of concern in both rural and urban public history work.

6. Most public history experience in the department comes from junior faculty. How will this faculty be supported and retained?

The External Review team noted that having the core courses of a public history program predicated on a single faculty member leaves the program vulnerable to continuity issues should that faculty member depart from the university. With support from the College of Arts and Sciences, the department will use existing resources to hire a second faculty member in public history who will be equipped to offer the core curriculum, as well as courses in their area(s) of specialty.

Junior faculty in the department are supported by tenure and promotion guidelines that recognize the labor and significance of public history work. These guidelines model a report co-authored by the National Council on Public History, the American Historical Association, and the Organization of American Historians, available here: <https://ncph.org/wp-content/uploads/Engaged-Historian.pdf>. Many peer institutions offering public history courses and degree programs have yet to adopt these guidelines, placing UNK in a superior position for supporting junior faculty working in public history.

7. What would the GA position be for? What does the operating costs cover? These elements were unclear in the proposal and should be clarified to the degree possible.

The GA position would assist with community-based public history projects, as well as the teaching of undergraduate public history courses. The College of Arts and Sciences (CAS) has pledged \$5,000/year in operating costs, which will contribute to marketing the program and conference travel expenses.

8. Has the program fully anticipated the costs of:

a. Administering the program

As public history is distinct from traditional academic history and demands expertise most historians do not possess, a separate Graduate Program Chair (GPC) will be required. The Public History GPC would be expected to continue advising students, to arrange and supervise internships, and to promote the program during the summer.

Per department policy, the GPC will receive a course release or stipend. The proposed budget accounts for a GPC stipend.

b. Advertising the program to target students

The proposed budget accounts for \$2,500/year in marketing funds to be provided by UNK Online. The \$5,000/year in operating costs pledged by the College of Arts and Sciences (CAS) will contribute to marketing the program and conference travel expenses. All other expenses, including commitments for additional staff and faculty, will be covered by existing resources.

c. Internship supervision

The Graduate Program Chair (GPC) and part-time program coordinator will oversee the internship program, working with community partners to develop internship and employment pipelines and ensure student success. Other faculty in public history may also supervise internships as the program grows.

Per university policy, faculty will receive a course release for every 36 credit hours of internships and directed research/readings courses they have supervised.

d. Online course development

UNK Online provides instructional designers and training seminars, as well as recording equipment and video production for the development of online courses.

9. How does this program align with UNK's priorities and strategic plan?

The proposed graduate program contributes to the five-year strategy set forth by President Carter by providing potential students across Nebraska and the country access to an affordable online MA in Public History, one of few such programs globally. The program's partnerships will additionally contribute to the five-year strategy by providing a variety of educational opportunities through the other NU campuses as well as in collaborations with local and statewide public history institutions and professionals, which will greatly contribute to the student experience and better prepare students for the workforce.

The program also closely aligns with UNK's Strategic Vision for a "multidimensional learning environment" that engages students with the community and enables them to lead productive lives in an increasingly "diverse, interconnected, interdependent, and technological society." Specifically, this program supports all four values of UNK's strategic plan, creating a climate of intellectual exchange both within and outside the classroom ("Learning Matters"), extending access to the development of professional skills and knowledge that will benefit the Kearney community and beyond ("Learning Environment Matters"), supporting an inclusive environment that supports diversity and opportunity for individuals with respect to culture, thought, and expression ("People Matter"), and ensuring long-term sustainability by offering a unique program that efficiently and effectively leverages available university resources ("Responsible Stewardship").

Lastly, the program is a unique addition to the Department of History, which has a rich history of being a leader in online graduate education. The existing online MA in History has brought many students and new faculty to the department, providing an existing cohort and breadth of faculty mentorship for students pursuing an MA in Public History. Public history courses have proven to be especially popular within the existing MA, operating at or above capacity each semester with current faculty. As such, the MA in Public History is proactive and low risk, with a proven ability to attract students and expand upon existing community and NU system collaborations.

Respectfully submitted,

Will Stoutamire, PhD
Assistant Professor of History
University of Nebraska at Kearney

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

Academic Affairs Committee

MEETING DATE: December 2, 2022

SUBJECT: Transition the Bachelor of Science (BS) and Bachelor of Arts (BA) in Latin American Studies into the Existing BS and BA Degrees in Ethnic Studies at UNL

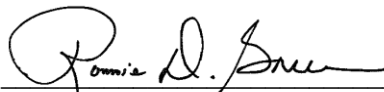
RECOMMENDED ACTION: Approve transition the Bachelor of Science (BS) and Bachelor of Arts (BA) in Latin American Studies into the Existing BS and BA Degrees in Ethnic Studies at UNL

EXPLANATION: In recent years, the UNL Latin American Studies program has not had enough majors to sustain the stand alone major. Therefore, the curriculum has been transitioned and restructured as an option within the existing Ethnic Studies major. In addition, a minor in Latin American Studies (U.S. Latina/Latino Studies and Latin American Studies) will also remain available. This is parallel to the other minors in the Institute of Ethnic Studies which correspond to the emphases/options within the Ethnic Studies major. This action will result in the elimination of stand-alone degrees in Latin American Studies.

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

SPONSORS: Katherine Ankerson
Executive Vice Chancellor for Academic Affairs
University of Nebraska-Lincoln

APPROVED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln



Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022



March 21, 2022

Jeff Gold, Executive Vice President & Provost
University of Nebraska
3835 Holdrege Street
Lincoln, NE 68583

Dear EVPP Gold,

I am forwarding a proposal to eliminate the Latin American Studies major within the Institute of Ethnic Studies administered by the College of Arts and Sciences. The Ethnic Studies BA/BA major was restructured to provide an option in Latinx and Latin American Studies and will continue to support student interest in this area. There are no anticipated budget impacts.

The proposal has the approval of the College of Arts and Sciences Dean Button, Executive Vice Chancellor Ankerson, Academic Planning Committee, and it has my approval. I am requesting you approve it as well.

Sincerely,

Ronnie D. Green, Ph.D.
Chancellor

c: Frauke Hachtmann, Chair, Academic Planning Committee
Katherine Ankerson, Executive Vice Chancellor, Academic Affairs
Mark Button, Dean, College of Arts and Sciences
Joy Castro, Interim Director/Chair, Ethnic Studies
Mike Zeleny, Associate to the Chancellor; APC Secretary
Renee Batman, Assistant Vice Chancellor, Academic Affairs
Suzi Tamerius, Project Coordinator, Academic Affairs
Karen Griffin, Coordinator of Faculty Governance
David Jackson, Associate Vice President for Academic Affairs
Cathy Robertus, Administrative Assistant



MEMORANDUM

TO: Frauke Hachtmann, APC Chair

FROM: Katherine S. Ankerson, Executive Vice Chancellor

DATE: March 7, 2022

SUBJECT: Proposal to delete the Latin American Studies undergraduate major

Attached please find a proposal to delete the Latin American Studies major associated with the bachelor of arts and bachelor of sciences degrees in the Institute of Ethnic Studies, College of Arts and Sciences. The Ethnic Studies major (BA/BS) was restructured to provide an option in Latinx and Latin American Studies and will continue to support student interest in this area. There are no anticipated budgetary impacts. I support this request and proposal from Dean Button and ask that you review at your earliest convenience.



DATE: February 1, 2022

TO: Katherine S. Ankerson
Executive Vice Chancellor

Dean, College of Arts and Sciences

Subject: Deletion of the Major in Latin American Studies

Please find attached the proposal for to eliminate the major in Latin American Studies. The Ethnic Studies major has an emphasis in Latino and Latin American Studies, and an accompanying proposal seeks to elevate that emphasis (and the others in the Ethnic Studies major) to an Option. The minors associated with Latin American Studies (U.S. Latina/Latino Studies and Latin American Studies) will remain and become minor only programs which is in parallel to the other minors in the Institute which correspond to the emphases/options within the Ethnic Studies major.

This proposal was approved in the Institute for Ethnic Studies prior to submission to the College of Arts and Sciences for approval. The CAS Curriculum and Advising Committee met on October 28, 2021, and unanimously approved this proposal. This was presented for approval to the college faculty at our regularly fall faculty meeting on December 15, 2021, and received unanimous approval.

I support this proposal. Please let me know if you need any further information.

March 10, 2022

Chancellor Ronald Green
201 Canfield Administration
City Campus (0419)

Dear Chancellor Green:

The Academic Planning Committee (APC) considered a proposal to delete the Latin American Studies major associated with the Bachelor of Arts and Bachelor of Sciences degrees in the Institute of Ethnic Studies, College of Arts and Sciences. The APC voted to recommend approval of the proposal at its March 9, 2022, meeting and I am forwarding this proposal for your consideration.

Sincerely,



Frauke Hachtmann, Chair, Academic Planning Committee and Professor, College of Journalism and Mass Communications

c: Executive Vice Chancellor Katherine Ankerson
 Dean Mark Button
 Professor Joy Castro
 Associate to the Chancellor Mike Zeleny
 Assistant Vice Chancellor Renee Batman
 Project Coordinator Suzi Tamerius

University of Nebraska-Lincoln

Deletion of Undergraduate Major or Degree

I. Descriptive Information

Name of Institution Proposing Deletion of Major or Degree
University of Nebraska-Lincoln
Name of Current Major or Degree
Latin American Studies
Degree Currently Awarded to Graduates of the Program
BA or BS
Major or Degree is Currently Offered <i>[full program, not individual courses]</i>
☒ On-campus only ☐ Distance only ☐ Both (on-campus and distance)
CIP Code
05.0107
Subject Code
LAMS
Administrative Units for the Major or Degree
Institute for Ethnic Studies and College of Arts and Sciences
Proposed Date for Deletion of Major or Degree <i>[The deletion date will include advertising, recruiting and admitting students in this major or degree]</i>
Fall 2022
Major or Degree End Date <i>[This end date will allow current students to finish the major or degree. It is suggested that for an undergraduate program this date is 5 years after students stop being accepting into the major or degree]</i>
Fall 2027

II. Details

A. Justification for Deletion of the Major or Degree

In recent years, Latin American Studies has not had enough primary or secondary majors to sustain the stand alone major. The curriculum, restructured as an option within the Ethnic Studies major will be maintained. The minors associated with Latin American Studies (U.S. Latina/Latino Studies and Latin American Studies) will also remain as minor only programs. This is parallel to the other minors in the Institute of Ethnic Studies which correspond to the emphases/options within the Ethnic Studies major.

B. Plan for Implementation of the Deletion of the Major or Degree

1. Current Students

The 1 existing student in the major is a senior and the courses needed for graduation should be available. LAMS 478 may not be offered due to lack of enrollment. It is an interdisciplinary course, so it will be possible to find a suitable substitution under consultation with their advisor

2. Current Faculty and Curriculum

No adjustments to faculty are needed as the curriculum remains available under the Latinx and Latin American Studies Option

3. Impact on other units and programs
None

4. Impact on Course Subject Codes
We will begin transitioning courses with the LAMS designator to the ETHN designator and eventually seek elimination of LAMS. If this can be done simply and administratively, we will move ahead right away, or if curriculum action is needed for each course, we will get started and more slowly make changes, reassessing any cross-listings as we go.

5. Budgetary Savings associated with the change
None

6. Budget Projections [include Table 1 and Table 2] -
There is no financial impact from this deletion as there were no specific faculty or staff connected to the program specifically, and very little student enrollment. The course offerings are primarily cross-listed with other units and will remain as is.

Table 1: Projected Expenses

https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Expenses_0.pdf

Table 2: Revenue Sources for Projected Expenses

https://ccpe.nebraska.gov/sites/ccpe.nebraska.gov/files/doc/NewProgram_Revenue_0.pdf

TABLE 1: PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM

	(FY 2022) Year 1		(FY 2023) Year 2		(FY 2024) Year 3		(FY 2025) Year 4		(FY 2026) Year 5		Total	
Personnel	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost	FTE	Cost
Faculty ¹											0	\$0
Professional ²											0	\$0
Graduate assistants											0	\$0
Support staff											0	\$0
Subtotal	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Operating												
General Operating ³												\$0
Equipment ⁴												\$0
New or renovated space ⁵												\$0
Library/Information Resources ⁶												\$0
Other ⁷												\$0
Subtotal		\$0		\$0		\$0		\$0		\$0		\$0
Total Expenses	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00

FOOTNOTES are for guidance only. Please provide your own footnotes where appropriate and delete ours.

¹ Show the number of additional full-time equivalent faculty and related salary and fringe benefit expenditures needed to implement and maintain the program.

² Show the number of additional full-time equivalent professional staff (post-docs, non-faculty academic administrators, etc.) and related salary and fringe benefit expenditures needed to implement and maintain the program.

³ Include allowances for faculty development, laboratory supplies, travel, memberships, office supplies, communications, data processing, equipment maintenance, rentals, etc.

⁴ Show anticipated expenditures for the acquisition of new or upgrades or replacement of existing equipment necessary for the implementation and/or operation of the program.

⁵ Show projected expenditures for any facilities (general classroom, laboratory, office, etc.) that will be required. Include renovation of existing facilities and construction of new facilities.

⁶ Show anticipated expenditures for library materials or other informational resources directly attributable to the new program.

⁷ Additional Other Expenses: Show other expenses not appropriate to another category.

NOTE: All items requiring explanation may be included on this page or in the proposal narrative.

TABLE 2: REVENUE SOURCES FOR PROJECTED EXPENSES - NEW INSTRUCTIONAL PROGRAM

	(FY 2022) Year 1	(FY 2023) Year 2	(FY 2024) Year 3	(FY 2025) Year 4	(FY 2026) Year 5	Total
Reallocation of Existing Funds ¹						\$0
Required New Public Funds ²						\$0
1. State Funds						\$0
2. Local Tax Funds (community colleges)						\$0
Tuition and Fees ³	\$0	\$0	\$0	\$0	\$0	\$0
Other Funding ⁴						\$0
1						\$0
2						\$0
3						\$0
Total Revenue ⁵	\$0	\$0	\$0	\$0	\$0	\$0

FOOTNOTES are for guidance only. Please provide your own footnotes, where appropriate, and delete ours.

¹ Show the total amount of dollars the institution will reallocate from its budget to support this program. Identify the source of funding and provide an explanation of the impact that the redistribution of funds will have on existing programs.

² This represents a requirement for additional public funds to support this program. If additional state funds are required, this request will have to be included in the institution's budget request. Separately detail all sources for additional funds. For community colleges, this would include local tax funds.

³ Show additional tuition and fee revenues that will be generated by this program.

⁴ Show the amount of external funding or donations which the institution anticipates will become available each year to support this program. Include a brief explanation of the nature of these resources including their specific source and the term of the commitment.

⁵ **Revenues are not expected to match expenses.**

NOTE: Where appropriate, show calculations and/or formulas that were used to project new revenue; e.g. number of new students projected multiplied by tuition and fees.

TO: The Board of Regents
Academic Affairs Committee

MEETING DATE: December 2, 2022

SUBJECT: Academic Freedom and Tenure Committee Report Recommending the Termination of a Faculty Member's Continuous Appointment.

RECOMMENDED ACTION: Review the evidence submitted to the Academic Freedom and Tenure Committee and the Committee's report (including its findings, conclusions, and recommended action) and then decide whether to adopt the Committee's recommendation to terminate the faculty member's continuous appointment.

EXPLANATION: In accordance with Section 4.15.2 of the *Bylaws of the Board of Regents* (previously Section 4.14.2 before the *Bylaws* were amended on April 9, 2021), President Carter filed a complaint with a Special Academic Freedom and Tenure-B (AFT-B) Committee on October 7, 2020, seeking the termination of the continuous appointment of Dr. Julie M. Stone, a faculty member at the University of Nebraska-Lincoln.

This complaint followed a vote by other tenured faculty members within Dr. Stone's department, finding that she lacked the professional competence expected of a tenured faculty member and a report from outside counsel stating that reasonable cause exists for terminating her appointment.

The Committee met to review the underlying facts on November 9, 2021, and conducted a formal, closed hearing through recorded internet sessions that spanned several days (January 11, 18, 21, and 28, 2022). At the hearing, the burden was on the University to establish by the greater weight of the evidence that reasonable cause existed for terminating Dr. Stone's appointment. Both parties were afforded the opportunity to submit testimonial and documentary evidence at the hearing and engage in cross-examination.

The Committee reviewed the hearing findings on March 4, 2022, but erroneously sent its conclusions as a Final Report without the required 5-day period for complainant and respondent written responses to a Draft Report. Therefore, the report was remanded back to the Committee and the verbatim transcript was sent to each party on April 4, 2022, and written responses were requested by June 2, 2022.

The Committee reconvened on July 12, 2022, to discuss the responses received and completed the Final Report on August 3, 2022. The Committee unanimously agreed that the University had met its burden of proof and recommended that Dr. Stone's continuous appointment be terminated.

DATE: October 28, 2022

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

MEETING DATE: December 2, 2022

SUBJECT: Transition the Master of Science (MS) in Emergency Preparedness into the Master of Public Health (MPH) administered by the College of Public Health at UNMC

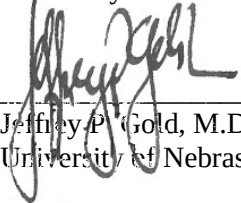
RECOMMENDED ACTION: Approve transition the Master of Science (MS) in Emergency Preparedness into the Master of Public Health (MPH) administered by the College of Public Health at UNMC

PREVIOUS ACTION: April 13, 2012 - The Board Approved the creation of a Master of Science in Emergency Preparedness under the sponsorship of the University of Nebraska Medical Center.

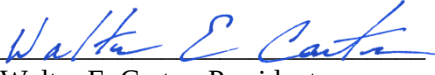
EXPLANATION: UNMC currently offers both Master of Public Health (MPH) and Doctor of Public Health (Dr.PH) degrees with an available emphasis in emergency preparedness. Due to the popularity and demand of these degrees for emergency preparedness practitioners, the popularity and subsequent applications to the research-focused MS program in Emergency Preparedness have fallen dramatically. A stand-alone research degree can no longer be justified. The few students in the program will graduate shortly or have already transitioned to the MPH program. Faculty with Emergency Preparedness expertise are practice focused and teach coursework in the public health programs. This action will result in the elimination of Emergency Preparedness MS degree

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, M.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska Medical Center

APPROVED: 

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



Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022



June 15, 2022

H. Dele Davies, MD
Senior Vice Chancellor
Academic Affairs
ARS 2022
Zip 7810
dele.davies@unmc.edu

Dear Dr. Davies:

I have received the request to discontinue the Master of Science in Emergency Preparedness program at the University of Nebraska Medical Center. Based on the information provided, I understand a Master of Public Health concentration was created to meet the demand for this training, and the one remaining student will finish in the upcoming year.

I concur with this decision and that it be forwarded to the Executive Graduate Council for consideration.

Sincerely

Jeffrey P. Gold, M.D.
Chancellor

MS IN EMERGENCY PREPAREDNESS

Proposal for Program Deletion

Applications to the new Emergency Preparedness academic programs in the College of Public Health have grown exponentially since the launch of the MPH and DrPH degrees in 2019 and 2020 respectively. When the MPH was launched, the MS program was amended accordingly. The original MS program had two (2) tracks: one with a practice focus and the other with a research focus. Given that the MPH was a “practice” professional degree, the practice track in the MS was removed and the degree courses changes to reflect a research degree. In the proceeding 2 years the popularity and subsequent applications to the MS program fell dramatically, a phenomenon we attribute to the popularity and demand for public health degrees to prepare professional public health Emergency Preparedness practitioners. To this end and in keeping with the practice-based expertise of the faculty engaged in all the Emergency Preparedness programs, we present this proposal to delete the MS in Emergency Preparedness from the suite of academic programs in this discipline.

1. *Statement of Need*

1. Student demand: *We have seen a decline in student demand for this program*
2. External demand: *We believe the pandemic has accelerated the demand for more practice-based degrees such as the MPH and DrPH. Ten (10) ASPPH schools offer an MPH or Certificate, 5 adding new programs in the last 5 years. None have a MS in Emergency Preparedness. 136 total schools/programs of public health associated with ASPPH.*

3. Number of graduates/year for last 5 years:

Year	2020	2019	2018	2017	2016
# of Graduates	4	1	2	2	6

4. Current employment of graduates for last 5 years and other indicators of program quality:

Employment Data: *The following data are collected and reported to CEPH*

Students who graduated in 2016-2017: 1 was working full-time for a Local Health Department. 1 was working full-time in education at the elementary level. Students who graduated in 2017-2018: 1 was enrolled in continuing education, subject unknown. 1 was working full-time for a Local Health Department. Students who graduated in 2018-2019: 1 was enrolled in continuing education, studying public health. 1 was self-employed.

Indicators of Program Quality: From 2013-2014 to 2020-2021, a total of 27 students matriculated into and were enrolled in the MS-Emergency Preparedness program. Eighteen (18) graduated, 4 are still actively enrolled, and 5 have withdrawn. Overall, this is an 18% attrition rate for the program.

5. Institutional need and impact on other graduate and undergraduate programs, departments or campuses: *There would be no impact on other programs if the MS program was inactivated. All courses initially developed for the MS program are being used in the Certificate, MPH and DrPH programs in Emergency Preparedness*
2. Curriculum
 1. Description of curriculum: *See appendix A for all curricula for the Emergency Preparedness Programs*
 2. Special requirements: *None*
 3. Scheduling of courses for the last 5 years: *Consistently offered two (2) Emergency Preparedness courses each fall and two (2) each spring semesters. This practice continues with the MPH and DrPH programs.*
 4. Current course syllabi: *See Appendix B*
 5. Availability/quality of practica, internships, etc.: *N/A. The MS program had no practicum/internship requirement*
 6. Duplicate or closely related course offerings at the department, campus, University-wide levels : *The closest offering in the NU system is the MPA with a concentration in Emergency Management at UNO. Emergency Management is considered a distinct career field from Public Health Preparedness and does not include any public health or medical response content or context.*
 7. Dual-listed courses (graduate and upper-division undergraduate): *None*
4. Faculty
 1. Narrative description summarizing expertise of the faculty: *All faculty have extensive practice experience in Emergency Preparedness and continue to teach the core Emergency Preparedness courses in addition to two (2) new courses developed for the DrPH in Emergency Preparedness. All current faculty are fully engaged in mentoring/advising MPH and DrPH students.*
 2. Résumés including publications, current research activities and outside funding (grants, contracts, etc.), conferences attended and papers presented, other scholarly activity: *Not applicable to program deletion*
 3. Possible reassignment, retraining or retirement of faculty and staff: *None needed*
5. Students
 1. Number of students influenced by deletion/consolidation: *There are currently 4 active students in the MS program. Two of whom are actively applying to transfer to the MPH program*
 2. Level of progress of affected students: *Both remaining students are scheduled to graduate in Spring 2022 and Spring of 2023 respectively*

3. Potential for transfer to other programs/departments: *Two students plan to transfer to the MPH in Emergency Preparedness. The remaining 2 will complete the program to graduation*
4. Relative cost to students: *The students who are transferring to the MPH had planned the transfer before the decision was made to delete the MS program. They understood that the requirements added another 6 credit hours*
6. *Facilities*
 1. Laboratories/faculty offices: *All facilities will continue to be needed for the MPH and DrPH programs.*
 2. Library holdings: *no change – currently only one subscription*
7. *Budget*
 1. Present cost of the program (budget). *There is no additional cost of this program given that all courses are now used in the MPH and DrPH programs*
 2. Income of the program (grants, contracts, student tuition, fees, etc.): *Student tuition income based on an average of 3 students/year is \$64,476*
 3. Funds saved if the program is eliminated/consolidated. *There are no funds saved if the program is eliminated. Instructor and faculty time can be dedicated to the growing MPH and DrPH programs*
 4. Phase-out costs and time-line. *There is no phase out cost and the two remaining students will graduate in Spring 2022 and Spring 2023. The program will end after the last student graduates.*

Approved by M.S. in Emergency Preparedness Graduate Committee (09/16/2021)
 Approved by CPH Curriculum Committee (11/1/2021)
 Approved by UNMC Graduate Council (xx/xx/2021)

TO: The Board of Regents Addendum XI-A-7

Academic Affairs Committee

MEETING DATE: December 2, 2022

SUBJECT: Naming of the Special Collections and Archives Department in McGoogan Health Sciences Library the "Robert S. Wigton Department of Special Collections and Archives" at UNMC

RECOMMENDED ACTION: Approve naming of the Special Collections and Archives Department in McGoogan Health Sciences Library the "Robert S. Wigton Department of Special Collections and Archives" at UNMC

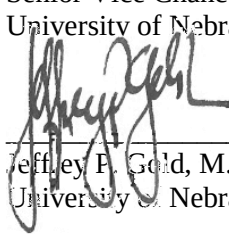
PREVIOUS ACTION: November 18, 2016 – Approval of the naming of the 8th Floor of the McGoogan Library to Wigton History of Medicine Archives.

EXPLANATION: Dr. Wigton is an alumnus of the University of Nebraska Medical Center who meets all five of the naming criteria in *Board of Regents Policy RP-2.6.1*. Dr. Wigton provided extraordinary service and generous financial support to the University of Nebraska and the University of Nebraska Medical Center.

Under the Board of Regents Policy RP-2.6.1; Identification using the name of or in honor of an individual, a family, or an organization shall be approved by the cognizant Chancellor, the President, and the Board of Regents.

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

SPONSOR: H. Dele Davies, M.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska Medical Center

RECOMMENDED: 

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



Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

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

MEETING DATE: December 2, 2022

SUBJECT: Residence Hall Room and Board Rates for the Academic Years 2023-24 through 2025-26 at the University of Nebraska at Kearney (UNK)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for Academic Years 2023-24 through 2025-26 at UNK

PREVIOUS ACTION: December 6, 2019 - The Board of Regents approved the Room and Board rates for the 2021-23 Academic Years.

EXPLANATION: The proposed rates shown below will generate the income required to cover obligations while managing the cost to students. The rates reflect a 3% annual increase for students selecting the Loper meal plan residing in a double occupancy basic room, which is the most prevalent rate used today.

Double Room+

<u>Meals/Week</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
7 day/20 meals	\$11,436	\$11,780	\$12,134

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

UNK's rate increase supports cost recovery for employee salaries and wages, employee benefits, raw food costs, materials and supplies, and technology enhancements. These rates will also support the debt service required for University Housing and a high-quality food service program, as well as continued investment to address deferred maintenance needs.

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

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

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

DATE: October 27, 2022

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

MEETING DATE: December 2, 2022

SUBJECT: Residence Hall Room and Board Rates for Academic Years 2023-24 through 2025-26 at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for Academic Years 2023-24 through 2025-26 at UNL

PREVIOUS ACTION: February 12, 2021 – The Board of Regents approved a 2.2% reduction of double-occupancy room and board rates for academic year 2021-22 and a preliminary 3.0% increase previously approved for academic year 2022-23 at UNL

EXPLANATION: The proposed rates shown below will generate the income required to cover obligations while managing the cost to students. The rates reflect a 3% annual increase for students selecting double occupancy in traditional-style renovated halls and the all-access plan, which is the most prevalent rate used today.

Rates would increase up to 3.0% annually for each of the three years from 2023-24 through 2025-26. Even with the proposed increases, UNL remains competitive among both peer and other Big Ten institutions. Proposed rates are:

<u>Meals/Week</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>
All-Access	\$ 12,644	\$ 13,023	\$ 13,413

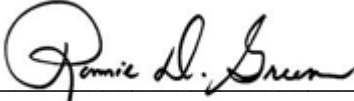
The rate increases will help cover cost increases for employee compensation, utilities, food, supplies and other operating expenses. These rates also support the debt service required for University Housing, achieving the required debt service ratio.

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

SPONSORS: Laurie Bellows
Vice Chancellor for Student Affairs

Mary LaGrange
Interim Vice Chancellor for Business and Finance

RECOMMENDED:



Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE: October 27, 2022

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

MEETING DATE: December 2, 2022

SUBJECT: Residence Hall Room Rates for Academic Years 2023-24 through 2025-26 at the University of Nebraska at Omaha (UNO)

RECOMMENDED ACTION: Approve the Residence Hall Room Rates for Academic Years 2023-24 through 2025-26 at UNO

PREVIOUS ACTION: December 5, 2019 – The Board of Regents approved an extension for an up to 3% overall average rate increase in the 2020-21, 2021-22 and 2022-23 academic years for student housing rates at Scott Court, Scott Village, Maverick Village, and University Village at the University of Nebraska at Omaha.

It should be noted that due to the global pandemic and its financial impact on our students, the University of Nebraska at Omaha elected not to increase room rates for the 2020-21, 2021-22 and 2022-23 academic years

EXPLANATION: The proposed rates shown below will generate the income required to cover obligations while managing the cost to students. The rates reflect an average 3.4% annual increase in 2023-24 for student housing rates at Scott Court, Scott Village, Maverick Village, and University Village.

Rates would increase up to 3.5% annually for 2024-25 and 2025-26.

2023-24 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Monthly (12 Month)	N/A	\$7,800	N/A	N/A
Semi-Annual (12 Month)	\$7,920	\$7,800	\$7,760	N/A
Semi-Annual (9 Month)	\$7,250	N/A	\$6,880	\$6,375

2024-25 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Monthly (12 Month)	N/A	\$8,073	N/A	N/A
Semi-Annual (12 Month)	\$8,197	\$8,073	\$8,032	N/A
Semi-Annual (9 Month)	\$7,504	N/A	\$7,121	\$6,598

2025-26 Planned Rates

	Housing Complex			
	Scott Court	Scott Village	Maverick Village	University Village
Payment Plan				
Monthly (12 Month)	N/A	\$8,356	N/A	N/A
Semi-Annual (12 Month)	\$8,484	\$8,356	\$8,313	N/A
Semi-Annual (9 Month)	\$7,767	N/A	\$7,370	\$6,829

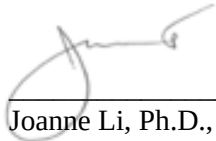
The rate increases will help cover cost increases for employee compensation, utilities, supplies and other operating expenses. These rates also support the debt service required for University Housing, achieving the required debt service ratio.

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

SPONSORS:

Carol A. Kirchner
Vice Chancellor for Business and Finance

Cathy Pettid
Associate Vice Chancellor for Student Life & Wellbeing

RECOMMENDED:

Joanne Li, Ph.D., Chancellor
University of Nebraska at Omaha**DATE:**

October 27, 2022

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

Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Residence Hall Room and Board Rates for the Academic Years 2023-24 through 2025-26 at the Nebraska College of Technical Agriculture (NCTA)

RECOMMENDED ACTION: Approve the Residence Hall Room and Board Rates for the Academic Years 2023-24 through 2025-26 at NCTA

PREVIOUS ACTION: December 6, 2019 - The Board of Regents approved the Room and Board rates for the 2021-23 Academic Years.

EXPLANATION: The proposed rates shown below will generate the income required to cover obligations while managing the cost to students. The rates reflect a 3% annual increase.

<u>East or West Hall</u>			
<u>Traditional Rooms</u>	<u>2023-2024</u>	<u>2024-2025</u>	<u>2025-2026</u>
Single Occupancy	\$ 3,871	\$ 3,987	\$ 4,107
Double Occupancy	2,584	2,662	2,742
<u>Aggie West Hall</u>			
Single Occupancy	\$ 4,738	\$ 4,880	\$ 5,026
Double Occupancy	3,201	3,297	3,396
<u>Aggie Central Hall</u>			
Four Person Suite	\$ 3,700	\$ 3,811	\$ 3,925
Two Person Suite	5,741	5,913	6,090
<u>Meal Plans</u>			
5 per week	\$ 1,265	\$ 1,303	\$ 1,342
14 per week	3,545	3,651	3,761
18 per week	4,557	4,694	4,835
21 per week	5,315	5,474	5,638

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

NCTA's rate increase supports cost recovery for employee salaries and wages, employee benefits, raw food costs, materials and supplies, and computing enhancements. These rates will also support the debt service related to the NCTA housing facility renovation and construction

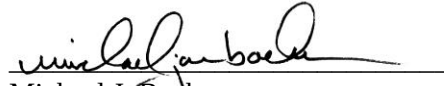
projects, as well as continued investment to address deferred maintenance needs.

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

SPONSOR:

Larry Gossen, Dean
Nebraska College of Technical Agriculture

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Michael J. Boehm", is written over a horizontal line.

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

DATE:

October 27, 2022

TO: The Board of Regents Addendum XI-B-5
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Amend Board of Regents Policy 5.6.1 regarding Sponsorship of Speakers with Student Fees

RECOMMENDED ACTION: Amend Board of Regents Policy 5.6.1, Sponsorship of Speakers with Student Fees

PREVIOUS ACTION: November 16, 1979 – The Board of Regents approved Regent Policy 5.6.1 to provide guidelines to the UNL University Program Council and UNO Student Programming Organization with respect to sponsoring speakers with student fees.

September 6, 1991 – The Board of Regents approved an amendment to RP-5.6.1 to extend the guidelines to all student programming organizations administering speaker programs on each campus.

EXPLANATION: The proposed revisions to Board of Regents Policy 5.6.1 provide updated guidelines to student organizations for evaluating requests to fund campus speakers with student fees, outlining a viewpoint-neutral set of factors that such organizations may consider. The revised policy also requires the creation of an appeal process to ensure that decisions on funding of speakers are compliant with Regents Policy and applicable law.

It is proposed that Regents Policy 5.6.1 be revised as follows:

RP-5.6.1 Sponsorship of Speakers with Student Fees

The student programming organizations administering the speakers programs on each campus shall abide by the following guidelines in sponsoring speakers on campus with the use of student fees:

1. The purpose of a speakers program is to advance the ~~general~~ educational mission ~~processes~~ of the University by putting before the University community a broad range of ideas on a variety of contexts. ~~The purpose of a speakers program and is not to advance any particular viewpoint political or personal philosophy.~~
2. In deciding how to allocate limited funds for campus speakers, a student organization may consider (a) the extent to which the speaker's intended message advances the educational mission of the University; (b) the overall breadth of topics covered by speakers on campus in the year in which the speaker would speak and the three prior academic years, with the goal of covering a broad range of topics; (c) if applicable, the academic reputation of the speaker and the quality of the speaker's academic or other published work; (d) the level of student interest in having the speaker come to campus;

(e) the University's ability to ensure the safety of the speaker, students, and other persons; (f) any potential for damage to property; and (g) the cost of bringing the speaker to campus. The student organization may not consider the speaker's point of view on any issue in deciding whether or not to bring the speaker to campus and must comply with all applicable constitutional requirements. The organizations administering speaker programs shall provide reasonable political and ideological balance on subjects of politics and government. For instance, if the organization sponsors a speaker that represents one part of a political or ideological spectrum of ideas on a subject of politics, government, or ideologies, it shall make reasonable attempts to sponsor a different program within the same academic year which generally represents the opposing part of that spectrum of political or ideological ideas.

3. The student government of each University campus shall develop and implement policies and procedures that (a) ensure compliance with this Policy; (b) set forth other written criteria not inconsistent with this Policy for the allocation of student activity fees to pay for speakers; (c) require the creation and preservation of a verbatim record of student fee funding deliberations by student organizations; (d) require that the reasons for the grant or denial of a funding request be made in writing; (e) provide a mechanism for avoiding conflicts of interest in student fee funding decisions; and (f) establish an appeal process in cases where it is alleged that a funding decision was not made in a viewpoint-neutral manner, including a final appeal to the campus Chancellor. In all events, the organization administering the program shall make every attempt to remain neutral and fair in the selection of speakers on subjects of politics, government, and ideologies.
4. Student programming organizations will shall organize internal committees with that will have an ongoing responsibility to make student fee funding decisions in compliance with this Policy and applicable law. ensure that a balanced program is presented.
5. In considering an appeal of a student organization's funding decision, the person or body deciding the appeal may weigh all the factors in RP-5.6.1.2 as though the consideration of the question had come before it in the first instance and shall resolve the appeal in accordance with this Policy.
6. University Program and Facilities Fee (UPFF) funding and approval of political and ideological speakers will proceed through the same procedure for approval of all speakers. All speaker programs, regardless of the viewpoint of the speaker content of the speech, will be administered in the same way.
7. All students are encouraged to join their programming groups and/or give their input to the speaker selection on their campus.

SPONSOR:

Chris J. Kabourek
Senior Vice President and CFO

RECOMMENDED:


Walter E. Carter, President
University of Nebraska System

DATE:

October 27, 2022

TO: The Board of Regents Addendum XI-B-6
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: StarTran Transportation Agreement

RECOMMENDED ACTION: Approve a twenty-month agreement with two optional one-year extensions with the City of Lincoln to continue providing StarTran bus service on routes connecting University of Nebraska-Lincoln (UNL) City Campus, East Campus, and Nebraska Innovation Campus (NIC).

PREVIOUS ACTION: March 31, 2017 – The Board of Regents approved a five-year agreement with the City of Lincoln to provide StarTran bus service on routes connecting UNL City and East campuses.

EXPLANATION: Since 1994, UNL has purchased campus transit services from StarTran, the City of Lincoln's public transit system. StarTran operates ten buses during the academic year and four buses on the routes during summer and days between academic terms.

The agreement approved in March 2017 expired August 21, 2022, before and after which time parties were engaged in negotiations and considering the future direction of the program. A short-term, 4-month bridge agreement from August 22, 2022 – December 31, 2022, was executed until final details of a long-term agreement could be negotiated. The proposed agreement would commence on January 1, 2023, and expire on August 25, 2024, with two optional one-year extensions.

The agreement covers StarTrans' operating, repair, maintenance, administration and capital replacement costs. The agreement includes a determined annual cost for the first eight months with operating costs tied to the Consumer Price Index (CPI) for subsequent years. The agreement is funded through a Student Transit Fee assessment and revenue from the sale of parking permits.

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

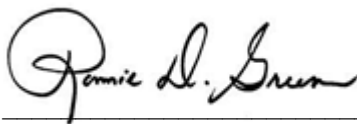
PROJECT COST:	Months 1-8	\$1,753,838
	Months 9-20	<u>2,874,575*</u>
	Total	<u>\$4,628,413</u>

*Subject to increase based on CPI

SOURCE OF FUNDS: UPFF Student Fees

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business and Finance

RECOMMENDED:

A handwritten signature in black ink, reading "Ronnie D. Green". The signature is written in a cursive style with a large, circular initial "R".

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

October 27, 2022

STARTRAN TRANSPORTATION AGREEMENT
between Board of Regents of the University of Nebraska
and City of Lincoln, Nebraska

This StarTran Transportation Agreement (“Agreement”) is dated this ____ day of _____, 2022, by and between the BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA on behalf of the University of Nebraska-Lincoln, a public body corporate, hereinafter referred to as “UNL”, and the CITY OF LINCOLN, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska, by and through the Transportation and Utilities Department, StarTran Division, hereinafter referred to as “StarTran.”

RECITALS

- A. An agreement for service between UNL’s Main Camus and East Campus (“Routes 24 and 25”) expired on August 20, 2017, and an agreement for service between both campuses and Nebraska Innovation Campus expired on August 24, 2020 (“Original Agreements”).
- A. A short-term agreement for service on Routes 24 and 25 and between Main Campus and Nebraska Innovation Campus (“Route 22” and collectively with Routes 24 and 25, the “Routes”) expires on December 31, 2022.
- B. The parties desire to enter into an agreement for service to continue the Routes.
- C. University of Nebraska Board of Regents policy RP-6.2.1.9 exempts this purchase from competitive bidding.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Agreement and herein and the above recitals, which are incorporated herein by this reference, the parties agree as follows:

- 1. Administration. For StarTran, this Agreement shall be administered by the StarTran Transit Manager. For UNL, this Agreement shall be administered by the Vice Chancellor for Business and Finance.
- 2. FTA Compliance. This Agreement is subject to compliance with all applicable statutes, rules, and regulations of the Federal Transit Administration, including compliance with the Americans With Disabilities Act, as amended, and all related regulations.
- 3. Service. During the service hours for each schedule type set forth below for the Routes, StarTran shall provide transit service. For each schedule type set forth below, StarTran shall provide the number of heavy duty 35-foot transit buses specified below and maintain a 20% spare ratio. In addition, StarTran shall, at StarTran’s sole cost and expense, provide for all operating, repair, maintenance, fuel, installed equipment, capital, finance, administration, and

all other costs related to operation of buses on the Routes and shall ensure that all buses operating on the Routes are functioning in a safe, secure, clean, and slightly manner for the passengers. StarTran shall also provide a sufficient number of trained and qualified bus operators to ensure professional operation of the buses at all times.

Route 22

<u>Schedule Type</u>	<u>Service Hours (Mon-Fri)</u>	<u>No. of Buses</u>
Academic Term (daytime)	7:30 a.m. - 6:30 p.m.	2+.4 Spare=2.4
Summer and days between Academic Terms	None	0

Routes 24 and 25

<u>Schedule Type</u>	<u>Service Hours (Mon-Fri)</u>	<u>No. of Buses</u>
Academic Term (daytime)	7:00 a.m. - 6:00 p.m.	8+1.6 Spare=9.6
Academic Term (evening)	6:00 p.m. - 9:00 p.m.	4+.8 Spare=4.8
Summer and days between Academic Terms	7:00 a.m. - 6:00 p.m.	4+.8 Spare=4.8

Each Academic Term shall be designated by UNL in UNL's sole and absolute discretion and shall be provided to StarTran at least thirty (30) days prior to the commencement of each Academic Term. UNL reserves the right to make changes to each Academic Term, in UNL's sole and absolute discretion, and, in such event, UNL shall provide reasonable notice to StarTran of any such changes affecting StarTran's services under this Agreement. In the event UNL cancels all classes for any reason, StarTran shall be relieved of service and no adjustments in the Cost of Service will be made; provided, however, in the event classes are cancelled for more than two (2) consecutive days, the Cost of Service shall be equitably adjusted by the parties. StarTran shall not charge or hold UNL responsible for increased labor costs to StarTran related to or associated with termination of service between semesters, or during summers.

4. Cost of Service.

- a. Except in the case of termination or nonrenewal or as otherwise provided herein, UNL shall pay to StarTran the amount set forth as the "Cost of Service" in the table below and estimated by the parties to cover the cost to StarTran to deliver the service during each service period set forth in the table below ("Service Period").

Service Period (No.)	Route(s)	Service Hours	Operating Rate	Operating Cost	Capital Equipment	Cost of Service
1/1/23 – 8/20/23 (1)	22	2,427	\$105.997	\$257,289	\$5,921	\$263,210
	24/25	13,715	\$105.997	\$1,453,707	\$36,921	\$1,490,629

8/21/23 - 8/25/24 (2)	22	3,641	Subject to Section 4.c.	Subject to Section 4.c.	\$8,881	Subject to Section 4.c.
	24/25	20,572	Subject to Section 4.c.	Subject to Section 4.c.	\$55,382	Subject to Section 4.c.
(Optional) 8/26/24 - 8/24/25 (3)	22	3,641	Subject to Section 4.c.	Subject to Section 4.c.	\$13,759	Subject to Section 4.c.
	24/25	20,572	Subject to Section 4.c.	Subject to Section 4.c.	\$74,892	Subject to Section 4.c.
(Optional) 8/25/25 - 8/23/26 (4)	22	3,641	Subject to Section 4.c.	Subject to Section 4.c.	\$13,759	Subject to Section 4.c.
	24/25	20,572	Subject to Section 4.c.	Subject to Section 4.c.	\$74,892	Subject to Section 4.c.

- b. For any Service Period after Service Period 1, UNL may increase or reduce the service described in Section 3 by providing StarTran written notice of the extent of such increase or reduction by March 15 of the Service Period prior to the Service Period for which service will be increased or reduced. If UNL increases or reduces bus service for any Service Period under this section, StarTran may increase or reduce the Cost of Service for such Service Period proportionately to the increase or reduction of service. If the service increase or decrease does not affect the capital equipment cost, then StarTran may only increase or decrease the operating cost proportionately to the service increase or reduction. StarTran may, in its reasonable discretion, decline a proposed service increase due to unavailability of equipment or personnel.
- c. Effective on the first day of each Service Period after Service Period 1, the operating rate shall be adjusted by (i) multiplying the operating rate for the prior Service Period by the unadjusted percent change in the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all urban consumers (CPI-U), Lincoln, Nebraska MSA Average, “all items,” in the most recent twelve (12) months for which data is available that is not subject to revision; and (ii) adding the product of Section 4.c.(i) to the operating rate for the prior Service Period.
- d. If the parties renew the Agreement, then StarTran may increase the capital equipment costs in each of Service Periods 3 and 4 by an amount the parties negotiate in good faith and mutually agree to in a written amendment to the Agreement prior to the beginning of the Renewal Term.
5. Payment. Payment of the Cost of Service for Service Period 1, as described in Section 4 above, shall be in two (2) equal installments with installments due on or before April 30, 2023, and July 31, 2023. Payment of the Cost of Service for Service Periods 2, 3, and 4 as

described in Section 4 above, shall be in four (4) equal installments for each Service Period, with installments due on October 31, January 31, April 30, and July 31 of each Service Period.

6. Fares. During the Term, StarTran shall charge no fares for passengers that are students, faculty, or staff of UNL for any StarTran fixed route. StarTran will examine the Bus Pass presented by students, faculty, or staff upon boarding to verify their eligibility for the no-cost fare. Bus Passes will be issued by UNL to UNL students, faculty, and staff.
7. Route and Schedule Coordination. StarTran will work closely with UNL to assure that the time schedules for the Routes are coordinated with class schedules and other needs of UNL. This would include, but not necessarily be limited to, allowing UNL to review and comment on the printed and on-line route and schedule information for the Routes prior to publication by StarTran, however, StarTran shall have all final decisions on routes.
8. Performance. StarTran shall operate the Routes in compliance with the StarTran on-time performance standard as defined in the annual “StarTran Surveillance Report” (the “Report”) submitted to the Federal Transit Administration. Monthly reports shall be provided to UNL within ten (10) days after the last day of each month. In the event StarTran fails to meet the performance standard in the Report for two (2) consecutive months, representatives from StarTran and UNL, including students, will promptly meet to investigate causes of on-time performance issues and jointly take actions to bring performance back to compliance levels.
9. Term. The initial term of this Agreement shall commence on the Effective Date and expire on August 25, 2024 (“Initial Term”). This Agreement may be renewed for one (1) additional two (2)-year term (the “Renewal Term” and collectively with the Initial Term, the “Term”) by mutual written agreement of the parties on or before January 15, 2024. Unless otherwise stated in this Agreement, the terms and conditions of this Agreement are effective during the Term.
10. Effective Date. The Effective Date of this Agreement shall be January 1, 2023.
11. Buses and Other Equipment. StarTran and UNL mutually agree and understand that the Cost of Service paid by UNL under the Original Agreements included funding for the purchase of Additional Equipment (as defined in the Original Agreements). StarTran and UNL mutually agree and understand that the Cost of Service paid by UNL in this Agreement includes funding for the depreciation of Additional Equipment not already funded in full by UNL. The Additional Equipment is not for the exclusive use of the Routes but will be assigned daily as primary use on the Routes. Buses used under this Agreement will meet the service life requirements set forth by the Federal Transit Administration and all buses used on the Routes shall be equipped with an automatic vehicle location system that allows for tracking bus locations on patron owned devices, e.g., desktop or mobile computers, data capable cellular phones through StarTran’s public-facing bus tracking software.

12. Bus Inspection Reports. StarTran shall furnish UNL an annual report on bus inspections and evaluations performed pursuant to StarTran's maintenance plan on file with the Federal Transit Administration. Included in this report shall be the inspection time and/or mileage intervals adopted by StarTran, and a summary of the actual inspection history, e.g., a table noting the number of buses inspected each month, and a notation as to whether these inspections were completed within the adopted plan's intervals. StarTran shall make all vehicle inspection records available to UNL upon request.
13. Emergency Operations Assistance. UNL has developed an Emergency Operations Plan that includes transportation components in addressing emergency medical, evacuation and relocation needs that are created by the event or circumstances. Upon UNL's request, StarTran agrees to immediately make available no fewer than eight (8) buses from its fleet for up to seventy-two (72) hours after the request to assist in emergency operations transport for the injured, critical response staff, resources, supplies, or members of the public impacted by the situation.
14. End of Term Bus Cost Rebate. In the event that StarTran and UNL do not enter into a successor agreement, StarTran will rebate to UNL the residual value of the Additional Equipment purchased under the Original Agreements and not already rebated as part of the agreement between the parties regarding Route 22 effective from August 24, 2020, to August 21, 2022, determined by applying straight-line depreciation and a twelve-year service life to the amounts paid by UNL for the Additional Equipment pursuant to the Original Agreements from the original month of service until the date of expiration or termination of this Agreement ("Residual Equipment Value"). Straight-line depreciation begins on the date that each bus purchased under the Original Agreements was placed in service.
15. Management Meetings. To assure that StarTran and UNL have regular communication concerning the service described herein, representatives from StarTran and UNL, including students, will hold management review meetings not less frequently than one (1) meeting each fall and spring Academic Terms during the Term.
16. Independent Contractor. StarTran has sole and exclusive charge and control of the manner and means of providing the transit service. StarTran shall perform the service as an independent contractor, and it is expressly understood and agreed that StarTran is not a division of or in any other way an entity of or created by UNL. This Agreement shall not be deemed to give rise to a partnership or joint venture relation. Neither party shall be deemed an agent nor representative of the other and neither party has permission or authority to bind or commit the other party to any agreements or other obligations.
17. Liability. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any

loss, cost, or damage caused thereby during the performance of this Agreement. This section shall survive termination or expiration of this Agreement.

18. Use of UNL Roads and Facilities. UNL hereby grants to StarTran permission and authority to use UNL's streets, roadways, and other facilities of UNL as may be necessary to provide the service described herein. UNL shall notify StarTran in writing of any such street, roadway, or other facility that shall be prohibited for use by StarTran. StarTran shall only be responsible for damage to such streets, roadways, and other street related facilities, including but not limited to manholes and covers, storm drains, curbs, and other structures in, on, or attached to the traveled surface of any UNL street or roadway to the extent such damage is due to the negligence or willful misconduct of StarTran. StarTran agrees to comply with all rules and regulations of UNL and any applicable state or local laws, rules, and regulations during StarTran's use of UNL's streets, roadways, and other facilities.
19. Termination by UNL. UNL shall have the right to terminate this Agreement for its own convenience upon not less than ninety (90) days written notice to StarTran. UNL may also terminate this Agreement if StarTran commits a substantial breach of the Agreement, and such breach is not cured within thirty (30) days after StarTran's receipt of written notice of the same from UNL.
20. Termination by StarTran. StarTran may terminate this Agreement for its own convenience upon not less than one hundred eighty (180) days written notice to UNL. StarTran may also terminate this Agreement if UNL commits a substantial breach of this Agreement, and such breach is not cured within thirty (30) days after UNL's receipt of written notice of the same from StarTran.
21. Effect of Termination on Amounts Due. In the event of any termination herein, StarTran and UNL shall negotiate in good faith to jointly determine amounts due and owing to StarTran or UNL, if any, up to the point of termination. Such amounts due and owing shall include any unpaid Cost of Service less any Residual Equipment Value, as defined in Section 14 above. Any such monies due StarTran or UNL shall be paid within sixty (60) days of the agreement concerning termination costs. This section shall survive termination or expiration of this Agreement.
22. Federal Immigration Verification. StarTran agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. StarTran shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A. 1324b. StarTran shall require any subcontractor to comply with

the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

23. No Discrimination. The parties hereto agree to abide by Title 11 of the Lincoln Municipal Code and all other applicable federal and state statutes and regulations prohibiting discrimination in providing transit service.

24. Notices. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by fax, commercial carrier or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lincoln, Nebraska
Transportation and Utilities Department
StarTran Division
Attention: Transit Manager
710 J Street
Lincoln, NE 68508

University of Nebraska-Lincoln
Vice-Chancellor for Business and Finance
307 Canfield Administration Building
Lincoln, NE 68588-0425

25. Nebraska Law and Jurisdiction. This Agreement shall be construed and interpreted according to the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the state courts located in Lancaster County, Nebraska.

26. Integration, Amendments, and Assignment. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

27. Audits. For purposes of audits, each party hereto agrees to make available to the other party, or its designated auditor, copies of all financial and performance related records and materials germane or relevant to this Agreement, as allowed by law.

28. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

29. Waiver of Contract Rights. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the ____ day of _____, 2022.

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

By: _____
Mary LeGrange, Vice Chancellor for
Business and Finance, University of
Nebraska-Lincoln

CITY OF LINCOLN, NEBRASKA

Attest: _____
City Clerk

By: _____
Leirion Gaylor Baird, Mayor

TO: The Board of Regents Addendum XI-B-7
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Andrews Hall LB384 Air Handling Unit (AHU) Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approval of LB384 funding for Andrews Hall LB384 AHU Replacement at UNL

PREVIOUS ACTION: None

EXPLANATION: Andrews Hall, named in honor of E. Benjamin Andrews Chancellor of the University from 1900-1908, opened for classes in September 1928 as home to the College of Dentistry, Foreign Languages, and English. The building is nearly 70,000 gross square feet and three stories tall, oriented from east to west.

Andrews Hall is currently served by an Air Handling Unit (AHU) that is at the end of its useful life and in a mechanical space that is difficult to access for maintenance. A new modular AHU with walkable enclosure will be placed on the roof and the third floor HVAC system will be replaced with a standard Variable Air Volume/Reheat system meeting UNL standards for energy efficiency and temperature control. Additional improvements to the heating hot water system and lower-level HVAC controls will be made to support the operating sequence for the new AHU.

Design will be completed with a 4-year firm, Farris Engineering, who assisted with the earlier study. Equipment procurement will be first in early 2023. Construction will start summer 2023 and complete in spring 2024. The timeline will be finalized as design progresses, construction vendors are selected, and lead times are fully captured.

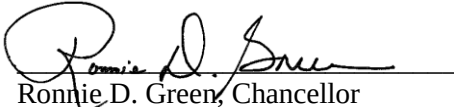
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: \$5,500,000

ON-GOING FISCAL IMPACT: 2% of project costs as annual contribution to deferred maintenance fund

SOURCE OF FUNDS: LB384 Funds

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business & Finance

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

DATE: October 27, 2022

TO:	The Board of Regents	Addendum XI-B-8
	Business and Finance Committee	
MEETING DATE:	December 2, 2022	
SUBJECT:	Change orders for Carolyn Pope Edwards Hall at the University of Nebraska-Lincoln (UNL)	
RECOMMENDED ACTION:	Approve increased aggregate change order threshold and authorize execution of standard form construction contract change orders for Carolyn Pope Edwards Hall at UNL	
PREVIOUS ACTION:	June 1, 2017- The Board of Regents approved the program statement for Mable Lee Hall Renovation at UNL March 29, 2018- The Board of Regents accepted the program verification report approving the LB957 Mabel Lee Hall Replacement Building instead of renovation January 25, 2019- The Board of Regents approved a budget increase of \$6 million for the Mabel Lee Hall Replacement Building June 28, 2019- The Board of Regents accepted the Intermediate Design Report April 8, 2022- The Board of Regents approved the naming of the Mabel Lee Hall Replacement Building “Carolyn Pope Edwards Hall”	
EXPLANATION:	Board of Regents policy limits change order signature authority to a maximum aggregate amount of the greater of \$1 million or 1.25% of the total project cost. For the Carolyn Pope Edwards Hall project, the applicable value is \$1 million. During the course of construction, changes have been approved including air handling filter enhancements and schedule recovery from delays due to the pandemic. As the project nears final completion, the project change order total is projected to exceed \$1,000,000. No budget increase is required with this action. The Board approved general contractor budget is \$29,919,000. Hausmann Construction, Inc. was the low responsive bidder and is completing the project construction work under a standard form construction contract with initial value of \$28,541,600. This item seeks approval to execute construction change orders up to the approved budget line amount of \$29,919,000. This item has been reviewed by the Business and Finance Committee.	

PROJECT COST: Project Budget (no change) \$46,000,000

SOURCE OF FUNDS: LB957 and Private funds

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business & Finance

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

DATE: October 27, 2022

TO: The Board of Regents Addendum XI-B-9
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Guaranteed Maximum Price Contract Amendments for Architecture Complex LB384 Renovation - Phase 2 at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve and authorize execution of standard form Guaranteed Maximum Price (GMP) contract amendments for the Architecture Complex LB384 Renovation - Phase 2 at UNL

PREVIOUS ACTION: April 8, 2022- The Board of Regents approved the program statement for Architecture Complex LB384 Renovation - Phase 2 at UNL

EXPLANATION: The approved Program Statement for the Architecture LB384 Phase 2 Renovation includes use of the Construction Manager at Risk (CMR) delivery method. The Whiting-Turner Contracting Company was selected as the CMR through a competitive qualification-based selection in accordance with Board of Regents' policy.

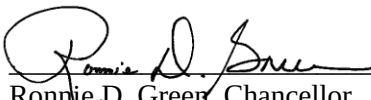
Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents. GMP amendments will be in the standard format for the agreement and only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP amendments will be reported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

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

PROJECT COST: Project Budget \$13,700,000

SOURCE OF FUNDS: LB384 (100%)

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business & Finance

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

DATE: October 27, 2022

TO: The Board of Regents Addendum XI-B-10
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Guaranteed Maximum Price Contract Amendments for Westbrook Music Building LB384 Replacement at the University of Nebraska-Lincoln (UNL)

RECOMMENDED ACTION: Approve and authorize execution of standard form Guaranteed Maximum Price (GMP) contract amendments for Westbrook Music Building LB384 Replacement UNL

PREVIOUS ACTION: December 3, 2021 - The Board of Regents approved the program statement for Westbrook Music Building LB384 Replacement at UNL

EXPLANATION: The approved Program Statement for Westbrook Music Building LB384 Replacement includes use of the Construction Manager at Risk (CMR) delivery method. Hausmann Construction, Inc. was selected as the CMR through a competitive qualification-based selection in accordance with Board of Regents' policy.

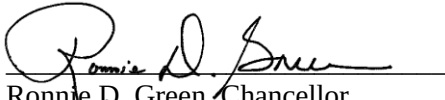
Authority to approve and execute construction contracts over \$5 million is reserved by the Board of Regents. GMP amendments will be in the standard format for the agreement and only within the scope, schedule and budget approved by the Board of Regents. Upon execution, GMP amendments will be reported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

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

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

SOURCE OF FUNDS: LB384 (100%)

SPONSOR: Mary LaGrange
Interim Vice Chancellor for Business & Finance

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

DATE: October 27, 2022

TO: The Board of Regents Addendum XI-B-11
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Medicaid Graduate Medical Education (GME) Supplemental Payment Program

RECOMMENDED ACTION: Authorize amendment to the Interagency Agreement with The Nebraska Department of Health and Human Services to support the Medicaid Graduate Medical Education Supplemental Payment Program for the University of Nebraska Medical Center (UNMC).

PREVIOUS ACTION: Interagency Agreement with The Nebraska Department of Health and Human Services (DHHS) effective December 1, 2018, providing supplemental payments to UNMC Physicians, Nebraska Pediatric Practice, and UNMC College of Dentistry.

EXPLANATION: UNMC and its hospital affiliates, Nebraska Medicine (NM) and Children's Hospital and Medical Center (CHMC), play unique roles as leading institutions in Nebraska in training the next generation of health care providers and providing high-quality care for a high-volume of Medicaid beneficiaries. As a leader in GME, UNMC trains 70% of all physicians in the State with over 70 residency and fellowship programs, training over 660 physicians a year.

In alignment with Governor Ricketts' priority of ensuring timely access to high-quality health care for Nebraska's rural populations, UNMC has led research on identifying gaps in access to physicians in urban and rural areas and has established plan to target the recruitment, training, and retention of critical providers in underserved regions. In addition, national shortages in pediatric specialists and sub-specialists have limited the ability of CHMC to recruit and retain pediatric physicians to Nebraska.

UNMC seeks a new partnership with Nebraska Medicaid to pursue enhanced GME funding with no incremental cost to the state. DHHS, working with UNMC and Nebraska Medicine, submitted in March 2022 two State Plan Amendments that would increase the federal funding to eligible Nebraska teaching hospitals. The new funding identified through this program will support residency and fellowship programs that will help NM and CHMC meet the needs of the adult and pediatric populations, with additional recruitment, training, and retention of critical physician providers needed to provide optimal health care to adults and children in underserved regions while expanding GME training throughout Nebraska.

In the most recent 5 years, UNMC has seen substantial growth in the number of trainees in ACGME accredited residency and fellowship programs and the addition of new ACGME core residency programs and fellowships. UNMC is also in the process of increasing the number of

trainees in Internal Medicine and Psychiatry, two programs that incorporate a specific focus in rural areas.

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

PROJECT BUDGET:

The non-federal share of this program, estimated at \$26M, would be funded by an Interagency Agreement with DHHS from the UNMC College of Medicine.

ON-GOING FISCAL
IMPACT:

Payments would be made directly from Department of Health and Human Services (DHHS) to UNMC's hospital affiliates to support GME trainee expenses. In the interest of streamlining program administration and supporting timely payments, UNMC proposes prospective quarterly payments.

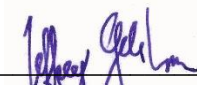
SOURCE OF FUNDS:

UNMC College of Medicine State-Aided Funds

SPONSOR:

Anne C. Barnes
Vice Chancellor for Business, Finance and Business Development

RECOMMENDED:



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE:

October 27, 2022

INTERAGENCY AGREEMENT

BETWEEN

THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND

THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

This interagency agreement, including any addenda and attachments (collectively, "Agreement") is entered into by and between the Nebraska Department of Health and Human Services (DHHS), and the Board of Regents of the University of Nebraska, a corporate public body, acting for and on behalf of the University of Nebraska Medical Center ("Agency").

PURPOSE: The purpose of this Agreement is:

To provide for supplemental payments to University of Nebraska Medical Center Physicians, the faculty physician practice of the University

To provide for supplemental payments to Nebraska Pediatric Practice, Inc., the pediatric faculty physician practice of the University.

To provide for supplemental payments to the University of Nebraska Medical Center College of Dentistry; and To provide for an Intergovernmental transfer of funds from the University to DHHS for the purpose of making the supplemental payments and for the administrative cost of determining the amount of such payments.

Effective October 26, 2022 this section is amended to add:

To provide for supplemental graduate medical education (GME) payments to the University of Nebraska Medical Center; and

To provide for an Intergovernmental transfer of funds from the University to DHHS for the purpose of making the supplemental payments.

WHEREAS, the federal government has approved Nebraska's Medicaid State Plan Amendment TN No. 10 03, effective April 6, 2010, and Nebraska's Medicaid State Plan TN No.10-04, effective July 1, 2010, which provide for quarterly supplemental payments to University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice, Inc., and the University of Nebraska Medical Center College of Dentistry respectively.

Effective October 26, 2022 this section is amended to add:

WHEREAS, the supplemental GME payments and IGT is subject to the federal government's approval of Nebraska Medicaid's State Plan Amendments 22-0002 and 22-0005, which provide for supplemental GME payments to the University of Nebraska Medical Center.

WHEREAS, the federal government has approved Nebraska's proposal for a delivery system and provider payment initiative, in accordance with 42 CFR 438.6(c), for the rating period of October 1, 2017 to June 30, 2018 under the Medicaid dental benefits manager (DBM) plan contract. The approval allows Implementation of a State-directed, alternative minimum fee schedule for the professional dental services of staff and faculty dental providers of the University of Nebraska Medical Center College of Dentistry which provides for quarterly supplemental payments to University of Nebraska Medical Center College of Dentistry, hereinafter referred to as the Dental 438.6(c) payment. The federal government requires an annual application for approval of the 42 CFR 438.6(c) delivery system and provider payment initiative. The proposal for the subsequent rating period of July 1, 2018, to June 30, 2019, has been approved by the federal government. The continuation of the Dental 438.6(c) payment is contingent upon annual federal government approval of the 438.6(c) authority and the approvals of the corresponding DBM plan contracts and rate certifications.

WHEREAS, Supplemental payments may be made for services provided by practitioners who are acting in the capacity of an employee or contractor of the University. These payments may be made in addition to payments otherwise provided under the state plan to practitioners that qualify for such payments.

WHEREAS, Both the federal government and the State of Nebraska participate in the financing of the supplemental payments, with the federal government providing matching funds pursuant to the Federal Medical Assistance Percentage formula.

WHEREAS, Funds from units of government may be considered as the State's share if they meet the conditions specified in 42 CFR § 433.51. Certain intergovernmental transfers of funds received from the University may be made to DHHS to be used as the State of Nebraska's share in claiming the federal match for supplemental payments to University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice, Inc., and University of Nebraska Medical Center College of Dentistry directly, or as the actuarially certified portion of the capitation rates paid under the managed care and DBM plan contracts.

FUNDING: This Agreement involves federal funds.

HIPAA: This Contract involves the sharing of or access to Protected Health Information and includes Business Associate Agreement (Addendum A) for compliance with the Health Insurance Portability and Accountability Act (HIPAA).

1. DURATION

- 1.1. **TERM.** This Agreement is in effect from December 1, 2018, through November 30, 2019.
 - 1.1.1. This Agreement may be renewed for five (5) additional one (1) year periods as mutually agreed upon in writing by the parties.
- 1.2. **TERMINATION.** This Agreement may be terminated, in whole or in part, at any time upon mutual written consent, or by either party for any reason upon submission of written notice to the other party at least thirty (30) days prior to the effective date of termination. Either party may also terminate the Agreement to the extent otherwise provided herein. Upon either termination or expiration of this Agreement, the Parties shall confer as to the disposal of any real or personal property involved in the Agreement, and agree, in writing as to the manner of method of disposal.

2. PAYMENT TERMS AND STRUCTURE

Effective October 26, 2022, this section is amended to:

- 2.1 **TOTAL PAYMENT.** DHHS shall pay the Agency a total amount not to exceed One Hundred Million dollars (\$100,000,000) annually, which includes Federal and State shares for the supplemental payments, directed payments, additional fee schedule-based directed payments and supplemental GME payments.

2.1. PAYMENT STRUCTURE. Payment shall be structured as follows.

- 2.1.1.** The supplemental payment and additional fee-schedule-based directed payments made to University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice, Inc. and the University of Nebraska Medical Center College of Dentistry by DHHS shall be in an amount not to exceed the difference between the average commercial rate by Common Procedural Terminology (CPT) code paid, multiplied by the Medicaid volume for each code (as reported in the Medicaid Management Information System (MMIS), minus the actual Medicaid and third party liability payment for each code. Such supplemental payments shall be made on a quarterly basis. The University shall transfer to DHHS the state share of the funds necessary to make such supplemental payments. Such transfers shall be made on a quarterly basis. The University shall transfer the state share of the funds necessary to pay DHHS for the administrative work directly attributable to calculating the supplemental payments.
- 2.1.2.** The University shall transfer to DHHS the state share of the funds for capitation payments made to United Healthcare Community Plan, WellCare Health Plans, and Nebraska Total Care, which reflect the actuarially determined difference between the capitation payments with the University of Nebraska Medical Center supplemental payment and additional fee schedule-based directed payments program change and without the University of Nebraska Medical Center supplemental payment program and additional fee-schedule-based directed payments change. Such transfers shall be made on a quarterly basis.
- 2.1.3.** The University shall transfer to DHHS the state share of the funds for dental capitation payments made to Managed Care of North America (MCNA), which reflect the actuarially determined difference between the dental capitation payments with Dental 438.6(c) payment program change and without the Dental 438.6(c) payment program change. Such transfers shall be made on a quarterly basis.

Effective October 26, 2022, this section is amended to add:

- 2.1.4.** The University shall transfer to DHHS the state share of the calculated supplemental GME payments eligible under the methodology approved in Nebraska Medicaid's State Plan. DHHS shall pay to the University the total share of the calculated supplemental GME payment eligible

under the methodology approved in Nebraska Medicaid's State Plan. Such transfers shall be made on a quarterly basis.

3. RESPONSIBILITIES

3.1. DHHS shall do the following:

- 3.1.1.** Make, under Nebraska's Medicaid State Plan Amendment, supplemental payments to University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice Inc., and University of Nebraska Medical Center College of Dentistry for practitioners which qualify for such payments.
- 3.1.2.** Make, under Nebraska's Medicaid approved Managed Care and DBM plan contracts, supplemental payments and additional fee-schedule-based directed payments to the University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice Inc., and University of Nebraska Medical Center College of Dentistry for practitioners which qualify for such payments.
- 3.1.3.** Establishing and maintaining an account identified as a "Cash Fund" for receipt of University payments under this Agreement.
- 3.1.4.** Provide the University with written instructions with respect to any transfers to the "Cash Fund".
- 3.1.5.** Provide the University with the name and contact information for the designated staff representative who will be the contact person for matters related to this Agreement.
- 3.1.6.** Be the responsible party for notifying the University if this designation is reassigned.
- 3.1.7.** Identify all practitioners who qualify for a supplemental payment and additional fee-schedule-based directed payments. The practitioners shall be identified by the reported federal tax ID for University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice Inc., and by the federal tax ID for the University Of Nebraska Medical Center College Of Dentistry. This information shall be provided both to the University and other individuals and entities as needed.
- 3.1.8.** Provide to appropriate individuals/entities responsible in conducting the Medicaid Management System (MMIS) volume and Medicaid and third-party liability payments for each CPT code with a net payment greater than zero. Such information shall also be shared with the University. This shall be done on a quarterly basis.
- 3.1.9.** Provide to appropriate individuals/entities responsible in conducting such calculations, the capitation payments made to both United Healthcare of the Midlands, WellCare Health Plans, and Nebraska Total Care which reflect the actuarially determined difference between the capitation payments with the supplemental payment program change and additional fee-schedule-based directed payments and without the supplemental payment program and additional fee-schedule-based directed payments change. Such calculations shall also be shared with the University. This shall be done on a quarterly basis.
- 3.1.10.** Provide to appropriate individuals/entities responsible in conducting such calculations, the dental capitation payments made to MCNA which reflect the actuarially determined difference between the dental capitation payments with the Dental 438.6(c) payment program change and without the Dental 438.6(c) payment program change. Such calculations shall also be shared with the University College of Dentistry. This shall be done on a quarterly basis.
- 3.1.11.** Provide supporting documentation, in the form of an invoice, detailing all costs and expenses associated with the administration of supplemental payments made under this agreement.

Effective October 26, 2022, this section is amended to add:

- 3.1.12.** Make, upon approval of Nebraska's Medicaid State Plan Amendments, supplemental GME payments to the University of Nebraska Medical Center. Such transfers shall be made on a quarterly basis.

3.2. The Agency shall do the following:

- 3.2.1.** The University of Nebraska Medical Center Physicians, Nebraska Pediatric Practice Inc., and the University of Nebraska Medical Center College of Dentistry shall provide DHHS or its designee with the average commercial rate for each CPT code for their top five major commercial payers (top three for the University of Nebraska Medical Center College of Dentistry) in effect January 1, of each calendar year.
- 3.2.2.** The University shall transfer funds quarterly to DHHS for the state match of the supplemental

payments.

- 3.2.3. In addition to the transfer of funds as outlined above, the University will be required to transfer funds to DHHS for the administrative cost incurred by DHHS for the operation of this program.
- 3.2.4. The University shall transfer to DHHS the state share of the funds from capitation payments made to United Healthcare Community Plan, WellCare Health Plans, and Nebraska Total Care of Nebraska, which reflect the actuarially determined difference between the capitation payments with the University of Nebraska Medical Center supplemental payment and additional fee-schedule-based directed payments program change and without the University of Nebraska Medical Center supplemental payment program change. Such transfers shall be made on a quarterly basis.
- 3.2.5. The University shall transfer to DHHS the state share of the funds from capitation payments made to Managed Care of North America, Inc., d/b/a/ MCNA Dental Plans ("MCNA"), which reflect the actuarially determined difference between the capitation payments with the Dental 438.6(c) payment program change and without the Dental 438.6(c) payment program change. Such transfers shall be made on a quarterly basis.
- 3.2.6. Funds shall not be due to the DHHS until after DHHS has determined and communicated to the University the state match portion of the supplement payment. The University shall record the transfer of funds in official records and any additional documents and records deemed appropriate or necessary to the transfer of funds under this agreement.
- 3.2.7. Best Efforts. The parties shall use their best efforts to accomplish their respective responsibilities in a timely and efficient manner. The failure of one party to perform its responsibilities shall not relieve the other party of its responsibilities.
- 3.2.8. The University of Nebraska Medical Center College of Dentistry shall endeavor to increase preventive and specialty dental services provided to the underserved in the State.
- 3.2.9. The University of Nebraska Medical Center College of Dentistry shall endeavor to increase the preventive and specialty dentistry workforce for the State in designated shortage areas.
- 3.2.10. The University of Nebraska Medical Center, College of Dentistry shall provide an annual report that includes data to support the quality measures required to maintain the federal authority to continue the Dental 438.6(c) payments per mutual agreement.

Effective October 26, 2022, this section is amended to add:

- 3.2.11. The University shall transfer funds to DHHS for the state share of the supplemental GME payments.

4. FUNDING CONDITIONS

- 4.1.** Due to possible future reductions in State and/or Federal appropriations, DHHS cannot guarantee the continued availability of funding for this agreement notwithstanding the consideration stated above. In the event funds to finance this agreement become unavailable either in full or in part due to such reductions in appropriations, DHHS may terminate the agreement or reduce the consideration upon notice in writing to the University. DHHS shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed and all non-cancelable commitments incurred prior to the said effective date. In the event of a reduction in consideration, the University may terminate this agreement as of the effective date of the proposed reduction upon the provision of advance written notice to DHHS.
- 4.2.** The University shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this agreement.
- 4.3.** If this Agreement involves the provision of federal funding from DHHS to Agency, Agency agrees to use the funding only as permitted by the federal funding agency, as well applicable law, regulation, and policy.
- 4.4.** Requirements may include, but are not limited to, 2 CFR §§ 200 et seq.; 45 CFR §§ 75 et seq.; 45 CFR §§ 96 et seq.; the restrictions on lobbying set forth in 45 CFR §§ 93 et seq. or in the applicable notice of award; and Nebraska procurement statutes, including the requirements of Neb. Rev. Stat. §§ 73-501 et seq., as applicable.

5. WRITTEN AGREEMENT

- 5.1.** *Amendment.* This Agreement may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.
- 5.2.** *Integration.* This written Agreement constitutes the entire agreement between the Parties, and any prior or contemporaneous representations, promises, or statements by the Parties, which are not incorporated herein, shall not serve to vary or contradict the terms set forth in this Agreement.
- 5.3.** *Severability.* Should any part, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected, and the same shall continue in full force and effect.
- 5.4.** *Survival.* All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

6. COMPLIANCE WITH LAW

- 6.1.** *Civil Rights and Equal Opportunity Employment.* The Parties shall comply with all applicable local, state and federal law regarding civil rights, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125.
- 6.2.** The Parties shall comply with all other applicable federal, state, county and municipal laws, ordinances, and rules and regulations in the performance of this Agreement. This may include, but is not limited to, confidentiality requirements for the particular information being accessed or the data being shared, as may be more fully set forth herein.

7. INDEPENDENT AGENCIES

- 7.1.** DHHS and the Agency are independent agencies within the State of Nebraska. This Agreement shall not create an employer-employee relationship between the Parties or between any of the employees of one party with the other party. The Agreement does not create a business partnership or joint venture under Nebraska law, or any joint entity as set forth in the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq.

8. LIABILITY

- 8.1. Nothing in this Agreement shall be construed as an indemnification by one party or the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.
- 8.2. Nothing in this Agreement shall relieve either party of any obligation or responsibility imposed upon it by law.

9. RECORDS

- 9.1. The parties agree to provide reasonable access to each other's records and personnel, as necessary, to ensure compliance with any funding requirements, or to provide records for any federal or state oversight authority.
- 9.2. The parties shall maintain all records related to this Agreement as consistent with any applicable record retention schedules, or any other retention requirement mandated by law.

10. ADDENDA

DHHS HIPAA Business Associate Agreement Provisions -

10.1. Definitions

- 10.1.1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party in this Agreement, shall mean Agency.
- 10.1.2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean DHHS.
- 10.1.3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

10.2. OTHER TERMS.

- 10.2.1. The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. THE AGENCY shall do the following:
- 10.2.2. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Agency may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
- 10.2.3. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
- 10.2.4. To the extent Agency is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Agency may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
- 10.2.5. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Agency on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Agency with respect to such information.
- 10.2.6. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the

Agency of any instances of which it is aware that the confidentiality of the information has been breached.

10.2.7. Within fifteen (15) days:

10.2.7.1. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524.

10.2.7.2. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526 or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526.

10.2.8. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.

10.2.9. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the Agency on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Agency shall provide DHHS with copies of the information it has made available to the Secretary.

10.2.10. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Agency shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Agency shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

10.3. Notwithstanding the foregoing, Agency does not anticipate receipt of PHI from DHHS in order to perform a service as defined by 45 CFR 160.103, therefore does not consider there to be an exchange of protected health information for business associate purposes as defined by HIPAA.

11. TERMINATION.

11.1. DHHS may immediately terminate this Agreement and any and all associated contracts if DHHS determines that the Agency has violated a material term of this Agreement.

11.2. Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Agency requests and DHHS authorizes a longer period of time, Agency shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Agency on behalf of DHHS) that Agency still maintains in any form and retain no copies of such Protected Health Information. Agency shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Agency shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of this Agreement shall survive with respect to such Protected Health Information.

11.3. The obligations of the Agency under the Termination Section shall survive the termination of this Agreement.

12. NOTICES

12.1. Notices shall be in writing and shall be effective upon mailing. All written notices shall be sent to the following addresses:

FOR DHHS:

Name: Danny Vanourney
Nebraska Department of Health and
Human Services
301 Centennial Mall South
Lincoln, NE 68509-5026
Phone: 402-471-3368
Email:
Danny.Vanourney@nebraska.gov

FOR AGENCY:

Name: Anne C. Barnes
The University of Nebraska Medical Center
986680 Nebraska Medical Center
Omaha, Ne 68198-6680
Phone 402-559-6301
Email annebarnes@unmc.edu

12.2. Either party may change the Individual to be notified under this section via letter sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this Agreement hereto, and that the individual signing below has authority to legally bind the party to this Agreement.

FOR DHHS:

Name: Dr. Kevin Bagley
Title: Director
Medicaid & Long-Term Care
Dept. of Health and Human Services

DATE: _____

FOR AGENCY:

Name: Anne C. Barnes
Title: Vice Chancellor for Business,
Finance, and Business Development
University of Nebraska Medical Center

DATE: _____

TO: The Board of Regents Addendum XI-B-12

Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: University of Nebraska at Omaha (UNO) Dining Services Contract

RECOMMENDED ACTION: Approval to execute a contract relating to the University of Nebraska at Omaha's Food Service operations with Sodexo

PREVIOUS ACTION: None

EXPLANATION: Pursuant to the University of Nebraska Board of Regents purchasing policy request for proposal 3640-22-5010 was issued on June 22, 2022. UNO's evaluation committee recommends contract award to Sodexo. The proposed initial contract term is five (5) years, with two (2) additional two (2) year renewal options, for a total term of nine (9) years.

Highlights are as follows (consideration paid to UNO):

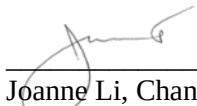
- Incremental commission rate based on total annual revenue:
 - \$2,500,001-\$4,500,000 8.50%
 - \$4,500,001-\$6,500,000 14.50%
 - \$6,500,001-\$8,500,000 20.50%
 - \$8,500,001 and Above 26.50%
- Projected revenue, from variable commissions and support funds over the nine (9) year term of the contract is estimated to be over \$4,000,000.
- A guaranteed annual commission occurs based on the actual commissions of the previous year.
- \$2,450,000 will be allocated by Sodexo for renovations and program enhancements to the UNO campus dining facilities.
- Capital to be provided by Sodexo at zero (-0-) percent interest, fully amortized over nine (9) years.

These highlights are in addition to the significant improvement of the dining options and experience for UNO students, faculty, and staff.

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

SPONSOR: Carol A. Kirchner
Vice Chancellor for Business and Finance

RECOMMENDED:



Joanne Li, Chancellor
University of Nebraska at Omaha

DATE: October 27, 2022

**UNIVERSITY OF NEBRASKA AT OMAHA
LICENSE TO MANAGE AND OPERATE
UNIVERSITY DINING SERVICES**

THIS LICENSE TO MANAGE AND OPERATE UNIVERSITY DINING SERVICES (this “Agreement”) is made and entered into effective the 2nd day of December, 2022, (“Effective Date”) by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public corporate body and agency of government of the State of Nebraska for and on behalf of the University of Nebraska at Omaha (the “University” or “UNO”), and Sodexo America, LLC (“Contractor”). Individually, each may be recognized as a “Party” and collectively, the “Parties”.

WHEREAS, UNO issued a Request for Proposals 3640-22-5010, dated June 22, 2022 (the “RFP”), incorporated herein by reference as Exhibit “A”, seeking written proposals from qualified firms for the exclusive management and operation of its Dining Services;

WHEREAS, Contractor submitted to University its financial projection #9, Option 2, (the “Bid Response”), which has been attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, upon evaluation of all firms submitting proposals, UNO has determined that Contractor should be awarded this Agreement with UNO for management and operation of its dining services as set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Term of Agreement; Definitions

- a. Term. This Agreement shall be effective upon execution by both Parties, with Contractor’s operation of UNO’s Dining Services commencing January 3, 2023, with full services commencing no later than January 23, 2023. Unless sooner terminated, the Agreement shall continue in full force and effect for a period beginning on the Effective Date and ending at midnight on June 30, 2028 (the “Initial Term”), subject to the right of the University to extend this license agreement thereafter for two (2) additional two (2) year periods (each a “Renewal Term”), upon mutual agreement of the Parties, with upon written notice to Contractor provided not less than one hundred eighty (180) days prior to the expiration of the Initial Term or then current Renewal Term. Notwithstanding anything to the contrary herein, the University may extend the Initial Term or any Renewal Term, either at its expiration or earlier termination, for a period of up to one hundred twenty (120) days to allow for the transition of services to a new operator (the “Transition Term”). For purposes of this Agreement, the Initial Term, any Renewal Term, and any Transition Term are referred to herein collectively as the “Term.”

University and Contractor shall participate in a transition meeting in accordance with Exhibit “C,” attached, at least seven (7) days prior to commencement of services. If the transition meeting is not held by such time, the commencement of the services shall be postponed accordingly. Additionally, University and Contractor agree to participate in Expectations Sessions throughout the term of this Agreement with a minimum of one (1) per contract year.

- b. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“Charge” shall mean a fee established by Contractor for goods or services provided by Contractor.

“Invoiced Amount” shall mean the invoiced amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services.

Many of Contractor's manufacturers, suppliers and distributors provide rebates, allowances, and other payments to Contractor based on Contractor's purchasing commitments, aggregate growth incentives and other factors. Prompt payment discounts and all rebates, allowances and other payments obtained from manufacturers, suppliers and distributors, shall be retained by Contractor.

"Year 0" shall mean the period beginning on the date Contractor commences Dining Operations (as defined in Section 1 hereof) and ending on June 30, 2023.

Each subsequent year shall be defined as follows:

<u>Year</u>	<u>Timeframe</u>
Year 1	July 1, 2023 through June 30, 2024
Year 2	July 1, 2024 through June 30, 2025
Year 3	July 1, 2025 through June 30, 2026
Year 4	July 1, 2026 through June 30, 2027
Year 5	July 1, 2027 through June 30, 2028

2. Termination of Agreement

a. Termination Without Cause.

- i. By University. This Agreement may be terminated at any time without cause, by University with not less than 180 days' written notice to the Contractor prior to the date of termination.
- ii. By Contractor. This Agreement may be terminated at any time, without cause, by Contractor with 180 days' written notice to the University prior to the date of termination. In the event Contractor exercises its right under this Section 2.a.ii. for termination without cause prior to June 30, 2028, then Contractor shall pay the University an amount equal to two hundred fifty thousand dollars (\$250,000) as an early termination penalty within thirty (30) days after termination. In addition, notwithstanding anything to the contrary herein, in the event Contractor exercises its right for termination without cause, University will not be liable for the payment of any termination fees charged by Branded Concepts or reimbursement of any Contractor Commitments set forth in Section 17.e., with the exception of any and all payments remaining on the Investment, which payments shall continue to be made in the amounts and on the payment schedules identified in Sections 17.e.i.

b. Termination for Cause.

- i. If either Party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Force Majeure reasons stated herein, or fails to deliver the services and/or products required by this Agreement or has delivered non-conforming or unacceptable services and/or products, the Party claiming such failure shall give the other Party a written notice of such breach. If the failure has not been corrected within ten (10) days for failure to make payment when due or within thirty (30) days from any other notice of breach, the non-breaching Party may terminate this Agreement effective ten (10) days after the end of said period.
- ii. In addition to all other rights set forth herein, either Party may terminate this Agreement, without prior notice, should any of the following events occur:
 - 1) The filing of a petition pursuant to which an adjudication of bankruptcy is entered by either Party or the parent corporation of either Party; or the entry of an order, judgment or decree by a court of competent jurisdiction, on the application of a creditor, adjudicating either Party

or the parent corporation of either Party as insolvent or approving a petition seeking reorganization or appointing a receiver or an assignee for benefit of creditors, trustee or liquidator; or,

- 2) The consent to an involuntary petition in bankruptcy or the failure to vacate, within sixty (60) days from the date of entry thereof, any order approving an involuntary petition by either Party or the parent corporation of either Party.

- c. Effect of Termination. In the event of termination per the terms of this Agreement, any payments due to UNO or to Contractor shall be prorated on a per diem basis to the date of termination. Upon termination, the University, or Contractor's successor, shall have the option to purchase Contractor's useable inventory of food and supplies at Invoiced Amount. If Contractor maintains an inventory of supplies bearing the logo of UNO or a UNO sponsor, University shall either purchase directly or cause Contractor's successor to purchase Contractor's usable inventory of such logoed supplies at Contractor's Invoiced Amount. The University or Contractor's successor may also purchase Contractor's fixtures and equipment at a mutually agreed upon fair market value. Termination of this Agreement shall not affect any right of either Party which accrues prior to such termination.

3. Dining Operations

During the Term, Contractor shall have the exclusive right and obligation to operate UNO's dining services, subject to the terms, conditions and restrictions set forth in this Agreement (the "Dining Operations"). For purposes of this Agreement, Dining Operations shall include the operation and maintenance of UNO's Retail Dining Locations (as defined in Sections 4(a) and 4(b) hereof) and providing Catering Services, including alcoholic beverages, for UNO (as defined in Section 8 hereof) all as more particularly set forth in this Agreement. In performing the Dining Operations, Contractor shall perform according in accordance with the terms and conditions set forth herein, and according to the highest standards and commercial practices for the management and operation of dining services located on a university campus. It is the overall intent to provide students, faculty, staff, visitors and the UNO community with the highest quality products and the most courteous and efficient service possible. Contractor will perform the Dining Operations under the name "UNO Dining Services" or "Dining Services" during the Term. Any naming of Retail Dining Locations must be approved by the University in accordance with applicable University policy. Cups used to dispense soft drinks at retail locations shall include the name and/or logo of UNO and/or the soft drink company licensed by UNO and/or the national brand at which such soft drink is served.

4. Dining Locations

- a. Retail Dining Locations. For purposes of this Agreement, Retail Dining Locations shall be mutually agreed upon and may include the following to be located at the locations described below and in the RFP.
 - i. Chick-fil-A, Tres Habaneros, Slices, Farmer's Field, Qdoba, Mein Bowl by Hissho Sushi, Erbert and Gerberts and Durango Grill are located on the second floor Food Court of the Milo Bail Student Center. Contractor will obtain necessary licenses to continue to operate these retail concepts. If Contractor is unable to obtain licenses to operate these concepts within sixty (60) days after the Effective Date or if Contractor subsequently fails to maintain such licenses, the University shall have the right to terminate this Agreement upon notice to Contractor.
 - ii. Starbucks, located in the Dr. C.C. and Mabel L. Criss Library, will serve Starbucks menu items.
 - iii. Krispy Krunchy Chicken located on the first floor of the Milo Bail Student Center.

- iv. The Grid convenience store, located on the first floor of the Milo Bail Student Center. This concept will offer a variety of on-the-go convenience and meal options, including Apex Pick-Up Lockers for order pickup and a Hardee Coffee kiosk.
 - v. Shake Smart will operate in the Health and Kinesiology Building.
- b. Branded Concepts. For purposes of this Agreement, the term “Branded Concepts” shall mean those food and beverage systems operated by Contractor through national and regional third-party license agreements or franchise agreements, subcontracts, or through Contractor’s own in-house trademarked brands. Contractor shall operate the Branded Concepts at University's Premises under the conditions set forth below.
- i. Contractor shall control all aspects of the Branded Concepts, including menus, recipes, pricing, staffing and hours of operation.
 - ii. Representatives of the licensor, franchisor or subcontractor of the Branded Concepts shall be allowed access to the Premises during reasonable business hours for quality assurance inspections of the Branded Concepts.
 - iii. Contractor shall notify University at least twenty (20) days in advance of any termination or expiration of a license agreement, franchise agreement or subcontract related to a Branded Concept. Contractor and University shall mutually determine what operation, if any, will replace such Branded Concept. In any event, the Branded Concepts operation shall terminate upon termination or expiration of this Agreement.
 - iv. Upon termination or expiration of this Agreement, Contractor shall remove the equipment related to the Branded Concepts in accordance with the terms of the applicable license or franchise agreements.
 - v. Contractor and UNO shall mutually agree upon the final Branded Concepts to be implemented, including reviewing and approving the renovation schedules and timelines. Contractor proposes to operate or cause to be operated the following Branded Concepts with the applicable fees to be paid by Contractor:
 - Tres Habaneros, a Mexican food concept
 - Erbert and Gerbert’s, a deli concept
 - Slices, a pizza, calzone and stromboli concept
 - Farmer’s Field, a salad concept
 - Mein Bowl by Hissho Sushi, an Asian fusion concept
 - Durango Grill, a burger concept
 - The Grid convenience store with a Hardee Coffee kiosk
 - Krispy Krunchy Chicken
 - Catering Services: Square Tomato and Flavours menus
 - Starbucks
 - Chick-fil-a
 - Qdoba
 - Apex Pick-Up Lockers at the Grid for order pick-up
 - LeBread Express, a robotic solution serving fresh-baked artisan meals
 - Yo-Kai Express, a contactless solution serving Japanese ramen and rice bowls

- vi. University has asked Contractor to operate a Starbucks store at the Premises. University understands that Starbucks Corporation will assess an early termination fee in the event that University requests Contractor to discontinue operating the Starbucks store. Provided that the Starbucks store has operated for at least one (1) year, Starbucks shall calculate the termination fee by adding (i) the average sum of royalty and advertising fees paid over the last twelve (12) months, multiplied by thirty-six (36) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than thirty-six (36) months remain) and (ii) the average value of products purchased from Starbucks for the last twelve (12) months multiplied by twelve (12) (or multiplied by the actual number of months remaining in the term of the Starbucks store agreement, if fewer than twelve (12) remain). If the store has been open less than one (1) year, the termination fee shall be determined by adding the (i) royalties and advertising fees for the last full calendar month of the store's operation multiplied by thirty-six (36) and (ii) product purchases for the last full calendar month of the store's operation multiplied by twelve (12). In no event shall the early termination fee exceed one hundred fifty thousand dollars (\$150,000.00). In the event the University terminates this Agreement without cause during the Initial Term, the entire amount of termination fee shall be payable by University within thirty (30) days after the effective date of termination.
- c. License to Retail Dining Locations. The University grants a non-exclusive license to Contractor to use and access the Retail Dining Locations for the Dining Operations and for no other use without the prior written consent of the University. The University may change the location of Retail Dining Locations upon at least one hundred twenty (120) days' prior written notice to Contractor. Any material changes to the locations or offerings of a location must be by written amendment to this Agreement.
- d. License to Office Space. The University grants a non-exclusive license to Contractor to use office space in the Milo Bail Student Center. The University shall provide to Contractor at no cost to Contractor a desk and chair and access to a copier, printer, and wireless internet. To the extent Contractor requires additional services or equipment, including, but not limited to telephone services, UNO cost-per-copy services, or dedicated internet service, the installation of such services shall be approved by the University and Contractor shall pay for all costs associated therewith.
- e. Utilities. UNO shall provide electricity, gas, water, sewer service and heating/air conditioning, where available and needed, to the Retail Dining Locations. UNO does not guarantee an uninterrupted supply of water, steam, electricity, gas, heat, air conditioning, internet, phone and/or equipment usage and shall not be responsible for any costs associated with the interruption of such services. However, it shall provide 48 hour notice of any scheduled utility interruption(s) and shall be diligent in restoring service following an interruption. To the extent such interruption in service is caused by the negligence or willful misconduct of Contractor or Contractor's employees, UNO may request reimbursement for the costs of restoring such services.
- f. Maintenance. UNO will clean and maintain air distribution devices and light fixtures, including maintenance and replacement of light bulbs, and clean hood ducts, plenums and related units and fans. UNO will coordinate these cleanings and maintenance operations with Contractor to minimize interruption of operations.

5. Hours of Operation; Minimum Operating Hours

- a. Hours of Operation. Contractor shall submit for UNO approval, which shall not be unreasonably withheld, delayed or conditioned, the hours of operation, including weekends, for each Retail Dining Location for (1) the current academic year upon execution of this Agreement, (2) the then upcoming

academic year on or before July 1st of each year, and (3) the then upcoming summer on or before March 1st of each year. Contractor shall maintain all operations until designated closing times.

- b. Holidays and University Breaks. Contractor may, with prior written approval from UNO Director of Auxiliary Services, decrease weekly service hours in connection with University approved holidays and breaks or any other reasons as approved in writing by UNO Director of Auxiliary Services.

6. Meal Plans

Upon request by UNO, Contractor shall work with UNO to evaluate (with the input of students and staff) whether implementation of meal plans would provide financial stability to UNO and help UNO meet the needs of students. If the result of such evaluation is that implementation of meal plans would benefit UNO and its students, UNO and Contractor shall negotiate in good faith an amendment to the Agreement to include meal plans in the services provided under this Agreement, including the applicable financial adjustments.

7. Customer Payment Options

- a. Retail Dining Locations. All Retail Dining Locations must accept declining balance dollars, MavCARD, cash, debit and credit card payments.
- b. Gift Card/Rewards Programs. To the extent deemed feasible by the Contractor and UNO Director of Auxiliary Services, Contractor will implement gift card and rewards programs for Retail Dining Locations. The implementation of programs are subject to the terms and conditions of Contractor's franchise agreements.
- c. MavCARD. MavCARD is an on-campus debit system administered by UNO and is not affiliated with any financial institution.

The Contractor agrees to the following responsibilities related to the MavCARD program:

- i. Prior to any MavCARD transaction, to verify by visual inspection that the card user is pictured on the UNO ID Card, and confiscate any UNO ID Card that fails to pass such inspection. MavCARD transactions shall be completed only when the UNO ID Card and card owner are physically present at the Retail Dining Location. No MavCARD transactions are permitted over the phone, mail or email;
- ii. To notify the UNO Card Office immediately during regular business hours or UNO Department of Public Safety after 5:00 p.m. and on weekends and holidays if a UNO ID Card is found or confiscated. Contractor shall promptly deliver the found or confiscated cards to the UNO Card Office. If fraud is detected, UNO Department of Public Safety should be contacted immediately;
- iii. To not accept the MavCARD unless the online system is available. Contractor assumes liability for all transactions accepted while the system is off-line and unavailable;
- iv. To pay UNO a 2.5% administrative fee on the Gross Revenues received from the use of the MavCARD. For purposes of this Section, Gross Revenues shall mean the actual amount of MavCARD sales, prior to any deductions. To pay all applicable sales tax associated with MavCARD sales;
- v. To balance each day the MavCARD sales recorded at Dining Services cash registers to UNO's ID Card System Reports;

- vi. To make available such financial records pertaining to MavCARD sales, as may be reasonable for internal and/or external audits. Contractor shall maintain a record of every MavCARD transaction for a minimum of five (5) years from the date of the transaction. This obligation shall survive the termination or expiration of this Agreement; and,
- vii. To follow the cardholder agreement found in Exhibit “D” MavCARD Services Cardholder Agreement and any subsequent amendments or addendums thereto.

Notwithstanding anything to the contrary herein, MavCARD may not be used on Early Childhood Education Center rates as referenced in Section 17.b.

8. Catering Services

- a. Catering Services. Contractor will provide a minimum, three-tiered catering program (the “Catering Services”). The Catering Services shall be of the highest professional standards, featuring quality service and appropriate ambiance. Contractor shall provide systems that assure that events receive quality food and optimum service in a timely manner.
- b. Exclusive Caterer. Subject to the exclusions set forth in this Agreement, Contractor shall have the exclusive right and obligation to provide catering services for all events (which require food service) located on UNO campus during the Term of this Agreement. Upon UNO’s request, Contractor shall also provide catering service within or adjacent to other locations designated in writing by UNO. UNO shall control the space commitment and scheduling of authorized institution-catered events. In the event Contractor is unable to provide catering services for a particular event, the University may engage the services of an outside caterer.
- c. Outside Catering. Contractor may provide catering services to persons or groups outside of the UNO community by notifying and securing approval from the UNO Director of Auxiliary Services. UNO may withhold approval, if in its reasonable judgment, it determines that catering to such outside persons or groups adversely impacts Contractor’s performance hereunder or otherwise results in a negative effect on the on-campus community.
- d. Pricing; Billing. Contractor shall provide complete catering menu price lists prior to the Effective Date, which price lists must be approved in writing by the University. Contractor’s catering prices will be competitive with comparable menu items served by local catering operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission. Contractor and University shall mutually determine the price at which catering items shall be sold. Increases shall be determined in accordance with Section 17(c). Any additions, deletions or changes in service require the prior written approval of the UNO Director of Auxiliary Services. Contractor shall strive to price catering in a manner that provides for a single catering fee and avoid “extra” service fees, as much as is possible. Should “extra” fees be charged, the fees must be reasonable and fair, accompanied by a full explanation of each service fee and why the additional fee is needed. All applicable fees must be included in the quote provided to the customer and approved annually by the Director of Auxiliary Services. Contractor will be responsible for billing for all catering services provided, including to UNO organizations. UNO will not receive commission on catering services for currently recognized UNO Student Organizations.
- e. Promotions. Contractor will provide brochure/marketing pieces which will be used to promote catering services. In addition, Contractor will provide promotional and menu point-of-sale for customer review and selection. Annually, at the time selected by the UNO Director of Auxiliary Services, Contractor will promote the UNO catering experience by hosting one (1) departmental and one (1) organizational

catering expo. Throughout the Term, Contractor will occasionally introduce special, limited-time offers as part of its catering promotion. Contractor will meet with campus departments and student organizations to communicate catering services and guidelines.

- f. On-line Ordering. Contractor will use a catering ordering and system management application (CaterTrax) to provide a quick on-line ordering services, sample menus, event planning guidelines, and policies for booking requests. Once a customer places an order, the program should immediately send a confirmation to the customer.
- g. Pickup/Disposal. Catering service items and food items must be promptly removed. Food items may not be left unattended for more than four (4) hours. It is the responsibility of catering service staff to arrange for the pickup and/or disposal of catered items.
- h. Alcohol. Contractor shall provide the service of alcohol at events designated and pre-approved by the UNO Office of Business and Finance at no cost to UNO. Contractor will be reimbursed through private funds for costs associated with the purchase of alcohol. Contractor, at its own expense, will obtain all necessary permits and/or licenses to meet applicable requirements to serve such alcohol. Contractor may securely store alcohol within areas designated by UNO and will be responsible for secure storage of such alcohol. Contractor may also use alcohol in unique food preparation but must store alcohol in areas that are secure.

Contractor shall adhere to all applicable federal, state, local laws and regulations regarding the service of alcoholic beverages. Contractor shall not be obligated to serve alcoholic beverages to any person believed by any employee of Contractor to be under the legal age to consume alcohol, and shall have the right, as a condition of the serving of any alcoholic beverage, to require proof of age from any person requesting such service. Further, Contractor shall have the right to refuse service of alcoholic beverages to any person who its employees believe to be intoxicated or otherwise impaired. UNO shall be responsible to provide security, as necessary, during the service of alcohol.

Contractor shall purchase and own all alcoholic beverage inventory. Upon termination or expiration of this Agreement, University shall purchase from Contractor, or shall cause the successor contractor to purchase from Contractor, any remaining alcoholic beverage inventory at Contractor's Invoiced Amount.

9. Management and Personnel

- a. Existing Employees. Effective no later than July 1, 2023 ("Hire Date"), Contractor agrees to hire and retain all UNO non-management Auxiliary Services employees engaged in providing dining services as of the Effective Date ("UNO Employees"), subject to Contractor's standard terms and conditions of employment, including, but not limited to, background investigations. Any elimination of employees or employee positions during the first month of the Term should be collaboratively discussed with the UNO Director of Auxiliary Services. Any elimination of UNO Employees positions during the first year of the Term must be approved by the UNO Director of Auxiliary Services. Such approval not to be unreasonably withheld. Contractor will also uphold the following commitments to these employees:
 - 1) Recognize original hire dates with UNO Auxiliary Services;
 - 2) Match current wages or offer improved wages;
 - 3) Closely match previous vacation, sick and holiday policies; and,
 - 4) Waive the initial waiting period for benefits enrollment.

As of the Hire Date or upon expiration or termination of this Agreement, regardless of how this Agreement may be terminated, Contractor shall not be responsible for unused paid time off (including,

but not limited to, sick time, personal time, holidays and/or vacation) which accrued to the UNO Employees while employed by UNO prior to the Hire Date.

UNO shall be responsible for any liability relating to (i) earned or accrued benefits earned or accrued prior to the Effective Date, (ii) termination or lay-off resulting from the transition of the UNO Employees to Contractor's payroll (including the WARN Act) and (iii) employee claims for injury or loss, which injury or loss occurred while such UNO Employees were employed by UNO.

- b. Compliance. Contractor's employees will comply with all laws in relation to their roles as members of the UNO community, as well as all University rules, practices and policies. Contractor's employees shall abide by all Athletic Department, Summit League, National Collegiate Hockey Conference, and National Collegiate Athletic Association rules and regulations (or those of any successor athletic conference or governing body) with respect to student-athletes that UNO provides to Contractor in writing.
- c. Staffing. Contractor shall at all times maintain on duty at the University an adequate staff of employees for an efficient and quality operation. Staff and management shall not take lunch breaks during peak Dining Services hours. The University shall have the right to review and approve the staffing patterns and job schedules and require increased staffing based on the needs of UNO.
- d. Training. Contractor shall have the resources and staff for continually providing satisfactory training and development programs for Contractor's employees at all levels of the organization. The Contractor shall be responsible for the expense of such training. All Contractor employees present on the UNO campus shall participate in training required by the University from time to time, including, but not limited to, training regarding sexual harassment and diversity and inclusion.
- e. No Free/Discounted Meals. Contractor shall not furnish free or discounted meals, snacks, or beverages to Contractor's employees as a direct operating expense of providing dining services.
- f. Appearance; Hygiene. Uniforms must be provided to full-time and part-time employees, including students. UNO requires uniforms which positively reflect the image of the particular dining experience. The Contractor shall be responsible for the expense of providing employee uniforms which easily and appropriately identify Contractor and Contractor employees by name. These uniforms will not bear any UNO or University logos unless given prior approval by the UNO Director of Auxiliary Services. All Contractor employees while on campus should be identifiable as a Contractor employee. This requirement can be met by a Contractor employee uniform or clothing identifying the Contractor name or an identification card issued by Contractor. Contractor employees must be prepared to show identification while on the UNO campus. Contractor employees shall, at Contractor's expense, obtain UNO ID Cards designating the Contractor employee as an affiliate of the University. Contractor's employees shall be neat and tidy in appearance and shall follow general food service industry established hygiene practices in the handling of food. To the extent permitted or required by law, Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. To the extent permitted or required by law, any contagious disease such as hepatitis must be reported immediately to UNO and public health authorities. Contractor shall be responsible for providing food handler certificates and/or medical examinations as required by law and, to the extent permitted by law, shall make such records available for review upon UNO's request.
- g. Management. Contractor will focus heavily on sourcing and placing the right caliber of management personnel who will be committed to serving the UNO community. The University shall be included in the selection and evaluation process of Contractor's management team. The University shall have final approval of strategic management hires such as the Director of Operations, such approval not to be

unreasonably withheld, delayed or conditioned. To best of their ability, Contractor will provide candidates that have a high level of knowledge within hospitality management field and possess relevant experience to perform their job. Candidates will demonstrate skills which encompass both knowledge of the Contractor's business operations, as well as knowledge of the particular operations unique to UNO and the need for campus collaboration. Contractor shall maintain a stable management team with no greater than ninety (90) consecutive days of vacancy in any given position in any twelve (12) month period. Contractor's management team consists of the directors and managers stated below. Interim appointments represent an acceptable form of management stability. Contractor shall provide corporate management staff, made known to the University by name, to routinely review and inspect operations, fill staff vacancies if necessary, consult with the University on current and future Dining Services programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to Agreement terms. Contractor shall have the on-site management be available to meet with the UNO Director of Auxiliary Services or the designee of the UNO Director of Auxiliary Services on a monthly basis for the purpose of discussing financial results and business strategies.

- h. Changes to Organizational Structure. The University must approve any change to the organizational structure of Contractor's UNO operations. Contractor's request for approval of changes in organizational structure shall be submitted in writing to the UNO Director of Auxiliary Services and be accompanied by a business case supporting the change. University approval of suggested changes will be based upon the expected benefits to the dining services operations and the University's strategic goals, it being understood that University shall not unreasonably withhold, delay or condition such approval. Contractor's staffing model shall at a minimum provide and maintain the following managerial staff positions during the term of the Agreement:

- General Manager
- Executive Chef
- Catering Manager

- i. Criminal Background Investigations. Contractor will provide the appropriate experienced professional employees to operate the Dining Services program. Contractor warrants and represents that Contractor has obtained, at Contractor's own expense and in a manner compliant with all applicable local, state, federal and international laws, a background screening for all of its employees to be employed for Dining Services located at UNO. Such background screenings shall be completed consistent with current industry standard and shall, at a minimum, include the same degree of thoroughness as those background checks the University conducts for newly hired staff at the UNO. Contractor agrees to update any background screening upon reasonable request by the University, it being agreed that any request based upon the occurrence of any illegal activity involving Contractor or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable hereunder. Contractor shall provide the University with evidence of the completion of the required background screenings upon the University's request. Contractor shall not hire, retain or engage any employee who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder or kidnapping. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may, in the discretion of UNO, also render an applicant ineligible for employment, considering (a) the nature and gravity of the offense or offenses, (b) the time that has passed since to offense or conduct and/or completion of the sentence, and (c) the nature of the job held or sought. This provision shall not apply to employees that were previous contractor's employees and transferred to Contractor's payroll.
- j. Agreement Not To Hire. UNO acknowledges that Contractor's salaried employees are essential to Contractor's core business of providing management services and are familiar with Contractor's operating procedures and other information proprietary to Contractor. Therefore, UNO agrees to not,

without Contractor's prior written consent, solicit for employment, hire, make any agreement with any person who is or has been a Contractor salaried employee providing services to UNO hereunder, within the earlier of one (1) year after such employee terminates employment with Contractor or within one (1) year after termination of this Agreement. However, upon expiration or termination of this Agreement, University reserves the right to rehire any former UNO Employees hired by Contractor. The parties also acknowledge that breach of the obligations set forth in this Section would irreparably harm the Parties business and leave the Parties without an adequate remedy at law, and that the Parties are entitled to seek injunctive relief to enforce the terms of this Section. This provision shall survive termination of this Agreement.

10. Quality and Standards

- a. Quality Assurance Program. Contractor will maintain a robust quality assurance program including, but not limited to:
 - 1) Emergency preparedness and response;
 - 2) Culinary initiatives and food programs;
 - 3) Packaged food labeling regulations;
 - 4) Food safety audit programs;
 - 5) Food safety training programs and adult learning;
 - 6) Associate health and hygiene programs;
 - 7) Cook-chill technologies;
 - 8) Standard operating procedures (SOPs);
 - 9) Sanitation standard operating procedures (SSOPs);
 - 10) HACCP (hazard analysis critical control points) compliance plans; and,
 - 11) Third party safety audits.
- b. Food Procurement Standards. Food purchased by the Contractor for use at UNO shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:
 - 1) Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
 - 2) Pork and Lamb – USDA Grade A (#1);
 - 3) Poultry – USDA Grade A;
 - 4) Seafood – USDA Grade A;
 - 5) Eggs – fresh cracked, USDA Grade A;
 - 6) Frozen Foods – USDA Grade A Fancy;
 - 7) Fresh Produce – USDA #1 Quality;
 - 8) Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
 - 9) Cheeses such as Cheddars, Swiss and Monterey Jack shall be all natural, non-processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entree foods;
 - 10) Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
 - 11) Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat;
 - 12) Frankfurters/Hot Dogs – maximum eight (8) per pound, all beef. Turkey franks may be substituted to address certain dietary requirements and preferences; and,
 - 13) All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications.

The indicated grades are intended as minimum standards only, and Contractor is encouraged to exceed these minimums wherever possible. All other food not included in the above categories shall be of comparable quality.

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, Contractor shall provide UNO with package labeling codes or industry accepted grade equivalent standards to verify the minimum grades specified are being provided.

Contractor shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this Agreement. UNO accepts that Contractor or its parent company may receive volume, trade or cash discounts for items purchased as part of doing business at UNO and that those discounts will accrue to Contractor and will not be credited back to UNO. UNO understands that certain charges reflected on the profit and loss statement are based on a portion of overall company expenses.

UNO reserves the right to periodically inspect Contractor's inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

Contractor shall take under advisement the wishes of UNO regarding product and brand preferences, use of state products and local (in-state) vendors when costs are not significantly increased and Contractor's quality assurance standards are satisfied.

- c. Vendors. University acknowledges that Contractor shall utilize its own supplier network for the provision of food, beverages, supplies and services in the performance of its obligations hereunder. University understands that Contractor has entered into agreements with many vendors and suppliers of products and services which (i) give Contractor the right to inspect such vendors' and suppliers' plants and/or storage facilities and (ii) require such vendors and suppliers to adhere to standards to ensure the quality of the products and/or services purchased by Contractor for or on behalf of University. University shall not require Contractor to use products and/or services from non-Contractor approved vendors.
- d. Food Preparation Standards. The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving hours. Contractor shall minimize the use of pre-prepared food items.

Contractor shall provide accommodations or special venues that cater to the needs of persons with chronic dietary issues and various degrees of vegetarian/vegan diets, as well as the tastes of international populations.

- e. Food Service Standards. Contractor will, at a minimum, maintain the following standards of service:
 - 1) Hot foods are to be served hot (above 140 degrees Fahrenheit) and cold foods are to be served cold (below 40 degrees Fahrenheit);
 - 2) All food shall be garnished for attractive presentation;
 - 3) Food items at the main service stations shall be readily identifiable with attractive and individual labels;
 - 4) Any food appearing discolored, unappealing or not in a proper state of freshness shall not be served;

- 5) All serving stations and bars are to be well-stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Food will remain at the operations stations fifteen (15) minutes after the closing of service hours to allow late students to be served;
 - 6) Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors; and,
 - 7) Partially used and broken items shall be promptly removed from the serving area.
- f. Housekeeping and Sanitation Standards. Contractor shall maintain University standards of sanitation required by applicable laws, ordinances, rules and regulations, as well as those assessed by the UNO Director of Auxiliary Services. Contractor shall, at a minimum, be responsible for:
- Routine daily sweeping, mopping and buffing of non-carpeted floors;
 - Vacuuming and spot cleaning carpets and furniture;
 - Routine weekly cleaning of the hoods below ceiling level and filters;
 - Timely removal of waste and cleaning of eating surfaces and seating during Contractor's operating hours;
 - At a minimum, cleaning of eating surfaces, seating, and seating areas and removal of waste and recycling daily prior to the opening and after closing of Dining Services operations and regularly during peak hours;
 - Transporting waste and recycling from its assigned areas to designated exterior receptacles. No waste or recycling should be stored in obtrusive, production or dining areas;
 - Removal and disposal of grease;
 - Cleaning and upkeep of areas near and around exterior receptacles and loading dock(s) including any spills caused by Contractor or its employees. UNO will remove trash and garbage from the designated exterior receptacles;
 - Working with UNO to minimize waste and disposal costs;
 - Daily scrubbing of Milo Bail Student Center kitchen and retail prep areas; and,
 - Providing access to facilities as needed for insect and pest control purposes. UNO will contract with a third-party to provide insect and pest control and cover associated costs with the exception of insects or pest caused by Contractor or its employees' negligence.

Contractor shall be responsible for housekeeping and sanitation services in all Retail Dining Locations, Milo Bail Student Center Food Court, and associated areas which shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, offices, hallways and stairs used by Contractor.

UNO will provide periodic stripping and sealing or waxing of floors, if any, and shampooing carpeted areas and furniture; periodic cleaning of draperies, blinds, ceilings and outside windows as deemed necessary. UNO will coordinate these cleanings with Contractor to minimize interruption of operations.

Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by UNO, schedules shall be posted and implemented within ninety (90) days of the beginning of the Agreement.

When the Dining Services areas are closed for UNO breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

- g. Recycling and Energy Conservation. Contractor shall make a commitment to recycling at an activity level no less than that which exists at UNO at the time of execution of this Agreement. Further, Contractor shall actively participate in initiatives created by UNO's Sustainability Committee, and support UNO's recycling program as it evolves toward greater sustainability. Contractor shall:
- 1) Incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible, but in no circumstances use foam or Styrofoam® packaging;
 - 2) Recycle food, packaging and other items to the extent that there are available markets and outlets for the products;
 - 3) Where safe and practical, leftover foods may be donated to a local shelter; and,
 - 4) Assume responsibility for maximum utility/energy conservation by turning off or down lights, fans, water, ovens, steam equipment and other energy consuming items when the Dining Services facilities are not in use or when business volume dictates a reduction in the use of utilities. Equipment use shall be planned to match dining service needs and not wastefully turned on when not needed.

11. Equipment and Maintenance

- a. Use of University Equipment. The University shall purchase and maintain ownership of all equipment inventory including but not limited to utensils, food prep appliances and cleaning equipment (collectively, the "Equipment"). The Equipment will be made available to the Contractor for use in its Dining Operations. Contractor and UNO will work collaboratively to maintain an up-to-date list of these items. Prior to July 1 of each year, Contractor will provide UNO with an up-to-date list of any Contractor-owned equipment or other items. All equipment purchases and capital improvements, which shall include any improvements that enhance the property or facility value or increase the useful life of the facility, property or equipment, will be controlled and conducted through UNO.
- b. University Maintenance. Subject to the cleaning and upkeep required by Contractor, UNO will maintain, repair and replace the Equipment; provided, however, in the event such maintenance, repair or replacement is required due to the negligence or willful misconduct of Contractor, Contractor shall reimburse UNO for all costs associated with the same upon thirty (30) days after UNO's delivery of an invoice to Contractor.
- c. Damage. Contractor shall be responsible for proper operation of all Equipment. Contractor shall be responsible for costs of damage to equipment, facilities or other building occupants caused by improper execution of service activities, operation or inadequate supervision or other negligence by the Contractor, including all costs for cleanup, repair and/or replacements.
- d. Conditions of Premises and Equipment. Subject to the obligations of Contractor hereunder, the Premises and equipment provided by University for use in the services operation shall be maintained by University to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health (including, without limitation, OSHA regulations). Any modifications or alterations to the physical Premises (whether structural or non-structural) necessary to comply with any statute or governmental regulation shall be the responsibility of University and shall be at the University's expense. Notwithstanding the foregoing, in no event will the University be responsible or liable for any failure of Contractor to comply with applicable laws in performance of this Agreement.

12. Marketing; Recruitment/Retention

- a. Marketing Plan. Contractor will submit an annual plan for marketing the various venues of Dining Services operations, including Catering Services. Contractor's marketing team's primary focus will be to increase the awareness of campus dining happenings, promotions, specials and events through the use of effective communication and advertising media. Contractor's marketing team must accomplish five critical goals:
- 1) Support the vision and values of UNO;
 - 2) Understand the current and future needs of customers;
 - 3) Create and implement effective marketing strategies that help sell and promote Contractor's services and products; and,
 - 4) By October 1 of each year, work with UNO to assist with developing a comprehensive marketing plan to increase student retention within the residence halls for the ensuing year.

This comprehensive marketing plan will:

- 1) Identify and market to members of the UNO community who currently do not use Dining Services;
 - 2) Provide marketing materials which will be utilized to further the visibility and image of Dining Services;
 - 3) Continually initiate ideas for varied methods of food service merchandising, public relations, promotion, and menu presentations in all operations to increase usage, improve service and maximize revenues;
 - 4) Promote the MavCARD ;
 - 5) Through the use of surveys or other means deemed mutually acceptable, conduct a continuing program of inquiry into student needs and attitudes toward Dining Services;
 - 6) Provide for social media marketing (Text Messaging, smartphone applications, Facebook and Instant Messenger);
 - 7) Provide for marketing tools, including but not limited to, brochures, table tents, posters, press releases, door hangers and resident hall postings;
 - 8) With assistance from UNO's exclusive partners, Contractor shall initiate cross-promotions or marketing efforts to increase sales and add additional value to the University community; and,
 - 9) On or before August 22, 2023, develop and maintain a UNO-specific website related to marketing and promotion of Dining Services, which is attractive, robust and user-friendly. This website should contain feedback capabilities, innovative content, accurate and up-to-date menus for retail and catering operations with associated prices, hours of operation, health and wellness information, promotional specials, and frequently asked questions.
- b. Student Recruitment and Retention. Contractor will work closely with the UNO Division of Institutional Effectiveness and Student Success, Student Life and Wellbeing and Auxiliary Services to assist with the recruitment and retention process including but not limited to incentive programs. In addition, Contractor will train student ambassadors on the latest changes in Dining Services, will provide answers to commonly asked questions and staff an interactive table, as requested by UNO, at recruitment events, including but not limited to New Student Orientation and enrollment days, Be a Mav Days, Housing Showcase and Admitted Student Events throughout the year to answer any questions and to positively add to the promotion of on-campus living and Dining Services offerings.

13. Dining Services Evaluation

Contractor understands and agrees that the quality of the Dining Services program directly affects students, faculty and staff. Contractor also understands and agrees that UNO deems it imperative that the Dining Services operation function as specified in this Agreement. Instances of poor performance by Contractor will be documented and submitted to Contractor for immediate corrective action. A corrective action meeting will be called between Contractor and the University when documented instances of poor performance occur. A plan for corrective action will be drafted and implemented. The University retains the right to assess whether and when performance is subsequently acceptable. Continued poor performance will be deemed a breach of this Agreement.

- a. Inspections. UNO reserves the right to have the UNO Director of Auxiliary Services or other UNO designees periodically conduct, announced or unannounced, inspections, evaluations and request changes in the operation and condition of Dining Services and any facilities at any time with respect to safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to UNO. Inspectors from all state and local authorities and from UNO shall have complete cooperation from Contractor. When state and local authorities arrive for inspection, UNO shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by Contractor to the UNO Director of Auxiliary Services for UNO within 72 hours of receipt. Within five (5) working days, Contractor shall provide UNO with a written report of corrective action (if such corrective action is required). In the event that corrective action is a joint responsibility, Contractor shall notify UNO of its responsibility in the matter and shall work with UNO in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the dining service function.
- b. Periodic Meetings. Contractor leadership and administration will meet with UNO administration prior to the Effective Date, approximately thirty days and approximately ninety days after the Effective Date, and annually throughout the Term of this Agreement to review transition and improvement plans for Dining Services.
- c. Dining Services Evaluation Plan. Contractor and University will collaborate to develop an evaluation plan which will be mutually agreed upon. This plan will evaluate the overall Dining Services program, excluding catering operations. At a minimum the evaluation plan will require the following of Contractor:
 - 1) All management will meet and collaborate with a campus evaluation committee annually;
 - 2) Allow University to conduct a secret shopper program for all Dining Services locations;
 - 3) Provide monthly participation rate reports during the academic year;
 - 4) Provide academic semester utilization reports;
 - 5) Conduct a minimum of one customer satisfaction evaluation each semester and one customer focus group per calendar year and provide results;
 - 6) Provide detailed revenue reports;
 - 7) Provide Department of Health and Human Services Inspection reports;
 - 8) Provide external and internal food safety inspection reports;
 - 9) Participate in cleaning and maintenance surveys and allow access to Dining Facilities at any time for University personnel to participate in cleaning and maintenance surveys;
 - 10) Supply customer counts at all retail locations;
 - 11) Provide individual brand-contracted/franchise audit reports;
 - 12) Provide ticket times at retail locations when applicable and available;
 - 13) Assist in benchmarking efforts with other institutions of similar size and scope; and,

In response to any feedback received and after consultation with the UNO Director of Auxiliary Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the Dining Services program.

- d. Catering Services Evaluation. Contractor will facilitate an annual review, inviting key catering customers, as well as members of the UNO leadership team. Contractor and University will collaborate to develop an evaluation plan which will be amended as an exhibit to this Agreement. This plan will evaluate catering services. At a minimum the evaluation plan will require the following of Contractor:
- 1) Report annual catering sales figures in total and per catered item;
 - 2) Provide pictures of events;
 - 3) Review and present findings from comment cards, invoice surveys and other survey results; and,
 - 4) Solicit input from key stakeholders.

In response to any feedback received and after consultation with the UNO Director of Auxiliary Services, Contractor will identify and implement a plan to attempt to correct any negative feedback or improve in order to support continuous improvement of the catering services.

14. Technology

- a. Meal Card System. UNO currently utilizes the CBORD CS GOLD identification card system. The CBORD system is an all campus identification card, of which dining services is one of several usages. UNO is responsible for the issuance of I.D. cards. UNO shall be responsible for the annual maintenance and license fees associated with the CBORD CS GOLD identification card system and any successor system. UNO shall be responsible for the hardware and equipment cost associated with the transaction processing segment of the CBORD CS GOLD identification card system and any successor system. Contractor shall use a POS system at all locations which is compatible with UNO's I.D. card system or any of its successors. In order to assist in offsetting the cost of the I.D. card system, Contractor shall pay UNO ten (10) dollars per Contract Student per semester. The Census Date (official enrollment as of the sixth day of classes) shall be used to determine the number of Contract Students. Payment to UNO shall be made on or before the tenth (10) day of the month following the Census Date.
- b. University Information Technology Services staff serves as administrators of the CS Gold system. Implementation of new or additional functionality and/or applications in support of the campus food service will be coordinated with University Information Technology Services. If UNO replaces the CBORD CS GOLD identification card system, then Contractor shall reasonably cooperate and coordinate with UNO in the implementation of a successor system.

Planning and deployment of new software applications is dependent on the availability of University technical staff in Information Technology Services and the availability of a University Information Technology Services approved third-party software developer(s) to write interfaces. Any costs will be paid by Contractor.

University Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by UNO. Contractor's staff utilizing University technology resources, including the UNO network and UNO email, are required to abide by all University policies. These policies can be viewed at <https://www.unomaha.edu/campus-policies/index.php>.

- c. Data Network and Cabling. Any communication cabling within UNO buildings for a private or corporate network must meet current University data cabling standards and must be installed by a University

Information Technology Services approved contractor. Contractor is responsible for support of POS devices at food service locations. University Information Technology Services will provide network connectivity to POS devices.

- d. Requirement to Protect Payment Card Data. Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is allowed to be stored, processed or transmitted on the University data network. Contractor acknowledges responsibility for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of UNO, or to the extent that Contractor could impact the security of the cardholder data environment. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document or as required by the PCI DSS or as required by applicable law.

Contractor attests that, as of the Effective Date of this Agreement, it has complied with all applicable requirements to be considered PCI DSS compliant and has performed the necessary steps to validate its compliance with the PCI DSS, and will maintain such compliance for the life of this Agreement. For purposes of this Agreement, "PCI DSS" means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. Contractor agrees to supply evidence of its most recent validation of compliance upon execution of this Agreement and annually for the length of the Agreement by providing a copy of Contractor's current, valid, and signed PCI SAQ, AOC, and/or ROC or other comparable document accepted by Contractor's bank, processor, or acquirer. Contractor will immediately notify the University if it learns it is no longer PCI DSS compliant and will immediately remediate the non-compliant status. In no event shall Contractor's notification to the University be later than seven (7) calendar days after Contractor learns it is no longer PCI DSS compliant.

Contractor represents and warrants that it has a system in place to ensure the continuity of its business and the security of all cardholder data in the event of a major disruption, disaster or failure.

Contractor agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to the cardholder data environment (a "data breach"). In the event of a cardholder data breach and as instructed by University, Contractor agrees to either perform at its sole cost and expense or pay the cost of University's performance of reasonable mitigation or remediation services which may include, without limitation, providing any notice to individuals affected by the breach as University reasonably determines to be required.. Contractor will provide a representative or a PCI approved third party designated by University with full cooperation and access to conduct a thorough security review, which review shall include at a minimum, validation of Contractor's compliance with the PCI DSS for protecting cardholder data. Contractor further agrees to indemnify, hold harmless, and defend the University and its employees from and against any claims, damages, or other harm related to a breach. This provision survives termination of this Agreement.

15. Security; Safety

- a. Security. UNO shall provide general security to the campus locations occupied by Contractor. This security shall include all necessary Contractor keys, key cards and all necessary access to Dining Facilities. It is agreed that the campus locations assigned to Contractor are for use solely to fulfill Contractor's duties and that Contractor shall at all times keep UNO facilities secured. Contractor shall be responsible for:
 - 1) Maintaining UNO's standard of security during those times UNO's portion of the facility is closed;

- 2) Securing all entrance and exit doors to Dining Services, including any kitchens and storage areas subject to this Agreement, during any period that Dining Services is closed;
- 3) Access control (e.g., keys) to those portions of UNO's facilities occupied by Dining Services. Contractor will ensure that UNO Department of Public Safety and Facilities are provided access to Dining Services at all times. Throughout the Term, Contractor may request UNO to re-key the Dining Services facilities prior to the commencement of the Agreement, or at any time during the Term; however, any costs of such re-keying shall be the sole responsibility of Contractor;
- 4) Cost of replacement of lost or stolen keys, and if UNO determines that keys lost by Contractor could compromise campus security, Contractor shall be responsible for all costs associated with re-keying, re-securing or reprogramming of Dining Services and affected non-Dining Services facilities;
- 5) Cooperate with UNO in its effort to prevent theft of Contractor, UNO and customer property in and about Dining Services;
- 6) Any theft or loss of UNO property that occurs as a result of Contractor's negligent failure to provide adequate security under these circumstances;
- 7) All risk of loss to merchandise of any kind at all times, including loss occurring while in-transit, regardless of where the loss occurs (i.e. on- or off-campus) except to the extent that any such on- campus loss is due to the negligence of UNO, including, but not limited to failure of mechanical systems. In no case shall any liability owed to the Contractor by UNO, under this subsection, exceed the cost of the merchandise to the Contractor. Further, Contractor accepts the risk of loss or damage to fixtures, equipment and other Contractor properties while in transit to or from Dining Services except to the extent that any such loss is due to the negligence of UNO;
- 8) With assistance of UNO Department of Public Safety, develop and maintain a security program for Dining Services, with specific attention to those times and events when security concerns are heightened;
- 9) Assist UNO with the enforcement of its student code of conduct, applicable rules and regulations of the National Collegiate Athletic Association and other policies with respect to alleged student, faculty or staff misconduct relating to Dining Services;
- 10) Cooperate with UNO's Department of Public Safety by immediately reporting to UNO Department of Public Safety all suspected security violations, including any evidence of a security breach or criminal activity in or about Dining Services;
- 11) Reporting to the Director of Auxiliary Services any accidents involving staff and customers or adverse behavioral incidents involving staff or patrons which occur in or around the premises; and,
- 12) All security systems or security equipment. UNO will provide security service to the building(s) in which Dining Services is located to the same extent and in the same manner as is provided by UNO to other similarly situated UNO buildings, provided that UNO will not provide surveillance internal to Dining Services facilities. Notwithstanding UNO's provision of security service, UNO shall not be liable for any injury, losses or damages suffered by the Contractor, its employees and agents, or property as a direct or indirect result of such UNO provided security services, unless such injury, loss or damage results from the negligence or willful misconduct of UNO or its employees.

b. Fire and Safety. An aggressive program of accident prevention and safety education shall be used by Contractor. Proper instructions on the use of equipment and food handling techniques shall be provided in the promotion of a safe and accident free environment. The following standards shall be followed:

- 1) Contractor must comply with all OSHA standards applicable to Dining Services operations at the University;
- 2) Contractor must and maintain first aid equipment and supplies in all production and service areas;

- 3) With respect to facilities that Contractor has a responsibility to maintain under this Agreement, Contractor must immediately report fires, unsafe conditions and security hazards at UNO. Contractor shall immediately fix and report any citations for unsafe conditions the Contractor is responsible to remedy hereunder to the University;
- 4) UNO shall furnish and maintain fire extinguisher equipment and supplies, and Contractor shall notify UNO immediately after every use; and,
- 5) Contractor must provide to the UNO Director of Auxiliary Services within sixty (60) days of Agreement's Effective Date an Emergency Operation Plan and Business Continuity Plan. The Emergency Operation Plan and Business Continuity Plan will be reviewed annually and updated as needed.

UNO maintains an emergency alert notification system known as UNO Alert. During an emergency situation involving the UNO campus, UNO Alert is activated (via cell phones, and email) to alert students, faculty, and staff to give instructions and to keep everyone informed about the current situation. Contractor shall at a minimum require directors, managers, and assistant managers to enroll in UNO Alert and such directors, managers, and assistant managers are responsible for providing this information to all employees as needed.

16. Data Security

- a. Protection of Confidential Data. To the extent UNO provides Contractor with student data subject to The Family Educational Rights and Privacy Act ("FERPA"), Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA and with the terms set forth below. Pursuant to 34 C.F.R. § 99.33(a)(2), the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure of the information was made. To the extent UNO provides Contractor with information subject to the Gramm Leach Bliley Act ("GLBA"), Contractor also agrees to comply with the requirements of the GLBA dealing with the confidentiality of customer information and the Safeguards Rule, if applicable. Further, Contractor agrees to protect all University sensitive data including all personally identifiable information ("PII"), financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees in accordance with generally accepted Information Security standards and best practices.
- b. CDI. Covered Data and Information ("CDI") includes: paper and electronic student education record information; student financial information (defined below) required to be protected under GLBA, as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLBA; and data provided by University's students to the Contractor, if any. In addition, this definition of CDI also covers any and all paper and electronic PII, financial, corporate business intelligence or intellectual property of the University, and its faculty, staff, and employees. Student financial information is that information that the University has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student's parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.
- c. Access to CDI. Contractor acknowledges that the Agreement allows the Contractor access to CDI.
- d. Prohibition on Unauthorized Use or Disclosure of CDI. Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of University (or its

students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by University. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

- e. Subpoenas or Liens. If Contractor is served with a warrant, subpoena or any other order or request from a government body or any other person for any record or files of University Data, Contractor will, as soon as reasonably practical and not in violation of law, deliver to University a copy of such warrant, subpoena, order or request and will not, without University's prior written consent, comply with the same unless and until required to do so under applicable law. Contractor has no property interest in, and may assert no lien on or right to withhold from the University, any data it receives from, receives addressed too, or stores on behalf of the University.
- f. Return or Destruction of CDI. Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return all CDI to University or, if return is not feasible, destroy any and all CDI. This provision shall also apply to all CDI that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of CDI. Contractor shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, Contractor shall certify in writing to the University that such return or destruction has been completed.
- g. Remedies. If University reasonably determines in good faith that Contractor has materially breached any of its obligations under the Agreement, then University, in its sole discretion, shall have the right to (1) require Contractor to submit to a plan of monitoring and reporting, (2) provide Contractor with a fifteen (15) day period to cure the breach, or (3) terminate the Agreement immediately if cure is not possible. Before exercising any of these options, University shall provide written notice to Contractor describing the violation and the action it intends to take.
- h. Maintenance of the Security of Electronic Information. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of University or its students and will protect CDI no less rigorously than Contractor protects its own confidential information. If Contractor provides any CDI which was received from, or created for, University to a subcontractor or agent, then Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
- i. Reporting Unauthorized Disclosures or Misuse of Covered Data and Information. Contractor shall, within one (1) day of discovery, report to University any use or disclosure of CDI not authorized by the Agreement or in writing by University. Contractor's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) the identity of the individual or entity that received the unauthorized disclosure, (4) the action(s) that Contractor has taken or shall take to mitigate any potentially negative effects of the unauthorized use or disclosure, and (5) the corrective action(s) Contractor has taken or shall take to prevent future similar unauthorized uses or disclosures. Contractor shall provide any additional information in connection with the unauthorized disclosure reasonably requested by University.
- j. Notification. Contractor agrees to comply with all applicable laws requiring notification of individuals in the event of unauthorized access to CDI. In the event of an unauthorized disclosure or misuse of CDI that was in Contractor's possession, and as instructed by University, Contractor agrees to either perform at its sole cost and expense or pay the cost of University's performance of reasonable mitigation or remediation services which may include, without limitation, providing any notice to individuals affected by the breach as University reasonably determines to be required.

- k. Compliance with Red Flags Rule. The Federal Trade Commission has promulgated regulations collectively known as the "Red Flags Rule" with which University must comply. See 16 CFR § 681. Under the Red Flags Rule, University must ensure that Contractor either complies with University's identity theft Program or that Contractor has its own policies and procedures in place to detect and respond to identity theft Red Flags. Contractor represents and warrants that it has reasonable policies and procedures in place to detect, prevent and mitigate identity theft. Contractor shall review and comply with all relevant portions of University's identity theft policy as well as any applicable Institutional identity theft plan. Contractor shall report any Red Flags that it detects in connection with the Agreement to University.
- l. Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of the Agreement a technology/professional liability insurance policy, including coverage for network security/data protection liability insurance (also called "cyber liability"), covering liabilities for financial loss resulting or arising from acts, errors, or omissions in rendering technology/professional services or in connection with the specific services described in violation or infringement of any right of privacy, including: breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems; loss or denial of service; no cyber terrorism exclusion, with a minimum limit of one million dollars (\$1,000,000) each and every claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Contractor or an independent contractor working on behalf of Contractor in performing services under the Agreement. The policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in the Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a confidentiality or breach of security by or on behalf of Contractor.

- m. Information Security Audits. Contractor will provide PCI Level 4 attestation for any Point-of-Sale systems owned and installed by Contractor on-site at customer sites.

17. Costs, Rates and Accounting

- a. Costs of Operation. Effective only for Year 0, Contractor shall collect and deposit Gross Sales from the Dining Services. Contractor shall be responsible for and pay all Operating Expenses of the Dining Services. Any Surplus or Deficit from the Dining Services shall be for UNO's account. For the purposes of Sections 17(a) and 17(b), "Operating Expenses" shall be defined as all of Contractor's costs, Charges, and expenses incurred in connection with providing the Dining Services, including, but not limited to, the following:

- 1) The Invoiced Amounts to Contractor for goods and services, including food, beverages, merchandise, cleaning products, equipment, supplies, and other contracted services, plus a Charge for procurement services equal to six tenths percent (.6%) of such invoiced amounts;
- 2) Contractor's labor, including salaries (and bonuses, if any), wages, taxes, health benefits, relocation expenses, payroll processing, retirement plans, and the cost of administering such plans and services;
- 3) Other costs, Charges and expenses, including, but not limited to, amortization or depreciation of equipment, Charges for workers' compensation and general liability insurance based on the average manual rates for such insurance in the geographic area of the Retail Dining Locations, other insurance related to the Dining Services provided herein, cost of licenses, permits and certifications, information systems, software and software maintenance, armored car services, fees and expenses associated with accepting and processing credit and debit card sales, bank service fees (net of any interest) for depositing receipts from the Dining Services, third-party recruitment and placement fees, marketing and promotional or proprietary materials, uniforms and linen, flowers, decorations, decor, signage, overnight delivery, if necessary, Smallwares, Expendable Equipment, minor equipment, repair and maintenance of Sodexo-supplied equipment, sales, use and other taxes related to the Dining Services (other than taxes collected and remitted by Sodexo to a taxing authority), training expenses (including travel) for employees assigned to the Dining Services, criminal background investigations and drug screenings for Sodexo's employees assigned to the Dining Services at the Retail Dining Locations, fees and expenses associated with the installation, implementation and ongoing operation of Branded Concepts operated by Contractor, including royalty payments payable to franchisors and licensors, a Charge for marketing support and culinary services equal to three tenths percent (.3%) of Gross Sales, commissions paid, electronic meal program identification system supplies, and other items and contracted services purchased on behalf of the Dining Services;

i. Definitions. For the purposes of Sections 17(a) and 17(b), the following definitions shall apply:

"Accounting Period" shall mean a period of a calendar month, twelve (12) of which shall constitute an accounting year.

"Deficit shall mean the excess of the total of Operating Expenses over Gross Sales.

"Expendable Equipment" shall mean any expendable item used in the preparation and service of meals such as pots, pans, and cooking and serving utensils used in the Dining Services.

"Gross Sales" shall mean all sales of food, beverages, goods, merchandise and services in the Dining Services, including sales taxes.

"Net Sales" shall mean Gross Sales excluding sales and other applicable taxes.

"Smallwares" shall mean dishware, glassware, flatware, utensils and similar items used in the Dining Services.

"Surplus" shall mean the excess of Gross Sales over the total of Operating Expenses.

- ii. Billing. No later than fifteen (15) days after the end of each Accounting Period, Contractor shall submit to UNO an invoice for Operating Expenses in excess of Net Sales retained by Contractor for the applicable period. Payment, if any, shall be due within fifteen (15) days after date of invoice. No later than fifteen (15) days after the end of each Accounting Period, Contractor shall pay to UNO UNO's share of Surplus, if any.

All invoices provided by Contractor shall be itemized, or accompanied by an itemized report showing dates of service, quantities of meals or services billed, cost per each line item, and total cost billed. A monthly itemized statement shall be provided by Contractor to University at the sole discretion of University.

Each party shall pay interest on any unpaid amount not paid when due at the lesser of one and one-half percent (1.5%) per month or the highest interest rate allowed by applicable state law. Upon termination of this Agreement, all outstanding amounts, including all accrued and unpaid interest, shall become immediately due and payable.

- iii. Statements and Records. Contractor shall submit operating statements to UNO for each Accounting Period and shall maintain books and records in accordance with generally accepted accounting principles. UNO, at UNO's expense, shall have the right to audit all operating statements.

- b. Profit and Loss. Commencing Year 1 and each Year thereafter as defined under Section 1, Contractor shall retain all cash receipts realized from the Retail Dining Locations and shall pay all operating expenses associated with the Retail Dining Locations. Any profit or loss shall be for Contractor's account. Except as otherwise specifically provided in this Agreement, Contractor shall be responsible for all costs of operation of the Dining Services and shall pay all costs and expenses connected with Contractor's and UNO's use of the Retail Dining Locations and Office Space, including but not limited to the following:

- 1) Invoiced Amounts of raw food and food products;
- 2) Labor, benefits, compensation and insurance;
- 3) Invoiced Amounts for janitorial cleaning and sanitizing supplies and agents;
- 4) Invoiced amounts for plastic, paper and foam products including but not limited to needs for catering and temporary equipment shutdowns as stated below;
- 5) Office equipment beyond what is provided by University;
- 6) Any needs and services for required safes;
- 7) Monthly billings and charges associated with the use of telephones, cash registers, postage, internet, printing and photocopying;
- 8) Employee uniforms, aprons, standard table linens and all associated laundry and dry cleaning;
- 9) Internal surveillance and security needs within Dining Services Facilities;
- 10) All vehicles used for the conduct of Dining Services business;
- 11) Maintenance of UNO's inventory of flatware, glassware and china, and any replacement costs if due to negligence of Contractor, its employees, agents, or subcontractors;
- 12) Equipment repair and replacement if due to negligence of Contractor, its employees, agents or subcontractors;
- 13) Outside grease receptacles and all associated costs for pickup and removal from site;
- 14) All franchise fees, license fees, and signage associated with branded concepts; and,
- 15) Marketing, including research, signage, brochures, menu boards, advertisement, and promotions.

- c. Rates and Prices.

i. *Retail*

Contractor shall provide complete menu/convenience price lists prior to the Effective Date and receive written approval from University. Contractor's retail prices will be competitive with comparable menu/convenience items served by local commercial food operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission. Throughout the term of this Agreement, UNO may request a market comparison of convenience/menu prices to determine if prices remain competitive. If it is deemed that prices are not competitive, UNO can require that item prices be reduced to a competitive rate. Contractor will offer a multitude of offerings and service styles in the retail operations. With UNO approval, pricing with national brands will be equal to or less than prices available locally outside UNO's campus and price adjustments to such items will be permitted during the academic year. Contractor and University shall mutually agree upon the price at which retail items, excluding Branded Concepts, shall be sold.

ii. *UNO Early Childhood Education Center*

All meals provided for UNO ECEC will comply with Federal and State guidelines. These menus and all of their ingredients will be made available for Center staff and parents electronically and physically, as requested. UNO ECEC will provide anticipated meal counts to Dining Services each morning for all applicable meal periods and will be charged in accordance with this reported number. These meals will be delivered to UNO ECEC in a timely manner to ensure the Center staff is able to meet meal schedules. These meal schedules will be communicated to Dining Services by Center staff. These rates for the Effective Date – August 20, 2023 will be:

Meal	Price
Breakfast	\$ 1.45
Morning Snack	0.72
Lunch	1.92
Afternoon Snack	0.72
Daily Rate	4.81

d. Rate and Price Adjustments.

- i. Branded Concepts, Retail and Catering Services. The Branded Concept prices shall be controlled by Contractor as defined under Section 4.b. The retail prices shall be established by Contractor and the Catering Services prices shall be established by mutual agreement of the parties.
- ii. Meal Plan Prices. If UNO implements meal plans as referenced in Section 6 above, prices for products and services provided under this Agreement will increase in each subsequent year by an amount to be negotiated, taking into account population, hours of operation, other conditions, labor costs (including but not limited to benefits and insurance costs), product costs, fuel costs, federal, state and local tax structures, and change in federal, state or local laws, regulations and taxes, and other relevant factors, including significant changes at UNO from the business and other operating conditions that existed as of the date of the RFP including without limitation student population, maintenance expenses and utility costs. Price adjustments for the ensuing academic year(s) will be submitted to UNO no later than August 1 for all operations with an agreed upon increase by October 1. UNO and Contractor will review and approve all proposed price increases related to meal plans and other meal rate(s). Contractor will conduct an annual price comparison with the market of Omaha, Nebraska, of all items and services to ensure Contractor is meeting or exceeding pricings for comparable items and services. If Contractor is not meeting or exceeding these prices, Contractor will adjust their associated prices accordingly.

If rates are not agreed upon by October 1, they will increased by the percentage increase in the Consumer Price Index- Food Away From Home, averaged for the prior twelve (12) month period.

Requests for meal plan price increases by Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

- Menu item(s) impacted;
- Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by UNO;
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span;
- Current/anticipated product cost;
- Current/projected number of items sold per day for retail operations;
- Current/anticipated participation; and,
- Comparison to retail operating situations in the geographic area.

e. Contractor Commitments

i. *Investment*

On or about July 1, 2023, Contractor shall provide an amount not to exceed two million four hundred fifty thousand dollars (\$2,450,000) (“Investment”) to purchase equipment and for renovations to the Dining Services operation. Such amount shall include a Charge for the services of Contractor's Design and Development Department and Contractor's Furniture, Fixtures and Equipment department not to exceed ten percent (10%) of the Investment. The estimated allocation of the Investment shall be as follows:

- **\$200,000** – MBSC Food Court re-imagining, including the addition of Tres Habaneros, Erbert and Gerbert’s, Slices, Farmer’s Field and Mein Bowl and kiosk ordering implementation
- **\$125,000** – Health and Kinesiology Building renovation to implement Shake Smart
- **\$75,000** – Smallware equipment for production kitchen
- **\$100,000** – Catering equipment updates
- **\$100,000** – Food court platform equipment
- **\$750,000** – Library Café converted to fully licensed Starbucks
- **\$150,000** – Maverick Den remodel to support Apex Locker implementation
- **\$150,000** – The addition of a Qdoba to the MBSC Food Court
- **\$650,000** – The addition of a Chick-fil-A to the MBSC Food Court
- **\$150,000** – Transformation of the Maverick Den C-Store into a Grid Market

Contractor shall amortize the Investment on a straight-line basis over nine (9) years commencing with the date the Investment is placed in service. Investment will be reimbursed to Contractor by UNO in nine (9) equal payments not to exceed two hundred seventy-two thousand two hundred twenty-two dollars (\$272,222), which will be due and payable to Contractor on June 1 of each year beginning June 1, 2024, and continuing throughout the Term. Such amortization shall not be charged as an operating expense of the food service. UNO shall own the Investment, excluding proprietary equipment and signage utilized in the Branded

Concepts.

If prior to the complete amortization of the Investment any of the following events occur:

- (i) this Agreement expires or is terminated in whole or in part by University or by Sodexo for Cause;
- (ii) this Agreement is amended and such modification has a material adverse economic impact on Contractor; or
- (iii) Contractor's procurement programs are no longer utilized for the purchase of goods in connection with the Services provided under this Agreement;

then UNO shall reimburse Contractor, on the expiration date, or within five (5) days after receipt by either Party of any notice of termination under this Agreement or within ten (10) days after the occurrence of (ii) or (iii) above, any and all payments remaining on Investment. UNO agrees to de-identify and, if applicable, remove any proprietary elements of the Investment as directed by Contractor.

ii. Additional Payments

Contractor shall pay to UNO an annual payment based on the percentage of total Gross Sales as set forth in the table below (the "Commission Payment"). For purposes of this Section, "Gross Sales" shall mean all moneys received for sales or services rendered at or from Dining Services Facilities and Catering Services, excluding discounts or returns and taxes collected by Contractor as required by governmental authorities. The Commission Payment shall be due on or before July 15th of each year beginning on July 15, 2024, and continuing throughout the term. The Commission Payment will be based on the percentage of total Gross Sales for the previous fiscal year (July 1 – June 30), as set forth in the table below, and shall not be less than the Commission Payment for any prior fiscal year. Notwithstanding the foregoing, the Commission Payment for Year 1 shall not be less than \$266,891.

Total Gross Sales	Percentage
\$0–\$2,500,000	0.0%
\$2,500,001–\$4,500,000	8.5%
\$4,500,001–\$6,500,000	14.5%
\$6,500,001–\$8,500,000	20.5%
\$8,500,001 and above	26.5%

- f. Tax Exemption. Purchases made by the University of Nebraska and UNO are normally exempt from the payment of State Sales and Use Taxes and Federal Excise Taxes. Certification of these exemptions will be provided to the Contractor upon request. Prices for goods or services to be purchased by UNO, if any, will only include billed sales taxes if applicable.
- g. Accounting and Records. Contractor shall keep full and accurate records in connection with Dining Services operations at UNO. All such records shall be retained by the Contractor for a period of five (5) years. Contractor shall, upon reasonable requests during regular business hours, provide and allow UNO representatives access to such financial records as UNO deems relevant in order to measure and confirm Contractor's performance of this Agreement. Proprietary or confidential information, other than the financial information referenced in this paragraph, may be redacted from records provided to UNO's representatives.

Contractor will provide UNO the following information:

- 1) "Weekly Sales Report" itemizing all sales for that week. The Gross Sales, as defined under Section 17.e.ii above, will be broken down to reflect the sales from individual retail dining facilities and catering;
- 2) Annual statistical data listing individually the labor, food, and overhead costs for individual retail dining facilities and catering;
- 3) Participation percentage by meal and location at the conclusion of each month;
- 4) Annual statement of sales from individual retail dining facilities and catering; and,
- 5) Year-end "profit and loss" statement for all the individual retail dining facilities and catering and cumulatively for the entire Dining Services program.

For MavCARD payment, UNO will provide Contractor with monthly reports of Contractor's sales purchased with a MavCARD. UNO will calculate and subtract and retain UNO's administrative fee for MavCARD payment, based on the total monthly Gross Sales and pay Contractor the balance of the total monthly Gross Sales. All reports provided to Contractor will include Contractor's MavCARD, usage fee paid to UNO, and payment made to Contractor. A single monthly check will be issued by UNO to Contractor that reflects the amount owed to Contractor for MavCARD sales. The report provided to Contractor will be for the reporting period beginning on the 16th of the month through the 15th of the next month. Such reconciliation and report shall be provided to Contractor within thirty (30) days of the end of the monthly reporting period.

h. Change in Conditions and/or Service Requirements.

- (1) Conditions. The financial terms set forth in this Agreement and other obligations assumed by Contractor hereunder are based on conditions in existence on the date Contractor commences operations, including by way of example, UNO's student population; applicable taxes; applicable laws; University's policies and practices. In addition, Contractor has relied on representations regarding existing conditions made by University in connection with the negotiation of this Agreement. In the event of (i) an increase or decrease in UNO's student population of more than ten percent (10%) over the previous year, (ii) a material, adverse, and unforeseen change in applicable taxes, laws, or University policies/practices, or (iii) a material and adverse inaccuracy of any representation made by University in the RFP, the financial terms and other obligations assumed by Contractor hereunder shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.
- (2) Service Requirements. If University, (i) requires expansion of or reduction in the scope of services, (ii) University mandated changes in the use of Contractor's procurement programs (not due to failure of the procurement program to meet the standards and requirements of this Agreement) and/or (iii) requests (a) any change in the use of disposables (i.e., from non-biodegradable products to biodegradable products); (b) use of specialty products (e.g., use of locally produced products or supplies, organic products, etc.); or (c) additional management/resource personnel to conduct a specific function unrelated to the services, and such change or request results in an increase or decrease in costs, charges or expenses to Contractor, Contractor's compensation shall be adjusted by an amount equal to the projected change in costs, charges or expenses.

18. Additional UNO Programs

Contractor shall have the exclusive rights to provide Dining Operations and Catering Services on the UNO campus, except as otherwise set forth herein, and specifically excluding the following UNO locations:

- a. Scott Conference Center
- b. Scott Residence Hall
- c. Scott Village
- d. Scott Court
- e. Scott Crossing
- f. Scott Café Express
- g. Maverick Landing
- h. Baxter Arena
- i. Maverick Park
- j. Thompson Alumni Center
- k. Al F. Caniglia Field
- l. Stedman's Café
- m. Maverick Food Pantry

19. Pre-Existing Agreements-Exclusive Rights

UNO has entered into other exclusive arrangements which support UNO programs. Contractor will not sell any product which is in direct conflict or violation of these pre-existing agreements between these contractors and UNO or successor agreements providing similar exclusive rights as listed on Exhibit "E" attached hereto and incorporated herein by reference.

Contractor acknowledges that University has entered into a sponsorship agreement with Pepsi-Cola and shall comply with such agreement conditioned upon Contractor purchasing any required Pepsi-Cola products through Contractor's approved vendors at Contractor's pricing. University shall provide Contractor a copy of any such sponsorship agreement, so that Contractor can comply.

20. Insurance

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of the license agreement, it being understood that minimum policy limits may be provided through a combination of primary and excess insurance. Certificates evidencing the effective dates and amounts of such insurance must be provided to the University with **"The Board of Regents of the University of Nebraska" as the additional insured** at the commencement of operations and on Contractor's annual policy date. Contractor's policy(ies) shall be primary.

Contractor shall carry insurance on property owned by the Contractor. Should any of the policies described in this Section be cancelled before the end of the Term, the insured shall, as soon as is possible, notify the other Party to this Agreement. UNO is covered by the University of Nebraska Self-Insured Trust program, which is available for Contractor's review upon reasonable request during regular business hours.

Contractor shall provide the following coverage during the Term:

- 1) Worker's Compensation Coverage with the following limits of liability:
 - a. Bodily injury by accident \$1,000,000/each accident
 - b. Bodily injury by disease \$1,000,000/coverage limit
 - c. Bodily injury by disease \$1,000,000/each employee
- 2) Comprehensive General Liability, including Products Liability, with no less than \$1,000,000 each occurrence for bodily injury, products liability, contractual liability, and property damage liability
- 3) Comprehensive Automobile Liability with \$1,000,000 bodily injury and property damage each occurrence

- 4) Property Insurance on property owned by Contractor. Policy should provide "all risk" coverage in the amount of Contractor's property, including inventory located on the University's premises
- 5) Business Interruption Insurance in the amount of \$2,000,000 each occurrence
- 6) Fire and Lightning, extended coverage, including vandalism, and sprinkler leakage in the amount of Contractor's property, such as inventory, as shall be located in the premises.

Contractor will be required to furnish a certificate of insurance with coverages to bodily injury/personal injury/liability coverage, property damage liability coverage, and workman's compensation coverage. This certificate must be on file with Auxiliary Services prior to any commencement of work. It is absolutely necessary that **"The Board of Regents of the University of Nebraska" as an additional insured** be added to the face of the certificate for all coverage except worker's compensation. Contractor's Certificate of Insurance, shall be executed by the Contractor and its insurer within (15) days upon receipt of a fully executed Agreement.

21. Contractor Trade Secrets and Proprietary Information.

- a. During the term of this Agreement, Contractor may grant to UNO a nonexclusive right to access certain proprietary materials of Contractor, including menus, signage, services survey forms, software (both owned by and licensed to Contractor), and similar items regularly used in Contractor's business operations ("Proprietary Materials"). In addition, UNO may have access to certain non-public information of Contractor, including, but not limited to, recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Contractor's business operations ("Trade Secrets"). Trade Secrets shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by UNO), or (ii) any information which was available to UNO on a non-confidential basis from a source other than Contractor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Contractor.
- b. Unless required by law, UNO shall not disseminate any Proprietary Materials or disclose any of Contractor's Trade Secrets, directly or indirectly, during or after the term of this Agreement. Unless required by law, UNO shall not photocopy or otherwise duplicate any such material without the prior written consent of Contractor. All Trade Secrets and Proprietary Materials, including signage, service marks and trademarks, shall remain the exclusive property of Contractor and shall be returned to Contractor immediately upon termination or expiration of this Agreement.
- c. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records regarding, related to, or part of this Agreement will be open to public inspection and copying unless exempted from disclosure under applicable law as determined in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Contractor to notify University of requested redactions to any information or records regarding, related to, or part of this Agreement that may otherwise be required to be open to public inspection and copying and to indicate the basis for such requested redactions under Neb. Rev. Stat. §§ 84-712 to 84-712.09. In addition, Contractor agrees to defend any challenge to such requested redactions at its own expense. The University, to the extent allowed by law, shall (i) notify Contractor in writing (a) before disseminating or duplicating any Proprietary Materials or disclosing any of Contractor's Trade Secrets and (b) within four (4) business days of receiving any request for public records that would require the University to disclose Proprietary Materials or Contractor's Trade Secrets, and (ii) after each such notification the University shall cooperate with Contractor to prevent (whether by redaction or other legal solution proposed by Contractor) disclosure of sensitive portions of Proprietary Materials or Trade Secrets that the University proposes to disclose.

- d. Without limiting the foregoing, UNO specifically agrees that, except as otherwise provided in this Agreement, all software associated with the operation of the services, including without limitation, menu systems, food production systems, accounting systems, and other software is owned by or licensed to Contractor and not UNO. Furthermore, UNO's access or use of such software shall not create any right, title, interest, or copyright in such software, and UNO shall not retain such software beyond the termination of this Agreement. Data processed by the software shall remain the property of Contractor; however, at UNO's request, upon termination or expiration of this Agreement Contractor shall provide UNO with a copy of the data processed by such software in a format to be mutually agreed upon by the Parties.
- e. The provisions set forth in this Section shall survive termination or expiration of this Agreement. In the event of any breach of the provisions set forth herein, Contractor shall be entitled to seek equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

22. Equal Opportunity

Contractor 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."

23. Nondiscrimination

Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1122).

24. Force Majeure

Neither Party to the Agreement shall be liable to the other for damages for any delay in performance arising out of causes beyond its reasonable control and without its fault or negligence, including without limitation: (1) fire, flood or water damage, elements of nature or other acts of God, including any of the foregoing that are harmful to electronic circuitry; (2) outbreak or escalation of hostilities, war, riots, or civil disorders in any country; (3) act or omission of the other party or any governmental authority, (4) labor disputes (whether or not the employees' demands are reasonable or within the party's power to satisfy), (5) non-performance by a third party (including any voice or data telecommunications common carrier), (6) failures or fluctuations in telephone, computer or other telecommunications equipment or lines or other equipment, (7) the real, potential, or credible threat of terrorist activity, or (8) a health emergency (e.g. serious outbreak of contagious disease such as an epidemic or influenza pandemic) which in the judgment of UNO 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.

25. Compliance with Laws and Regulations and University of Nebraska Policies

Contractor must comply with all applicable federal, state and local laws, specifically including all laws and regulations related to the protection and security of any personal information gathered by the Contractor, and all other policies of the University of Nebraska. Contractor agrees to indemnify UNO against any loss, cost, liability, or damage by reason of Contractor's violation of any applicable law or regulation. The Contractor must be qualified to conduct the business necessary to the performance of the Agreement in the State of Nebraska throughout the duration of the Term or any renewal thereof. The Contractor shall obtain, at its own cost and expense, all necessary licenses, professional certifications and permits and shall assume the responsibility for and pay all applicable fees and all other taxes, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business.

26. Use of University Marks

Contractor shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of University Marks is expressly prohibited. Contractor agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Contractor's business. Notwithstanding the foregoing, such restrictions shall not prohibit Contractor from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

27. Discrimination including Sexual Harassment

State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Contractor shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Contractor shall cooperate with the University following any report of discrimination. In the event University or Contractor determines that Contractor or an employee, agent, contractor, or other person affiliated with Contractor has engaged in discrimination, including harassment, or other inappropriate conduct, University and Contractor will promptly discuss the matter and Contractor will take prompt and effective action, in accordance with the policies of Contractor and University to prevent recurrence of the conduct and to correct its effects, which may include removal of Contractor or the employee, agent, contractor, or other person affiliated with Contractor from providing the Deliverables. Contractor's failure to comply with this provision may be cause for immediate termination of this Agreement. Contractor acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Contractor and employees, agents, contractors, and other persons affiliated with Contractor who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by Contractor, or the University as noted in Section 9.d above, from time to time, including training regarding sexual harassment and diversity and inclusion.

28. Responsibilities of the Parties.

- a. Liability. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students for any loss, claim, damage, expense,

or liability of any kind arising out of or in connection with the performance or nonperformance by Contractor and its officers, employees, agents, and subcontractors.

University shall be responsible for its own acts and omissions and the results thereof. University agrees that it will assume all risk and liability to itself, its agents, or its employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement. This clause shall survive termination of this Agreement.

- b. Consequential Damages. In no event shall either Party be liable for consequential, indirect or incidental damages (including punitive damages and lost profits), even if such Party has been advised of the possibility of such damages in advance.

29. Subcontractors

The Contractor shall not subcontract all or substantially all of any facet of its performance under this Agreement without the prior written approval of UNO. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided however, that no contractual relationship shall exist between any subcontractor and UNO, unless it is evidenced in a separate contract independent of the Agreement with the Contractor.

30. Surrender of Premises

Upon expiration of the Term or termination of this Agreement for any reason, Contractor shall without further notice of any kind, quit and surrender possession and occupancy of the Premises in the condition in which it was received, except for UNO-approved alterations, normal wear and tear and damage or destruction by fire or other casualty not due to the negligence or fault of Contractor, its agents, employees or invitees excepted.

31. Legislative Funding Out Clause

Notwithstanding any provision in the Agreement to the contrary, if the Nebraska Legislature does not allocate sufficient funds to allow UNO to pay any periodic payment owed with respect to a future fiscal period, UNO may terminate this Agreement upon written notice to Contractor. UNO will not be obligated to pay any amount owing pursuant to this Agreement subsequent to such termination, provided that in no case shall UNO be relieved from its obligation to pay Contractor for services rendered prior to Contractor's receipt of notice of termination.

32. Debarment List

Contractor 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. Contractor also certifies that Contractor, 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 the Agreement and Contractor shall immediately notify University of any change in the status of the certification and warranty set forth in this Section. If Contractor becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Contractor become excluded from Federal health care program participation, such individual shall be removed from participating in the Agreement immediately. Failure by Contractor to remove

such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

33. Federal Immigration Verification

Contractor and its Dining Services subcontractors shall use an electronic verification system to determine the work eligibility status of new employees physically performing services with the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

34. Contractor Relationship

Contractor shall have the right to operate as an independent business venture as the UNO dining services for student, faculty and the general public associated with the University. The relationship of Contractor to the University shall be that of an independent company holding a license from the University to manage and operate UNO's dining services. Contractor will not conduct or establish a food service business in Omaha, NE, which provides adverse market competition.

35. Local, State and Federal Laws

Each Party shall comply with all applicable laws, ordinances, rules and regulations relating to services sanitation, safety and health and, as applicable to a Party, obtain and maintain required licenses and permits as necessary. Each Party shall cooperate with the other to accomplish the foregoing.

Contractor shall: 1) pay when due, all taxes, assessments, license fees, permits (including parking), or other obligations, which are now or may be imposed in the future by any governmental authority arising out of the conduct of Contractor's business (including, without limitation, the ownership by Contractor and operation of the dining services equipment at all dining services locations); 2) charge, collect and pay all applicable sales, use and/or excise taxes that may be imposed upon dining equipment owned by Contractor; and 3) in Contractor's own name (as appropriate) remit to and file with the proper governmental authorities, all the foregoing taxes, assessments, fees, and necessary returns and comply with all regulations and rules promulgated by such governmental authorities. Upon UNO's reasonable request, Contractor shall deliver to UNO proof of the payment of all taxes.

Contractor assumes sole responsibility to comply with all provisions of federal state, and local laws relating to or governing the operation of dining services. Notwithstanding the provisions of this Section, UNO shall remain liable for sales tax, if any, upon its sale of meal plans, and for property tax, if any, upon its real or personal property.

36. Taxpayer Transparency Act

Pursuant to the Nebraska Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04), University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Contractor to notify University of any requested redactions to the Agreement under Neb. Rev. Stat. 84-712.05(3) at the time of execution. In addition, Contractor agrees to defend any challenge to such redactions at its own expense.

37. Headings; Severability

The captions or headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement. The terms of the Agreement are severable. If any term or provision is

declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

38. Time is of the Essence

Time is of the essence with respect to each and every provision of this Agreement.

39. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

40. Notice

Any notice provided for in this Agreement shall be in writing and shall be deemed to have been given, delivered, or served when delivered personally to the party who is to receive such notice or five (5) days after the date such notice is mailed by U.S. registered or certified mail, postage prepaid, to such party at the following addresses:

To University:

Jessica Mehrhoff
University of Nebraska
Office of the President
Procure-to-Pay
1700 Y Street
Lincoln, NE 68588-0645

With copy to:

Attn: Vice Chancellor of Business & Finance
University of Nebraska at Omaha
209 Eppley Administration Bldg.
6001 Dodge Street
Omaha, NE 68182

To Contractor:

Sodexo America, LLC
Attn: Jim Fjelstul
COO, Universities North America, West
706 River Down Road
Georgetown, Texas 78628

and:

Sodexo America, LLC
Attn: Law Department
9801 Washingtonian Blvd.
Gaithersburg, Maryland 20878

Each of the Parties may hereafter designate a different address for notices in a writing delivered in accordance with this Section. All notices shall be effective when received or refused except in the case of overnight

delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

Any request issued by Contractor to change the Contractor U.S. mailing address for check payments or to change the Contractor bank account for U.S. electronic wire or ACH payments will only be communicated in writing by a Contractor Authorized Officer (Treasurer or Assistant Treasurer). If during the Term of this Agreement, University receives such a request, prior to taking any action University shall verify the validity of such request by contacting the Contractor Accounts Receivable Department directly via one of the methods below.

Email: AccountsReceivable.NorAm@Sodexo.com
Phone: 1-866-372-3160
Fax: 716-568-8408
Website: <https://us.sodexo.com/contact.html>

41. Modification; Waiver of Rights

This Agreement may be modified, amended, or waived only by a written agreement signed by an authorized representative of Contractor and the University of Nebraska at Omaha Chancellor or his/her designee. The course of dealing between UNO and Contractor shall not modify or amend this Agreement in any respect. Any delay by UNO or Contractor in the exercise of any of their respective rights and obligations under this Agreement shall not be construed as a waiver of any such rights or obligations to be performed. A waiver of a breach of any provision of this Agreement will not; (a) operate or be construed as a waiver of any subsequent breach; (b) limit or restrict any right or remedy otherwise available to UNO or Contractor; (3) operate or be construed as a waiver of compliance by UNO or Contractor as to any other provision of this Agreement.

42. Electronic Signature.

The Parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the Parties to the terms and conditions stated herein.

43. Assignment

This Agreement will not be assigned or otherwise transferred by Contractor in whole or in part without the prior written consent of the University. Any attempted assignment without such consent shall be void and of no effect. The foregoing notwithstanding, the Contractor may assign this Agreement to an affiliated company or wholly owned subsidiary upon notification and without being released from any of its responsibilities hereunder.

44. Entire Agreement; Severability

This Agreement, including UNO's RFP, Contractor's Bid Response, collectively referred to as the "Contract Documents", shall constitute the entire Agreement between the parties with respect to all subject matter and supersedes all prior negotiations and understandings, whether verbal or written. Each provision of this Agreement is severable from all others. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable, and all remaining provisions of this Agreement shall remain in full force and effect.

In the event of a conflict among the Contract Documents, the following order of precedence shall apply:

- A. This Agreement and its Exhibits (other than Exhibits A and B)
- B. Exhibit B - Contractor's Bid Response

45. Governing Law and Forum

This Agreement shall be controlled by the laws of the State of Nebraska without giving effect to its choice of law provisions. Any legal actions brought by either party hereunder shall be in the state or federal courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Contractor in relation to the Agreement may only be instituted in accordance with the provisions of the Nebraska State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306).

46. Counterparts

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

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.
BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA,
on behalf of the University of Nebraska at Omaha

By: _____
Walter E. Carter, President
University of Nebraska System

Date: _____

Attest: _____
Philip J. Bakken, Corporation Secretary

SODEXO AMERICA, LLC

By: _____
Dannie Crozier
Senior Vice President

Date: _____

RFP# 3640-22-5010

University of Nebraska at Omaha Food Service & Catering SCOPE OF WORK

1. INTRODUCTION

The University of Nebraska at Omaha (“UNO” and the “University”) is soliciting proposals from qualified contractors to establish an agreement for Dining Services, Retail Dining Operations, and Catering as outlined in this Scope of Work for the period of July 1, 2022, through June 30, 2025, with options to renew for a maximum term length of five (5) years unless terminated earlier per the terms of the services contract.

2. ABOUT THE UNIVERSITY OF NEBRASKA AT OMAHA

2.1 MISSION STATEMENT

The University of Nebraska at Omaha is one of four campuses in the University of Nebraska System and Nebraska’s metropolitan university—a student-centered university with strong academic values and significant relationships with our community that transforms and improves life.

A Metropolitan University, defined in its simplest terms, is an institution that accepts all of higher education’s traditional values in teaching, research, and service, but takes upon itself the additional responsibility of providing engaged leadership within the metropolitan region by using its human and financial resources as partners to improve the region’s quality of life. The University of Nebraska at Omaha is accredited by the Higher Learning Commission, a regional accreditation agency recognized by the U.S. Department of Education.

2.2 BACKGROUND

UNO is comprised of 6 academic colleges: Arts and Sciences, Business Administration, Communication, Fine Arts and Media Education, Information Science & Technology, and Public Affairs and Community Service. There are approximately 2,096 total faculty and staff employed by UNO.

UNO’s tuition is one of the most affordable in the region, but low tuition doesn’t equal low quality programs and facilities at UNO. We hold the prestigious classification of being a Carnegie Doctoral Research University-which means we offer specialized doctoral programs, master’s degrees, and certificates. Our facilities are some of the best in the nation.

In 2020-2021, the University had their highest enrollment since 1992 of 15,892 undergraduate and graduate students. Of those, 12,768 were undergraduate students, 2591 were graduate students, and 533 were international students.

UNO has grown to include two campuses. Students find a comprehensive array of programs and classes offered in the traditional weekday time frame, as well as in the evenings and on weekends.

UNO has six residence halls: Maverick Village (Capacity 384) and University Village (Capacity 576) on the Dodge Campus. On the Scott Campus: Scott Court (Capacity 480), Scott Village (Capacity 480), Scott Hall (Capacity 136) and Scott Crossing (Capacity 425). Off campus housing includes the Newman Center (Capacity 162).

3. EXPECTATIONS

The primary objective of this solicitation is to develop a new program of excellence for UNO's food service & catering program on the Dodge campus ("UNO Food Services & Catering"). The successful Contractor shall, in conjunction with the University, design a food service & catering program that enhances the quality of life for all students, faculty, staff and visitors and contributes significantly to the total educational experience and campus culture. It is the overall intent to provide students, faculty, staff and visitors with the highest quality products and the most courteous and efficient service possible.

In addition, it is the University's desire to provide quality food service at the most reasonable and economical prices possible to obtain the desired service. The successful Contractor will be expected to provide a full range of fresh, nutritious, affordable and tasty food and beverages through the purchase, preparation and service of food and beverage products appropriate for a wide variety of dining settings. Food options, including but not limited to, vegan, vegetarian, kosher, halal, dairy-free and gluten-free shall be offered.

The successful Contractor will provide effective management and operational control of the dining service space(s). The Contractor shall retain current UNO Food Services & Catering employees. The successful Contractor will be expected to collaborate with other University entities to produce and maintain a culture that promotes recruitment, retention and community.

Contractor shall keep current all food and beverage service licenses, food handler permits, and other applicable food service documentation in accordance with all local laws and regulations, and shall provide copies of such to the University upon request.

4. PROJECT OVERVIEW & TIMELINE

The University desires to gain an understanding of Contractor's ability to innovate, create and utilize an entrepreneurial approach for innovative on-campus dining options on the Dodge Campus. Most importantly, the University values a program that meets the needs of current and future students. UNO Food Services & Catering will provide:

- 1) Affordability for all students, including exciting and modern on-campus dining options;
- 2) Upperclassmen meal plans that promote on-campus living and assist with recruitment and retention efforts;
- 3) Attractive and innovative meal plans for all students, especially on-campus freshmen, that allow for flexibility in retail options including the convenience store;
- 4) Flexible meal plans for commuter students;
- 5) Flexible hours that meet the needs of all demographics of students; and,
- 6) On-campus dining options that encourage faculty and staff to participate in the dining program and its offerings.

Setup planning for the transition shall begin July 1st with a soft rollout two weeks before school starts, approximately August 8, 2022. UNO Food Services and Catering shall consist of a hybrid UNO-managed and Contractor-managed operation, transitioning into operations being managed by the Contractor by the start of the Spring 2023 semester January 3, 2023.

5. CURRENT DINING SERVICE FACILITIES

Milo Bail Student Center Food Court - Milo Bail Student Center, 2nd Floor, Dodge Campus

Seating capacity=approx. 590

Wide variety of freshly made options including featuring burgers, fries, pizza, Philly steak sandwiches, chicken nuggets, salads, bottled beverages, and much more. There are also many grab-and-go options.

Monday - Friday 11 A.M. - 2 P.M., Saturday & Sunday – Closed

Durango's Grill - Milo Bail Student Center, 2nd Floor, Dodge Campus

Seating capacity=approx. 86

This location is currently Closed. Former service included gourmet sandwiches, soups, and salads, all made-to-order and in-house, however, going forward this location shall include options for athlete performance nutrition and other nutritional needs. The Contractor shall work with UNO Athletics staff to provide options that meet the needs of the student athletes.

Library Café - Criss Library, Main Floor, Dodge Campus

Seating capacity=approx. 56

Monday - Friday 8 A.M. - 3 P.M., Saturday & Sunday - Closed

MavREC Café - H&K Building, 1st Floor, Dodge Campus

Seating capacity=approx. 30

Monday - Friday 11 A.M. - 3 P.M., Saturday & Sunday - Closed

6. RETAIL LOCATIONS AT MAVERICK DEN

Maverick Den - Milo Bail Student Center, 1st floor

Seating capacity=approx. 64

Maverick Den is the quick stop option for food, coffee, snacks, and more! Inside the Den students, faculty, staff, and guests can enjoy numerous options including the convenience store, Hardy's Coffee station, and the grill station.

Hardy's Coffee Co. - Milo Bail Student Center, Maverick Den, Dodge Campus

Pastries, coffee, and non-coffee drinks are powered by the local Hardy's Coffee as well as ice cream.

Monday through Friday from 7:30 A.M. - 6 P.M., Saturday & Sunday - Closed

Grill Station – Krispy Krunchy Chicken - Milo Bail Student Center, Maverick Den, Dodge Campus

Quick bites from Krispy Krunchy Chicken and other offerings including burgers, breakfast sandwiches and pre-made sandwiches and salads for every time of day.

Monday through Friday from 7:30 A.M. - 6 P.M. (Grill closes at 4 P.M.; 3 P.M. in summer), Saturday & Sunday - Closed

MBSC Convenience Store - Milo Bail Student Center, Maverick Den

A wide range of drinks and snacks including F'real and slushie machines.

Monday through Friday from 7:30 A.M. - 6 P.M., Saturday & Sunday – Closed

7. ACADEMIC CALENDAR

The UNO Academic Calendar can be found at <https://www.unomaha.edu/registrar/academic->

8. CURRENT AGREEMENTS

8.1 Current Operators

UNO Food Services are currently run in-house.

There are agreements with the following suppliers, which will remain in effect at the discretion of UNO:

1. Bottling Group, LLC dba Pepsi Beverages Company
2. Hissho Sushi
3. Krispy Krunchy Chicken
4. Company Kitchen
5. Aramark for linen service
6. Hardy's Coffee
7. Scott Properties Food Service – Self Operated
8. SMG dba SAVOR- Baxter Arena Food Service

8.2 Exclusive Rights

UNO has entered into a sponsorship agreement with Pepsi-Cola and shall comply with such agreement conditioned upon Contractor purchasing any required Pepsi-Cola products through Contractor's vendors. The Contractor shall exclusively provide Pepsi products at all locations unless approved in writing by the UNO Vice Chancellor of Business and Finance.

9. MEAL PLANS

9.1 Resident Meal Program

Students are offered meal plan options and can use their MavCARD, cash, or debit/credit card at each of the UNO campus locations.

9.2 Commuter/Faculty/Staff Meal Program

Commuter students, faculty and staff are offered meal plan options and can use their MavCARD, cash, or debit/credit card at each of the UNO campus locations.

9.3 Meal Card System

The University utilizes the CBORD identification card system. The CBORD system is an all-campus identification card, of which dining services is one of several usages. The University is responsible for the issuance of I.D. cards.

9.4 Declining Balance Meal Plan Program

UNO currently has a prepaid declining balance program, MAVMoney, that helps to provide a safer campus environment by minimizing the need for students, staff and faculty to carry and use cash for daily expenses. Cardholders can use their MavCARD for purchases where accepted at on campus and off campus locations.

If implemented, the awarded Contractor and UNO will negotiate an administrative fee payable to UNO, that is based on the gross revenues received from the use of the declining balance program. The parties will annually review the fee and consider in good faith suggested rate adjustments.

UNO will keep the Contractor fully advised of any changes in the use of the declining balance program, which may affect Contractor's performance. Should UNO alter its declining balance program in such a way as to require significant changes in the card readers, the parties shall engage in good faith discussions and negotiations with the intent to implement any upgraded declining balance program in a reasonable manner.

10. CATERING SERVICES

The Food Service Contract provides UNO Food Services & Catering with the exclusive right to provide the University with meals, including a la carte items and non-alcoholic beverages unless requested and approved by the Chancellor. UNO Food Services & Caterings provides catering services for all open events (which require food service) located on University property.

11. CHILD CARE CENTER

The University of Nebraska at Omaha Child Care Center (UNOCCC) program has a capacity of approximately 74, including staff and children under the age of six. Currently approximately 96 meals are provided each day: Breakfast(24), lunch(38), and afternoon snack(34) are served Monday through Friday,. All of these meals comply with both Federal and State guidelines. These prices should be presented as individual meal prices and an overall daily price. These meals should follow required State and Federal food program guidelines and can also be delivered to the Center in bulk and then distributed individually to the children by Center staff. The facility is located at 6001 Dodge Street in Omaha.

12. OTHER FOOD SERVICES

12.1 Supporting Functions for Chancellor Activities

Services required by the Chancellor's Office to promote UNO and its students are provided at no cost to UNO. These activities include, but are not limited to, receptions, dining activities and supplies as requested.

12.2 Service of Alcohol

The service of alcohol anywhere on the UNO campus is subject to the UNO Alcoholic Beverages Policy found at <https://www.unomaha.edu/milo-bail-student-center/food-services-and-catering/uno-food-policies.php>. Contractor shall keep current and provide a copy of their liquor license, insurance, and proof of no violations to the Vice Chancellor of Business and Finance on an annual basis. Contractor, their subcontractors, and Contractor employees shall conform to the UNO Alcoholic Beverages Policy at all times.

12.3 Student Catering Support Fund

Catering services required for student organizations will be provided at no cost to UNO. UNO will approve all requests and uses of the fund, and notify the contractor upon each approval.

12.4 Special Pre-Season Student Meals

Services required for pre-season meals are provided at no cost to Athletics and Residence Life staff. The University desires that Contractors consider providing pre-season meals to the fullest extent allowed by the NCAA for athletic teams and to Residence Life staff.

12.5 Fountain, Retail and Concessions Operations

The University has entered into other kinds of business arrangements which support University programs. Contractor will not sell any product which is in direct conflict or violation of pre-existing agreements between these contractors and the University or successor agreements providing similar exclusive rights.

12.6 Food Sales

Upon approval of UNO, recognized University organizations are permitted to sell commercially packaged food and Pepsi beverages on campus in connection with authorized University events.

The University may supplement the dining services operation with other means of dispensing food and beverage items by manual or vending food service as determined by the University.

12.7 Non-Board Rates

The University annually negotiates daily and partial day rates for Summer Conferences, Athletic Camps, University Child Care, Athletic Recruitment and Admissions visits. The University also annually negotiates discounted visitor meal tickets for Admissions, Athletics and Residence Life.

13. FINANCIAL INCENTIVES

The overall financial consideration of Contractor: UNO desires a fair and balanced compensation agreement that supports both the Contractor and the University in meeting their respective financial objectives.

14. TECHNOLOGY CONSIDERATIONS

Contractor's proposed plan and process to coordinate its systems with UNO's current technology environment, including the following functions:

- i. StarRez: <http://www.starrez.com/>
- ii. MavCARD ID Card: <https://www.unomaha.edu/milo-bail-student-center/mavcard/index.php>
- iii. CBORD CS Gold: <http://www.cbord.com/>
- iv. Website: <http://www.unomaha.edu>

15. TRANSITION PLANNING

Contractor shall provide their implementation/transition plan with key dates and milestones including the ability to begin on the July 1, 2022 start date.

Specify implementation tasks for the Contractor and UNO; include a timeline for task completion and final implementation of UNO Food Services & Caterings operations and services.

Description of timing and anticipated interaction with current UNO Food Services & Catering management to coordinate transition, if applicable.

Discuss Contractor's willingness to purchase existing inventories of food and associated supplies from the University.

16. DINING SERVICES OFFERED

UNO desires a conceptual plan for service in Milo Bail Student Center Food Court, Maverick Den-grill station, coffee shop & convenience store, Durango's Grill, Library Café, and MavREC Café.

Contractor will provide sample menu information based on the conceptual plan for service in each location. Provide sample menus with cash-pay prices for two (2) weeks of regular meals at each proposed venue, plus at least two (2) seasonal menus for each venue.

Contractor will provide suggestions for franchisees that would serve the needs of UNO and increase foot traffic in each location.

Contractor will describe any types of accommodations or special venues that would cater to the needs of persons with chronic dietary issues (diabetes, low cholesterol and low sodium needs, etc.) and various degrees of vegetarian/vegan diets, as well as the tastes of international populations. Consideration should be given to ways to provide meals meeting dietary restrictions in a setting that maximizes inclusiveness as well as matching the quality of regular offerings.

Contractor will describe any proposed special programs, such as holiday-themed parties, premium nights, and exam week late-night snacks.

Contractor will submit price lists for representative items to be sold in the retail venues in Maverick Den. The University expects retail prices to be competitive with comparable menu items served by local commercial food operators and by higher education institutions similar to UNO in terms of faculty and student populations, setting and educational mission.

Contractor will submit a listing of the proposed hours of operation for each retail/dining operation. The University is interested in providing improved service to its commuter, working, and residential students and other schedules that accomplish this goal.

17. CONTRACT BOARD AND GENERAL DINING OFFERINGS

Contractor will propose meal plans meeting the dining needs of the residential and commuter student population. At least three full meals covering the traditional breakfast, lunch and dinner meal periods must be specified (two meals per day on weekends is acceptable). Hot food and fresh preparation options are required at all mealtimes. Grab-and-go options or boxed meal options are expected.

Contractor will detail the fixed daily rate per person for each meal plan proposed. If applicable, the fixed daily rate per person shall be accompanied by board contract expectations. Board contract expectations may be presented as a standalone matrix which would affect pricing for all meal plans proposed. Adjustments to rates based on this matrix will be considered once per year, on or before October 31st prior to the next academic year, when stated rates would be implemented. Rate adjustments will not be considered without documentation which effectively demonstrates steps Contractor has taken to assist the University in attracting and retaining board participants.

Contractors will also describe and project prices for any other optional non-contract meal plans that the Contractor thinks would fit UNO. These might include flex meal plans, declining balance options, meal equivalencies or other plans.

18. FOOD COURT, RETAIL, AND OTHER GENERAL OPERATIONS

18.1 BRANDED CONCEPTS

Operations should provide for “fast food”, short order grill, healthy, snack or light meal options throughout the day. The University anticipates offering popular venues in the “shells” of the Food Court (examples for consideration may be a chicken concept, a salad concept, a Mexican food concept, a pizza concept, and a sandwich concept). A Starbucks, Scooters, or similar coffee concept is highly desired. Such concepts shall be approved by UNO prior to operation.

Detail Contractor’s brand portfolio and Contractor’s ability to acquire local franchises in the future which may be requested by students.

18.2 FOOD INSECURITY SUPPORT

UNO desires to address food insecurity in the UNO and Omaha communities.

Contractor will provide donations to on campus food pantries, student organizations to fight hunger, and other community organizations at no cost to UNO.

19. CATERING AND BANQUET OPERATION

Contractor will provide a catering plan for functions, including but not limited to, meetings, conferences, club events, receptions, banquets, and parties. The catering program should reflect the diverse needs of the University’s students, faculty, and staff in its service menu. UNO desires a three-tiered catering program, with pricing and service levels appropriate for Value-Student Organization Service, Standard Service, and Premium Service. Contractors are encouraged to be creative in demonstrating an ability to meet the diverse needs of a campus community.

Contractor will detail the process used to receive, affirm and confirm catering orders. Written quotations and, where available, access to an online ordering system to facilitate process understanding is encouraged. This process should identify a measurable way to affirm customer satisfaction.

Contractor will be responsible for billing and collection for all catering services provided, including to University organizations.

Catered functions (Standard and Premium Service levels) should be of the highest professional standards, featuring quality service and appropriate ambiance. Indicate systems that assure that events receive quality food, and optimum service in a timely manner.

Provide sample menus with pricing for:

- Light lunches and/or refreshments, delivered to conference rooms throughout the University campus.
- Faculty and distinguished guest luncheon for 60: provide detail for both a buffet and a served luncheon.
- Cocktail party for 300: provide detail for a buffet, hors d’ oeuvres, and passed hors d’oeuvres.
- Breakfast in the Chancellor’s dining room for 10.
- Informal student/faculty mixer for 200.
- Large scale, university fundraiser dinner for 500

Contractor will detail typical staffing levels per customer for seated service lunch and dinner functions, receptions and buffet service.

Contractor shall provide a sample catering menu with associated prices.

Contractor shall have the exclusive right and obligation during the contract term to provide catering services within the Milo Bail Student Center. Contractor shall make a proposal regarding exclusivity for the rest of campus. UNO may require that catering services be provided at a variety of locations on campus.

20. MARKETING SERVICES OFFERED

Discuss with specificity Contractor's plan for marketing the various venues and meal plans of Dining Services Operations, including catering. Detail any plans to assist in the recruitment and retention of board plan participants.

21. NUTRITIONAL AWARENESS AND SUPPORT

UNO encourages students to commit to lifelong maintenance of good health through good eating habits and physical activity. Propose support and awareness programs for nutritional and dietary planning. Such a program should be multi-faceted providing for direct assistance, printed materials, web-based materials and self-educational tools.

Detail where nutritional information will be posted in a designated location (i.e. serving area).

Recipe files shall be available for customer review of nutrition information.

Contractor should provide the services of a credentialed Nutritionist and explain how they will be implemented into the campus program.

22. COMPENSATION

Contractor shall provide a commission based on a percentage of total Gross Sales that would be paid to the University for revenue for all non-contract sales (sales to persons not on a meal plan). These commissions shall be proposed separately for each venue depending on where the products and services are provided.

Contractor shall provide a commission that would be paid to the University for revenue derived from catering operations.

In order to assist in offsetting the cost of the I.D. card system, its technology requirements and any other necessary updates, the Contractor agrees to pay the University ten (10) dollars per Contract Student per semester. The Census Date shall be used to determine the number of Contract Students. Payment to the University shall be made on or before the tenth (10) day of the month following the Census Date.

Contractor agrees to pay the University a 2.5 percent administrative fee on the gross revenues received from the use of Maverick Dollars, provided that the parties annually review the fee and consider in good faith suggested rate adjustments.

Describe any additional up-front offerings and continuing financial support to the University

and its associated costs to the meal program price. These will be in exchange for the right to be the exclusive dining, retail and possible catering provider on campus. Academic, marketing, development and product information must be stated in annualized real dollars.

22.1 Previous and Future Capital Improvements

Contractors shall provide options for financial support to UNO for previous and future capital improvement investments benefitting UNO Food Services & Catering.

23. FINANCIALS

Contractor shall submit an estimated pro forma statement for the fiscal year beginning July 1, 2022, through June 30, 2023, indicating the following sales and costs:

- Cash Sales
- Contract Sales
- Summer Camps & Conferences
- Catering
- Total Sales
- Total Food Cost
- Salaries and Wages and Other Payroll Costs
- Total Labor Costs
- Commissions
- Franchise Fees (if applicable)
- Cafeteria Supplies
- General Insurance
- Vehicle Costs
- Office Supplies
- Uniform and Laundry
- Bank Charges
- Administrative Expenses (with detail)
- Other Operating Costs (specify major items)
- Total Direct Expenses
- Total Cost and Expense Operating Profit

While capital investments are important to any dining program, in recent years UNO has managed many projects to renovate and improve campus facilities for dining services. With this, the Contractor should keep the financial impacts due to capital investments to a minimum. Describe any proposed capital investments to successfully transition for the spring 2023 semester. The plan must include a detailed description of the work, the dollar amount of the proposed investment (including a detailed budget) and the basis for the cost estimates. Expected funding sources should be indicated for all work.

UNO is exempt from the payment of any federal, state and local sales and use taxes. Proposal prices for goods or services to be purchased by University, if any, must not include the amount of any such tax.

In addition to the required financial reports to UNO, Contractor shall, upon reasonable requests during regular business hours, provide and allow UNO representatives access to such financial records as UNO deems relevant in order to measure and confirm Contractor's

performance of the contract awarded.

Credit, cash, refunds or billing adjustments to the University for missed meals will not be required of the Contractor for those persons regularly participating in a contract board program.

The University will adjust the contract payment due to the Contractor due to any refunds to those persons who begin participating in the program and subsequently cancel the program or withdraw from the University during the contract period so long as that withdrawal meets the University's withdrawal procedures. The University Finance Office will notify the Contractor of any such cases and resulting adjustments along with a new master list.

24. REPORTING

Contractor shall keep full and accurate records in connection with the dining services operations at the University. All such records shall be retained by the Contractor for a period of seven (7) years plus the current and may be audited by the University at any time during regular working hours.

25. PRICING AND PRICE ADJUSTMENTS

Prices submitted in the proposal document shall be the prices put into effect from July 1, 2022, through June 30, 2023.

After June 30, 2023, a request for price adjustments for the ensuing year(s) will be submitted to the University for consideration no later than May 1, 2023, for the contract board program, retail, catering operations, camps/conferences and possible Child Care operations. The University reserves the right to review and approve all proposed price increases related to UNO Food Services & Catering.

Mid-year price changes for contract board services will not be considered.

Requests for price increases by the Contractor during the annual adjustment process must be accompanied by as many of the factors listed below as are applicable:

- Menu item(s) impacted;
- Changes in menu, points-of-service, additions or levels of service provided which have been previously approved by the University;
- Verification/substantiation of any other cost factors through submission of supplier invoices over the previous six-month span;
- Current/anticipated product cost;
- Current/ projected number of items sold per day for retail operations;
- Current/anticipated participation; and,
- Comparison to retail operating situations in the geographic area.

25.1 Acceptable Barometer Price Index Bases

Request for increases in the per meal rates and flex meal exchange rates (if applicable) for the board plan meals will be based upon the following local, state and national barometers: the Consumer Price Index for "All Food" categories and the U.S. Department of Labor Regional Statistics. The University will also consider increases in tax rates which affect labor costs.

26. QUALITY ASSURANCE PLAN

Currently, the UNO dining program uses various methods and metrics to assess success and continuous improvement. Please describe your continuous improvement plan which would include benchmarking, assessment and collaborative work with the UNO.

Contractor shall submit a listing of the desired and expected participation/attendance percentages for each board plan offering. Measures to assure mutual accountability towards the realization of these participation/attendance percentages are encouraged. The University has a strong desire to ensure that students maximize the use of the offered meal program.

27. FOOD PROCUREMENT STANDARDS

Food purchased by the Contractor for use at the University shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows:

- Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard;
- Pork and Lamb – USDA Grade A (#1);
- Poultry – USDA Grade A;
- Seafood – USDA Grade A;
- Eggs – USDA Grade A;
- Frozen Foods – USDA Grade A Fancy;
- Fresh Produce – USDA #1 Quality;
- Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes; fruits should be packed in light syrups;
- Cheeses such as Cheddar, Swiss and Monterey Jack shall be all natural, non- processed, when served as a prime ingredient. In addition, processed cheese may be used in some cooking or as an alternative for some non-entrée foods;
- Ground Beef – USDA Standard or better, ground beef and beef patties shall be 100% all beef and fat content shall not exceed 20%;
- Veal and Pork steaks shall be solid meat portions – un-breaded and not preformed from chopped or ground meat;
- Frankfurters/Hot Dogs – maximum 8 per pound, all beef. Turkey franks may be used as an alternate to satisfy certain health and ethnic diet requirements; and,

All meat cuts shall be in accordance with U.S.D.A. Institutional Meat Packaging specifications. The indicated grades are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums wherever possible. All other food specifications not included in the above categories shall be of comparable quality.

Describe initiatives for procurement and promotions of local and state products.

28. FOOD PREPARATION STANDARDS

The general policy shall be to do on premises preparation of food items, utilizing batch cooking as close to time of service as possible. Cook-to-order or progressive cooking should be the normal method of operation; staggering the preparation of food whenever possible so that nutritional value, temperature, taste, and overall quality can be maintained during serving

hours. Minimization of pre-prepared food items is desirable.

Bakery items shall be made on premises. Pre-prepared mixes and dough are permissible, but every attempt should be made to provide products that are “homemade”.

Sandwich breads, hamburger and hot dog buns, bagels, English muffins and other such items may be purchased from commercial bakeries.

Vegetable shortening rather than animal shortening must be used for food prepared on site. The Contractor is strongly encouraged to purchase food prepared with vegetable shortening and oil. If this is not possible, then it must be clearly labeled as containing animal fat when the food is served.

29. HOUSEKEEPING AND SANITATION SERVICES

The University shall be responsible for:

- Periodic stripping, sealing or waxing of floors, if any;
- Shampooing carpeted areas and furniture;
- Periodic cleaning of draperies, blinds, ceilings and outside windows, air distribution devices and light fixtures, including maintenance and replacement of light bulbs; and,
- Cleaning hood ducts, plenums and related units and fans.

Contractor shall provide daily housekeeping, cleaning, preventive maintenance and sanitation service, which includes necessary commercial equipment and supplies, for all assigned food service areas.

In addition, the Contractor will maintain the Food Court throughout the service hours to include wiping down tables, cleaning spills, emptying trash, sweeping floors, and keeping the dining facilities neat, clean, and presentable. These facilities shall include, but not be limited to, production and serving areas, dining rooms, snack bars, delis, bakeries, refrigerators, freezers, receiving and storage, trash and garbage, restrooms, offices, interior hallways, and stairs used by the Contractor.

The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean and neat appearance. Upon review and approval by the University, schedules shall be posted and implemented within 30 days of the beginning of the contract.

The Contractor shall be responsible for: Routine daily sweeping, mopping and buffing non-carpeted floors, vacuuming and spot cleaning carpets and furniture; routine weekly cleaning of the hoods, filters and pipes leading from the area; and providing, cleaning and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels and other related dining service items.

When the Dining Services areas are closed for University breaks in schedule, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

30. EQUIPMENT AND MAINTENANCE

The University will make available a list of existing equipment to the successful Contractor for

use in Dining Services operations.

Provide a list, with quantity, brand and model number of all equipment and other personal property Contractor proposes to bring onto the University campus. All proposals must include complete manufacturer's description literature regarding any equipment proposed.

The Contractor shall be responsible for all costs of operation of the Dining Services, except those specifically designated to be provided by the University, and shall pay all costs and expenses connected with the Contractor's use of the Facilities, including but not limited to the following:

- Raw food and food products;
- Labor, benefits, compensation and insurance;
- Supplies: cleaning agents for dishes, flatware, pots and pans; janitorial equipment and cleaning and sanitizing agents; and office supplies;
- Office expenses, computers, cash registers, telephone, postage, printing, photocopying, etc.;
- Uniforms, laundry and dry cleaning; the Contractor will furnish appropriate uniforms for the employees and shall assume all expenses for the cleaning of uniforms, table linens, napkins, aprons, etc. used in the dining service;
- All necessary vehicles for the conduct of dining services business;
- Maintain the University's inventory of flatware, glassware and china and any replacement costs;
- All franchise fees and signage associated with branded concepts; and,
- Marketing: research, signage, brochures, menu boards, advertisement, promotions, etc.

The University shall be responsible for fixed and movable equipment purchases which represent Capital improvements.

The awarded Contractor shall be responsible for minor repairs to equipment and facilities such as sharpening food slicers, sharpening knives, changing filters, etc.

The awarded Contractor shall be responsible for proper operation and routine cleanings of all equipment and services in the existing kitchen. The awarded Contractor shall be responsible for costs of damage to other building occupants caused by improper operation or inadequate supervision, including all costs for cleanup, repair and/or replacements.

31. OTHER FACILITIES SERVICES

The University shall be responsible for providing electricity, gas, water, sewer service and heating/air conditioning, where available, for the dining service operations.

University telecommunications provides monthly rates for phone connections, voicemail and long distance charges. The Contractor agrees to such rates and to approve payment for such services. Contractor is required to utilize these services.

The University will provide for the removal of trash and garbage from the designated outdoor receptacles. The Contractor shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. The Contractor shall cooperate with the University in minimizing disposal costs. Storage of refuse and recycling should be in appropriate containers

and in unobtrusive areas of the facility, not in production or dining areas.

Contractor shall be responsible for grease removal and keeping the receptacle area clean and in a presentable manner according to University standards. Standards are set based on the expectations of UNO administration and overall appearance to all University guests and visitors.

31.1 Pest Control

The University will be responsible for all costs and maintenance of insect and pest control in assigned areas for production, service and storage. The University contracts with a third party to provide this service. Contractor shall provide access to facilities as needed for insect and pest control purposes.

31.2 Recycling and Energy Conservation

Submit a description of Contractor's sustainability program including, but not limited to:

Contractor shall make a commitment to recycling that, at a minimum, matches and evolves with the University's recycling program, and actively participate in initiatives created by the University's Sustainability Committee.

Contractor shall incorporate biodegradable and recyclable products and containers into its daily dining operation to the extent feasible.

The Contractor shall recycle food, packaging and other items to the extent that there are available markets and outlets for the items.

31.3 ITS Requirements

Communication cabling for the UNO data network must be authorized by UNO Information Technology Services and must meet current UNO data cabling standards.

Any communication cabling within UNO buildings for a private or corporate network must meet current UNO data cabling standards and must be installed by a UNO Information Technology Services approved contractor.

Contractor is responsible for support and customizations of POS devices at food service locations. UNO Information Technology Services will provide network connectivity to POS devices.

Contractor is to comply with the Payment Card Industry Data Security Standard (PCI DSS); no Primary Account Number (PAN) is stored, processed or transmitted on the UNO data network.

UNO Information Technology Services staff serves as administrators of the CBORD system in support of meal plans and SVC (points). Implementation of new or additional functionality and/or applications in support of the campus food service will be coordinated with Information Technology Services.

Planning and deployment of new software applications is dependent on the availability of UNO technical staff in Information Technology Services and the availability of a UNO Information

Technology Services approved third-party software developer to write interfaces. Any costs will be paid by the successful Contractor.

UNO Information Technology Services Helpdesk is not responsible for the support of hardware and software not owned or licensed by UNO.

Contractor's staff utilizing UNO technology resources, including the UNO network and UNO email, are required to abide by all UNO policies. These policies can be viewed at <https://www.unomaha.edu/campus-policies/index.php>.

32. IMPLEMENTATION/DELIVERY TIMELINE

The successful Contractor's operation of the UNO Dining Services will fully transition no later than January 3, 2023

Currently, UNO Food Services and Catering uses various methods and metrics to assess success and continuous improvement. Contractor shall provide reporting and a continuous improvement plan which would include benchmarking, assessment and collaborative work with UNO.

Exhibit B: Bid Response

RFP#3640-22-5010 UNO Food Service Provider

OPTION 2

	SODEXO - 9 YEAR OPTION		
BRAND RECOGNITION	STARBUCKS, CHICK-FIL-A, QDOBA (& SODEXO BRANDS)		
CONTRACT TERM LENGTH	9 Year Term		
	Total Projected Revenue	Variable Commissions	UNO Return
Anticipated TOTAL Gross Sales	\$ 56,050,102.51		\$ 4,130,848.82
Projected Annual Gross Sales	Projected Revenue		UNO Return
Year One Estimate	\$5,168,214.30	\$266,891.07	\$2,516,643.85
Year Two Estimate	\$5,452,466.09	\$308,107.58	\$55,903.99
Year Three Estimate	\$5,725,089.39	\$347,637.96	\$96,435.30
Year Four Estimate	\$6,011,343.86	\$389,144.86	\$138,993.17
Year Five Estimate	\$6,251,797.61	\$424,010.65	\$174,741.79
Year Six Estimate	\$6,486,240.03	\$458,004.80	\$209,596.69
Year Seven Estimate	\$6,729,474.03	\$507,042.18	\$259,527.09
Year Eight Estimate	\$6,981,829.30	\$558,775.01	\$312,186.44
Year Nine Estimate	\$7,243,647.90	\$612,447.82	\$366,820.51
Year Ten Estimate	n/a		
Year Eleven Estimate	n/a		
Year Twelve Estimate	n/a		
Year Thirteen Estimate	n/a		
Year Fourteen Estimate	n/a		
Year Fifteen Estimate	n/a		
TOTALS		\$3,872,061.94	\$458,983.20
Capital Amortization (0% interest)		interest rate	Amortization Exp
Year One Estimate	\$2,450,000.00	0.00%	-\$272,222.22
Year Two Estimate	n/a	0.00%	-\$272,222.22
Year Three Estimate	n/a	0.00%	-\$272,222.22
Year Four Estimate	n/a	0.00%	-\$272,222.22

Year Five Estimate	n/a	0.00%	-\$272,222.22
Year Six Estimate	n/a	0.00%	-\$272,222.22
Year Seven Estimate	n/a	0.00%	-\$272,222.22
Year Eight Estimate	n/a	0.00%	-\$272,222.22
Year Nine Estimate	n/a	0.00%	-\$272,222.22
Year Ten Estimate	n/a	0.00%	n/a
Year Eleven Estimate	n/a	0.00%	n/a
Year Twelve Estimate	n/a	0.00%	n/a
Year Thirteen Estimate	n/a	0.00%	n/a
Year Fourteen Estimate	n/a	0.00%	n/a
Year Fifteen Estimate	n/a	0.00%	n/a
Capital Investment	\$2,450,000.00	0%	(\$2,450,000.00)
Fixed Assets Investment	\$13,000.00		
Opening Costs	\$40,000.00		
Annual In-Kind Contributions	Annual Contribution	# of years	Total Contribution
Chancellor Catering Fund		9.00	\$0.00
Student Support Catering Fund		9.00	\$0.00
Pre-Season Student Meals		9.00	\$0.00
Food Insecurity Support		9.00	\$0.00
Sustainability Fund		9.00	\$0.00
Total In-Kind Contributions			\$ -
Annual Commission Rate Based on Total Gross Sales - All Non-contract Sales	% Per Incremental Revenue		
TIER 1	\$0-2,500,000		0.00%
TIER 2	\$2,500,001-\$4,500,000		8.50%
TIER 3	\$4,500,001-\$6,500,000		14.50%
TIER 4	\$6,500,001-\$8,500,000		20.50%
TIER 5	\$8,500,001 and higher		26.50%
TIER 6	n/a		n/a
MavCard Commission Rate	2.50%		
Year One Estimate	\$18,975.00		
Year Two Estimate	\$20,018.63		
Year Three Estimate	\$21,019.56		
Year Four Estimate	\$22,070.53		

Year Five Estimate		\$22,953.36		
Year Six Estimate		\$23,814.11		
Year Seven Estimate		\$24,707.14		
Year Eight Estimate		\$25,633.65		
Year Nine Estimate		\$26,594.91		
Year Ten Estimate		n/a		
Year Eleven Estimate		n/a		
Year Twelve Estimate		n/a		
Year Thirteen Estimate		n/a		
Year Fourteen Estimate		n/a		
Year Fifteen Estimate		n/a		
MavCard Commission				
Total		\$205,786.88		

Exhibit C: Transition Meeting and Expectations Sessions

Transition Meetings

Transition meetings shall be held prior to opening a new account or starting a new service on an existing account.

Objectives:

1. Convert individual University expectations into one set of prioritized institutional expectations.
2. Implement the new service in accordance with University's expectations.
3. Create a solid foundation upon which to build long lasting and mutually beneficial relationships.
4. Articulate and gain consensus of Contractor's objectives and expectations from the business relationship.

Participants:

University: University liaison(s) and at least one of the following executives: Director of Auxiliary Services, Assistant Vice Chancellor for Business and Finance

Contractor: Sales Director, District Manager responsible for the contract and (if identified) the [General Manager] ultimately responsible for Contractor's performance. Vice Presidents and other company executives should attend as determined by the Parties.

Expectations Sessions

Expectations sessions are annual meetings requiring the attendance of all key stakeholders who have an interest in the Services under this Agreement. Expectation sessions shall be held regularly throughout the contract term with at least one per contract year.

Objectives:

1. Share satisfaction results, financial performance, successes and challenges from the previous year.
2. Review expectations from the previous year and establish expectations for the next year.
3. Develop a proposed plan of initiatives, strategies and innovations to ensure Contractor is aligning its service delivery with the expectations of University for the next year.

Participants:

The Parties shall mutually agree upon the participants for each expectations session.

Exhibit D: MavCARD Services Cardholder Agreement

Definitions

The terms “you” and “your” in this agreement refer to the person whose name and image appear on the University of Nebraska at Omaha MavCARD. The terms “we” and “University” refer to the University of Nebraska at Omaha. The term “card” refers to the MavCARD.

The card is designed to be a permanent identification card for students and/or faculty and staff. It is valid as long as the cardholder is registered and/or employed at the University of Nebraska at Omaha. The card is issued to faculty, staff, and students of the University of Nebraska at Omaha, under the following terms and conditions as these constitute obligations between you and the University of Nebraska at Omaha.

Use and Ownership of the Photo ID card

You are the only person authorized to use your card. The card is non-transferable and is the property of the University. It is the cardholder’s responsibility to protect and maintain the condition of his/her card. This card is for the purpose of identification and transaction of the University of Nebraska at Omaha’s business. It should be carried when on University property and presented upon request. Your card may be cancelled or revoked by the University at any time and must be returned to MavCARD Services upon request. The card must be treated with care. You may not attach items (i.e. stickers, etc.) or punch holes in the card. The replacement fee for a damaged card is \$15.00. (Effective July 1, 2018)

Privacy Statement

Personal information collected for the card, including your image, will only be used for University purposes and within established guidelines. Please also view our Photo Release Policy. Data collected on the use of the University facilities and services by an individual cardholder will be treated in the same manner. Information regarding the cardholder will not be provided to third parties unless required by law or with the written permission of the cardholder.

Lost or Stolen Cards

The cardholder is responsible for immediately reporting a lost or stolen card. Reports must be made either in person or by phone by calling 402.554.2220. The University is not responsible for the use of a lost or stolen card. Once the card is reported lost or stolen, we will deactivate your card on campus. Once a card has been replaced due to loss or theft, it cannot be reactivated should it be found at a later date. The replacement fee for lost or stolen cards is \$15.00. (Effective July 1, 2018)

Declining Balance

Money placed in your account with MavCARD Services creates a prepaid services declining balance account (called MavMONEY). You may use your card as a declining balance card where accepted on & off campus, provided funds are available in your account. Funds deposited in your account are non-transferable. Funds can be added to your account in person at MavCARD Services during regular business hours (Monday – Friday 8 A.M.to 5 P.M., except holidays; business hours are subject to change without notice).

Accepted forms of payment are cash, check, Master Card, Visa, Discover, and American Express. Funds can be added to your account at a MavMONEY Cash to Card machine on campus. If you attempt to use

your card when there are insufficient funds available, the transaction will be denied. Deposits will be posted to the cardholder's account for immediate use. There is no earned interest associated with your account. The cardholder is responsible for deposits made by credit card or check that does not clear as well as purchases made against the deposit.

Returned checks and rejected charge card transactions will be immediately removed from your account. The cardholder will be charged a \$30 fee for each returned check, which may be assessed directly against your declining balance account. The University reserves the right to place accounts on hold in the event a deposit is returned or rejected.

You are responsible for use of the card in accordance with instructions at each location where the MavCARD is accepted. Debits resulting from your failure to properly utilize the card are your responsibility as the cardholder.

Debiting your Account, Refunds, and Deactivation

The University will not debit your account other than in accordance with transactions authorized through the use of your card or as permitted under the terms of this agreement. MavCARD Services will provide account history only when requested in person by the cardholder. No periodic printed statements are issued for the account. The cardholder must report any suspected account errors within 30 days of the transaction date in question.

If your declining balance account has no activity for a period of two (2) years, you agree that the amount in the declining balance account will be forfeited to the University and shall become the property of the University.

No cash withdrawals from the card account are permitted. A cardholder who wishes to deactivate his or her account or is no longer a student or employee of the University for any reason, including withdrawal from the University, graduation, or termination of employment, may request a refund of his/her account balance, subject to an administrative fee of \$10.00. No refunds will be issued if the balance is less than \$15.00. The refunds will be processed and mailed within two weeks to your permanent address as it appears in the University's records. No refunds, other than those described in this paragraph, will be issued to cardholders.

MavCARD Services is located in the Milo Bail Student Center, 2nd Floor. The card office phone number is 402.554.2220.

Change to the Terms

The University reserves the right to amend the terms of the MavCARD and declining account balance account program by posting or displaying such amendments in MavCARD Services, on the MavCARD Services website, or by other reasonable means of notice, and you shall be bound by such amendments from the date they become effective.

Cardholder's Consent

By adding money to your account, the cardholder agrees to the terms and conditions of this Cardholder's Agreement.

Cessation of the MavCARD or Declining Balance Account Program

The University may, for any reason, decide to discontinue the MavCARD and/or the declining balance account program or transfer its administration to an entity the University deems qualified to manage the program. In such an instance, you will be given a refund of any account balance remaining on the date of discontinuation or be permitted to transfer your balance to the new administrator, if any. Any funds not claimed or transferred within two years of the cessation of the declining balance account program described in this agreement shall be forfeited to the University and shall become the property of the University.

Governing Law

This agreement shall be governed in accordance with the laws of the State of Nebraska.

Exhibit E: Exclusive Rights Agreements

Beverages Rights Licensing Agreement: Pepsi Beverages Company

Food and Snack Vending Service Agreement: Treat America Food Services

Catering Agreement: Affairs Remembered Inc. d/b/a Catering Creations (only applies to Thompson Alumni Center)

TO: The Board of Regents Addendum XI-B-13
Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Interlocal Cooperation Agreement with Douglas County related to public safety

RECOMMENDED ACTION: Approval of an Interlocal Cooperation Agreement between DC and UN granting dispatchers and law enforcement officers of the Department of Public Safety for the campuses at the University of Nebraska at Omaha and University of Nebraska Medical Center campuses (UNDPS) to utilize radio communication system of DC to communicate directly with the DC 911 Center

PREVIOUS ACTION: None

EXPLANATION: It is in the best interest of the UNO and UNMC campuses and the citizens of Omaha and Douglas County to allow UNDPS to install and operate its respective subscriber units and other communications equipment. By having a similar Interlocal Agreement, UNDPS will have access and use of the DC Communications Department and 911 Center, allowing greater connectivity and emergency response operations afforded law enforcement officers employed by Omaha Police Department, Douglas County Sheriff's Office.

This Agreement will continue for a term of five years and may be renewed by the Parties for one additional five-year term.

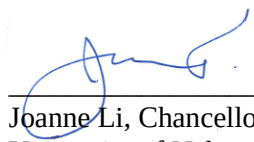
This item has been reviewed by the Business and Finance Committee.

PROJECT COST: One-time funds: \$70,000
Yearly Use and Connectivity Fee \$5,000 annually

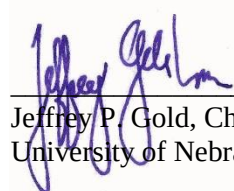
SOURCE OF FUNDS: Cost to be split between UNO and UNMC Public Safety Budgets.

SPONSORS: Carol A. Kirchner Anne C. Barnes
Vice Chancellor for Vice Chancellor for Business,
Business and Finance Finance, and Business Development

RECOMMENDED:



Joanne Li, Chancellor
University of Nebraska at Omaha



Jeffrey P. Gold, Chancellor
University of Nebraska Medical Center

DATE: November 4, 2022

INTERLOCAL COOPERATION AGREEMENT

BETWEEN

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA FOR THE
UNIVERSITY OF NEBRASKA AT OMAHA AND
THE UNIVERSITY OF NEBRASKA MEDICAL CENTER**

AND

DOUGLAS COUNTY, NEBRASKA

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA FOR
THE UNIVERSITY OF NEBRASKA AT OMAHA AND THE UNIVERSITY OF
NEBRASKA MEDICAL CENTER
AND
DOUGLAS COUNTY, NEBRASKA RELATING TO A LAND MOBILE SYSTEM
SHARING AGREEMENT**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is entered into this _____, 2022, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate, for the **UNIVERSITY OF NEBRASKA AT OMAHA** and the **UNIVERSITY OF NEBRASKA MEDICAL CENTER**, ("NU"), and **DOUGLAS COUNTY, NEBRASKA**, a political subdivision of the State of Nebraska on behalf of the Douglas County Communications Department ("Douglas County"), (individually a "Party" and, together, the "Parties"). Said Agreement shall be effective upon the execution by the last Party ("Effective Date").

RECITALS

WHEREAS, NU, is a public institution of higher education established under Neb. Rev. Stat. §85-101, et seq., and

WHEREAS, Douglas County is a political subdivision of the State of Nebraska that, among other functions, carries out emergency response activities through the Douglas County Communications Department and its 911 Center; and

WHEREAS, NU requires reliable communications systems to support its daily activities; and

WHEREAS, Douglas County operates in support of its emergency response operations a 700/800 MHz land mobile radio system licensed in the Public Safety Radio Service within the borders of Douglas County; and

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. (Reissue 2012) enables separate public agencies of the State to cooperate with one another on the basis of mutual advantage and thereby provide services in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq. the Parties wish to enter into a contract to allow NU to access certain Douglas County equipment in order to carry out its respective operations in a more efficient and effective fashion; and

WHEREAS, such an agreement falls within the intent and purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 through 13-827; and

WHEREAS, each Party has authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NU and Douglas County agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are defined:

(a) "Channel(s)" shall mean any available frequency which is determined by the FCC now or that could be licensed in the future – for example, 700 MHz, 800 MHz, 900 MHz, etc.

(b) "Douglas County Licensed Frequencies" shall mean the communication frequencies in effect and duly licensed to Douglas County by the Federal Communications Commission ("FCC").

(c) "Douglas County Sites" shall mean the communication sites and equipment owned and operated by Douglas County.

(d) "Douglas County System" shall mean the entire 700/800 MHz land mobile radio system owned and operated by Douglas County in support of its emergency response operations, including but not limited to the Master Site Equipment and Douglas County Sites.

(e) "Force Majeure" shall have the meaning set forth in section 15 hereof.

(f) "Master Site Equipment" shall mean the Douglas County equipment identified in the ORION Agreement. Master Site Equipment means equipment identified in the ORION Agreement and physically located at the Master Site, but excludes any equipment that may be co-located at or with the Master Site Equipment but benefits less than all the ORION Parties, for example, including but not limited to siren equipment. In the event of a question or discrepancy regarding the inclusion of equipment in the Master Site Equipment, Douglas County shall be the final authority as to what equipment is included. Without limiting the foregoing, Douglas County may update, modify and/or alter at any time and for any reason the equipment included in Master Site Equipment.

(g) "Master Site" shall mean the physical location of the Master Site Equipment which is currently located at 3603 North 156th Street Omaha Nebraska 68116.

(h) "Radio User License" shall mean the licenses required by Motorola for each 1000 users.

(i) "Security Update Services Agreement" shall mean an agreement entered into by Douglas County with Motorola or other vendor, if another vendor is contracted with to provide these services in the future for the security services.

(j) "Subscriber Units" shall mean each mobile, portable, handset control station and radio consoles that have a specific radio identification number. A single radio console will be treated as one Subscriber Unit for purposes of determining costs. All subscriber units utilizing the Douglas County infrastructure under this Agreement will be counted as Douglas County subscribers of the Douglas County System for purposes of determining costs.

(k) "System Upgrade Agreement or SUA" shall mean an agreement entered into by Douglas County with Motorola or other vendor, if another vendor is contracted with to provide these services in the future, for any required software upgrades.

2. Frequencies and Compliance.

2.1 The Douglas County Licensed Frequencies are in good standing with the FCC.

2.2 Each Party shall remain the licensee of its respective FCC frequencies and the owner of its respective communications system, sites, facilities, equipment and Subscriber Units during the term of this Agreement. Notwithstanding any other provision in this Agreement, each Party shall retain and exercise full control and ownership over its respective FCC frequencies, system, sites, facilities, equipment and Subscriber Units.

2.3 The Parties shall comply with all applicable statutes, ordinances, regulations, administrative or judicial orders, and other legal requirements, including but not limited to regulations and orders of the FCC, and shall cooperate reasonably with each other to maintain such compliance under this Agreement.

3. Master Site Equipment and Infrastructure.

3.1 Douglas County will continue to operate and maintain the Douglas County System. The operation will be as specified by Douglas County and in the ORION Agreement.

3.2 Each Party shall be responsible for the purchase, replacement and repair of the Subscriber Units required for its own communications operations.

4. Shared Use of Douglas County System.

4.1 The Parties shall share the use of the Douglas County System in accordance with and subject to the terms and conditions of this Agreement.

4.2 NU may install and operate its respective Subscriber Units and other communications equipment so that such equipment has access to and use of the Douglas County System subject to this Agreement.

4.3 The Parties shall share responsibility for costs related to the operation of the Douglas County System in accordance with and subject to the terms and conditions of this Agreement..

4.4 NU shall comply with the ORION Operating Guidelines.

4.5 Each Party shall be responsible for its own additional radio user license costs incurred during the Term of this Agreement.

5. Use of Shared Systems.

5.1 NU's ability to access and use the Douglas County System may be revoked for any reason at any time at the sole discretion of Douglas County and upon written notice to NU. Written notice may be provided via email and failure to give notice will not impose any liability upon Douglas County. Without limiting the foregoing, Douglas County may limit, condition, or suspend NU's use without notice, in whole or in part, of Douglas County System in the event that such use, in the sole judgment of Douglas County:

(a) impairs the system use of any public safety agency or authorized user on the Douglas County System;

(b) is equal to or greater than 10% (ten percent) of the Douglas County System's full capacity and NU's usage impairs the system use of any public safety agency or authorized user on the Douglas County System. Douglas County shall notify NU immediately upon discovery that NU's usage is equal to or greater than 10%;

(c) results in a violation of a FCC rule or requirement or other applicable rule, regulation or law;

(d) if the busy threshold per call exceeds 20 seconds or more than one day per month. The Parties will work in good faith to provide resolutions to reduce the busy threshold per call to 20 or fewer seconds; or

(e) NU's use exceeds the scope of this Agreement or any applicable rule, regulation, law, policy or agreement, including but not limited to a Mutual Aid Agreement.

5.2 The Parties understand and agree that, Douglas County, in its sole discretion, taking into consideration reasons of efficiency, interoperability or otherwise, may allow other entities use of or access to the Douglas County System. NU shall cooperate to take any appropriate steps to effect the addition of such other entities under a non-disruptive framework.

6. Technical Support and Maintenance.

6.1 NU agrees that Douglas County will be solely responsible for determining the maintenance provided for the Douglas County System and that NU will share the costs of that maintenance using the below listed formulas. The following definitions apply:

6.1.a D = Number of Douglas County radio subscribers.

6.1.b M = Number of NU radio subscribers.

6.1.c T = Total of radios for Douglas County and NU.

6.1.d S = Total number of radio subscribers on the Douglas County System supported by the Master Site.

6.2 NU's share of maintenance and System Upgrade Agreement or SUA costs and Security Update Services Agreement for Douglas County only infrastructure shall be based on a percentage derived from M divided by T times the cost of service. $((M/T) \times \text{cost of service})$.

6.3 NU also agrees to share in Douglas County's costs for the maintenance for the Master Site Equipment, including but not limited to the SUA and Security Update Services Agreement. These maintenance costs for the Master Site Equipment are determined by the total number of NU subscribers M divided by S. The cost of the service will then be multiplied by the resulting percentage. $((M/S) \times \text{cost of service})$.

6.4 System Administration Services Fees. NU's share of System Administration Services Fees shall be determined by the total number of NU subscribers M divided by S. The cost of the service will then be multiplied by the resulting percentage. $((M/S) \times \text{cost of service})$.

6.5 Annual Maintenance Fees. NU will be responsible for maintaining the subscriber equipment and other equipment purchased by NU and is free to negotiate that service. NU will also be responsible for maintaining its Subscriber Units. Other maintenance will be provided as specified in this Agreement.

7. Upgrade Costs.

7.1 In the event that Douglas County determines that the Douglas County System must be upgraded, Douglas County will use reasonable efforts to notify NU twelve (12) months in advance or within a reasonable time if twelve (12) months' notice is not possible. NU will receive a copy of projected costs for the upgrade. The portion of costs that NU will be responsible for will be determined by using the formula specified in paragraph 6.3 of this Agreement.

7.2 The Parties shall use reasonable measures to plan for and budget all upgrades on or before May 30 of the year preceding the year in which the upgrades are to be completed.

8. Administration.

8.1 NU shall designate one technical representative who is familiar with NU's technical communication operations and Douglas County shall also designate a technical

representative (each, a "Technical Representative"). NU's Technical Representative shall become the point of contact for Douglas County Communications and its Technical Representative, to resolve any radio issues. Either Party may change a Technical Representative at any time by written notice to the other Party's Technical Representative, which includes e-mail notices.

8.2 With respect to operation of the Douglas County System and users other than NU, Douglas County shall be NU's representative.

8.3 Douglas County will be responsible for addressing any issues to ORION.

8.4 NU will adhere to the ORION Operating Guidelines with respect to use of the Douglas County System. Douglas County will provide these guidelines to NU. Douglas County will also provide to NU within a reasonable time the ORION Operating Guidelines if / when these are revised.

8.5 Douglas County shall adjust the cost, on an annual basis, to reflect any change in the subscriber percentage or changes in other variables as defined herein.

8.6 On or before the fifth (5th) day of each January, Douglas County shall submit a dated invoice to NU for payment setting forth: (a) a charge for fees as established pursuant to Section 6 of this Agreement; (b) any charges for upgrade costs established pursuant to Section 7 of this Agreement; and (c) any other charges owed by NU to Douglas County pursuant to the terms of this Agreement. NU shall pay all portions of such invoices within thirty (30) days of the date thereof. If NU wishes to dispute a portion of the invoice, payment may not be withheld. However, NU may promptly notify Douglas County in writing of any disputed amounts.

8.7 Any disputes regarding the invoices that are not resolved shall be subject to the dispute resolution process as set forth herein.

8.8 In the event that a dispute arises under this Agreement, the Party raising such claim shall submit written notice to the other Party, whereupon representatives of each Party promptly shall meet in an effort to resolve the dispute. If, after thirty (30) days from that written notice, no resolution can be reached, then the dispute shall be submitted by the Parties to nonbinding mediation using a neutral mediator selected by the Parties, with the mediator costs to be shared equally by the Parties. The mediation shall be scheduled no later than thirty (30) days after notice (the "Mediation Notice") that the dispute has not been resolved by the Parties. If, within ten (10) days of the Mediation Notice, the Parties cannot agree on the selection of a neutral mediator, or if mediation is not successful within thirty (30) days of the first scheduled date of the mediation, then either Party may initiate an action to adjudicate the dispute.

8.9 Any decision that will require payment that is not covered in this Agreement shall require written approval from each Party prior to committing any funds. Thereafter, the invoices shall be presented to the respective Parties for payment.

9. Term and Termination.

9.1 Unless sooner terminated in accordance with this Agreement, the Initial Term of this Agreement shall be five (5) years, commencing on the Effective Date and terminating at midnight on the last day of the month in which the 5th anniversary of the Effective Date shall have occurred ("Initial Term"). This Agreement may be renewed by the Parties in writing after the Initial Term, for a term of five (5) years ("Renewal Term").

9.2 If the Defaulting Party, after receiving written notice from the other Party of the alleged breach fails to cure as provided in Section 21, then the Non-Defaulting Party may terminate this Agreement by giving written notice setting forth the effective date of termination, which shall not be less than one hundred eighty (180) days and within two hundred seventy (270) days after the date such termination notice is delivered to the alleged defaulting Party. However, if NU's default is a failure to make any payment, Douglas County may terminate this Agreement by giving thirty (30) days' written notice.

9.3 Either NU or Douglas County may terminate this Agreement upon thirty (30) days written notice in the event of a change in law or FCC action (hereinafter a "Change in Law") that eliminates or precludes either Party from performing its obligations under this Agreement.

9.3.1 In the event of termination of the Agreement due to a Change in Law, the Parties agree to cooperate so as to minimize the impact of termination on their operations. Such termination shall take effect and be completed within two hundred seventy (270) days of notice or sooner if required by law.

9.4 A "Terminating Party" may terminate this Agreement at any time for any reason by providing the "Non-terminating Party" with not less than one hundred eighty (180) days' written notice.

9.5 In the event of a termination, NU shall remain liable for its respective share of all costs as provided under this Agreement, until the effective date of the Termination. In addition and in the event that NU has pre-paid any portion of a year, except in the event of NU's termination due to a material breach of this Agreement by Douglas County, Douglas County will not pro-rate and refund a portion of a year in the event of a termination.

10. Insurance.

10.1 NU shall maintain comprehensive General Liability insurance or self-insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate.

10.2 In addition, NU also carries and will maintain excess general liability insurance with a limit of \$30,000,000 per occurrence and \$30,000,000 annual aggregate

10.3 NU agrees to provide and maintain throughout the term of this Agreement, and at its own expense, adequate statutory Nebraska workers' compensation insurance through participation in the State of Nebraska's Self-Insured Workers' Compensation Plan.

10.4 NU shall provide a copy of the University of Nebraska Self-Insurance Trust Fund Statement evidencing such coverage upon demand of Douglas County. All insurance documents and insurance notifications shall be sent to:

Douglas County Purchasing Agent
902 Civic Center, 1819 Farnam St.
Omaha NE 68183.

Douglas County does not represent in any way that the insurance specified herein, whether in scope of coverage or limits, is adequate or sufficient to protect NU or its interests. NU is solely responsible to determine its need for and to procure additional coverage which may be needed in connection with this Agreement. The procuring of insurance as required by this Agreement shall not be construed to limit NU's liability hereunder or to fulfill the indemnification provisions of this Agreement.

11. Representation and Warranties of NU.

11.1 NU warrants to Douglas County that the statements contained in this Section 11.1 are true, correct and complete as of the Effective Date of this Agreement:

(a) Organization of NU. NU is a public institution of higher education duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. NU has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) Noncontravention. To the best of NU's knowledge and belief, neither the execution and the delivery of this Agreement nor the completion of the obligations or actions of NU under this Agreement will:

(1) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body with jurisdiction over NU or any court to which NU is subject or any provision of NU's petition for creation or applicable regulations; or

(2) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any entity or individual the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which NU is a party or by which it or its property are bound.

(d) Notice of Agreement by NU. To the best of NU's knowledge and belief, NU does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, NU will obtain it.

(e) Legal Compliance. To the best of NU's knowledge and belief, NU has complied with all applicable laws relating to the operation of the NU Subscriber's Units and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against NU alleging any failure to so comply.

12. Representations and Warranties of Douglas County.

12.1 Douglas County warrants to NU that the statements contained in this Section 12.1 are true, correct and complete as of the Effective Date of this Agreement:

(a) Organization of Douglas County. Douglas County is a political subdivision of the State of Nebraska, duly organized, validly existing and in good standing under the laws of the State of Nebraska.

(b) Authorization of Transaction. Douglas County has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder.

(c) Noncontravention. To the best of Douglas County's knowledge and belief, the execution and the delivery of this Agreement will not violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any federal, state, or local governmental body having jurisdiction over Douglas County or any court to which Douglas County is subject.

(d) Notice of Agreement by Douglas County. To the best of Douglas County's knowledge and belief, Douglas County does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any governmental body in order for the Parties to consummate the transactions contemplated by this Agreement or for the Parties to fulfill their respective obligations hereunder. If any such notice, filing, authorization, or consent is required, Douglas County will obtain it.

(e) Legal Compliance. To the best of Douglas County's knowledge and belief, Douglas County has complied with all applicable laws relating to the operation of the Douglas County System.

(f) Notwithstanding any provision to the contrary, Douglas County does not represent or warrant that NU's use of the Douglas County System will be uninterrupted, error-free or free of security vulnerabilities, or that NU's use of the services provided herein will meet NU's business or operations needs or requirements.

(g) DISCLAIMER OF OTHER REPRESENTATIONS AND WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DOUGLAS COUNTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF CUSTOM OR USAGE OF TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. DOUGLAS COUNTY MAKES NO WARRANTY AS TO ANY GOODS FURNISHED OR LICENSED OR SERVICES PERFORMED HEREUNDER.

13. Indemnification.

13.1 Subject to the provisions in Section 14 (Limitation of Liability) each Party shall assume all risk of loss, indemnify the other against loss, and hold the other, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, causes of action, fines, settlements or judgments and all reasonable expenses incident thereto, including but not limited to legal fees, for injuries to persons and for loss of, damage to, or destruction of property, arising out of or in connection with this Agreement and proximately caused by the indemnifying Party's negligent acts or omissions or those of its officers, employees or agents, and assigns, for any losses caused by failure of the indemnifying Party to comply with terms and conditions of the Agreement, provided that the indemnified Party gives the indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The Indemnified Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These indemnification provisions are not intended to waive a Party's sovereign immunity.

14. Limitation of Liability.

14.1 Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, Douglas County shall not have any liability and shall not be liable to NU for:

- (a) the failure or loss of use of the Douglas County System;
- (b) the failure or loss of use of any other system that interacts with the Douglas County System;
- (c) Transmission interruption, degradation of service, failure of connectivity, security vulnerabilities or security events (including but not limited to hacking of the Douglas County System);
- (d) Disruption of or damage to NU's or third parties' systems, equipment, hardware, software, data, including but not limited to denial of access to users; and/or

(e) Availability or accuracy of any data available or interpretation, use or misuse thereof.

14.2 Notwithstanding any provision of this Agreement to the contrary and although the Parties acknowledge the possibility of such losses or damages, neither Party shall be liable to the other for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue.

14.3 Notwithstanding any provision of this Agreement to the contrary, a Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act, the Nebraska State Tort Claims Act or other applicable provisions of law.

14.4 Nothing contained herein shall operate as a limitation on the right of either Party hereto to bring an action for damages against any third party, including but not limited to claims for special, incidental, indirect, punitive or consequential damages, based on any acts or omissions of such third party.

14.5 These limitations of liability shall survive the expiration or termination of this Agreement.

15. Force Majeure.

Except as may be otherwise specifically provided in this Agreement, neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; pandemic; fiber, cable, conduit or other material failures, shortages or unavailability or other delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; lack of or delay in transportation; changes to any of the following: government codes, ordinances, laws, rules, regulations or restrictions, as to which either Party's compliance is necessary to carry out the terms and conditions of this Agreement; war or civil disorder; pandemic; or any other cause beyond the reasonable control of such Party. The Party claiming relief under this Section 15 shall promptly notify the other in writing of the existence of the event relied on and then the cessation or termination of said event.

16. Assignment.

16.1 This Agreement is exclusive to the Parties and neither Party shall assign, encumber or otherwise transfer ("Assignment") this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any attempted Assignment without such consent shall be void and shall constitute a material breach of contract. Any assignee or transferee shall continue to be subject to all of the provisions of this Agreement, unless otherwise agreed to in writing by the non-assigning Party.

16.2 Any and all additional fees, charges, costs or expenses which result from any permitted Assignment of this Agreement by a Party, shall be paid by such Party.

16.3 This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and each of their respective successors and permitted assigns.

17. Confidentiality.

17.1 NU and Douglas County hereby agree that if either Party provides confidential or proprietary information ("Proprietary Information") to the other Party, such Proprietary Information shall be held in confidence, and the receiving Party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party.

17.1.1. Intentionally omitted.

17.1.2. The Parties acknowledge and agree that information disclosed by either Party to the other in connection with or pursuant to this Agreement shall be deemed to be Proprietary Information, provided that written information is clearly marked in a conspicuous place as being confidential or proprietary.

17.1.3. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing Party, shall be used by the receiving Party only for the intended purpose, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Proprietary Information shall not be reproduced except to the extent necessary to accomplish the purpose and intent of this Agreement, or as otherwise may be permitted in writing by the disclosing Party.

17.2 The foregoing provisions of section 17.1 shall not apply to any Proprietary Information which (i) becomes publicly available other than through the receiving Party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation, including federal and state public records laws; (iii) is independently developed by the receiving Party; (iv) is publicly disclosed by the disclosing Party; (v) the disclosing Party authorizes in writing public disclosure; (vi) is already known to the receiving Party without restriction when it is disclosed; or (vii) becomes available to the receiving Party without restriction from a third party. The receiving Party may disclose Proprietary Information to establish rights or obligations under this Agreement, provided that, to the extent permitted by law, the receiving Party gives the disclosing Party reasonable prior written notice sufficient to permit the disclosing Party an opportunity to contest such disclosure. The receiving Party will reasonably cooperate with disclosing Party to prevent the disclosure or obtain continued protection of the Proprietary Information once disclosed to the requesting jurisdiction. The disclosing Party shall bear all costs, expenses,

damages or liabilities in any way related to the refusal to disclose or attempt to prevent disclosure. The Parties acknowledge and agree that this Agreement and related invoices are a public record and are not Proprietary Information.

17.3 Notwithstanding Subsections 17.1 and 17.2 of this Section 17, either Party may disclose Proprietary Information to its employees, agents, and legal and financial advisors and providers to the extent necessary or appropriate in connection with the negotiation and/or performance of this Agreement, provided that each such Party is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.

17.4 Neither Party shall issue any public announcement or press release relating to the execution of this Agreement without the prior approval of the other Party, which approval shall not be unreasonably withheld or conditioned or delayed; provided, however, that any Party may make any announcement or press release upon as much notice to the other Party as is reasonably practicable if the same is required by law or by the rules or regulations of a Governmental Authority.

17.5 Notwithstanding the foregoing, the receiving Party may retain copies of Proprietary Information in accordance with its routine backup procedures and these confidentiality obligations shall apply to such Proprietary Information so long as it is retained by the receiving Party.

17.6 The provisions of this Section 17 shall survive expiration or termination of this Agreement.

18. Notices.

Except for any notice required under applicable law to be given in another manner, any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be either (i) delivered personally, (ii) sent by facsimile transmission with subsequently transmitted confirmation of receipt, (iii) sent by overnight commercial air courier (such as Federal Express), or (iv) mailed, postage prepaid, certified or registered United States mail, return receipt requested, to the Parties at the addresses or facsimile numbers hereinafter set forth:

To Douglas County:	Douglas County Emergency Communications Director Attn: Director 15335 West Maple Road, Ste. 101 Omaha, NE 68116 402-444-5800 Facsimile: 402-452-2697

with a copy to:	Douglas County Clerk

1819 Farnam Street
H08 Civic Center
Omaha, NE 68183
Facsimile: (402) 444-6456

To NU: Chief of Police
6001 Dodge Street, EAB 100
Omaha, NE 68182

with a copy to: General Counsel
3835 Holdrege Street
Lincoln, NE 68583.

Notice shall be in writing and shall be effective upon receipt. A Party's contact person or his/her contact information may be changed at any time by providing written notice of the updated information to the other Party.

In addition to the foregoing, each Party shall maintain a contact person throughout the Initial Term and any Renewal Term of this Agreement, and shall provide the other Party with the name, address, email address and telephone number of such contact person(s) for the purpose of expediting direct communications required or permitted under this Agreement.

19. Entire Agreement; Amendment.

19.1 This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. No representations were made or relied upon by either Party other than those that are expressly set forth herein.

19.2 This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each Party. Each such amendment shall state the date upon which it takes effect, except as provided herein.

20. Relationship of the Parties.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents or contractors perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Neither Party, nor its personnel, employees, agents, or contractors shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall

pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment, including without limitation claims of discrimination against a Party its officers, employees, agents, or contractors shall in no way be the responsibility of the other Party. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other, except as provided herein. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

21. Default and Remedies for Default.

21.1 NU Default. The occurrence of one or more of the following is an event of default by NU:

21.1.1 NU fails to perform or comply with any obligation, requirement or representation of this Agreement and the failure continues for thirty (30) days after written notice thereof is received or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, NU fails to commence all reasonable curative action within ten (10) days after written notice thereof is received by NU and NU fails to diligently and continuously prosecute curative action to completion.

21.1.2. NU fails to make payments as provided herein. Notwithstanding Section 15, NU's obligation to make payments will not be excused or extended by a Force Majeure event.

21.2 Remedies. If any event of a NU default occurs and is not cured as provided herein, Douglas County may, without further notice or limitation, immediately or at any time thereafter, take the following action(s):

(a) demand NU's obligation (if any) for outstanding fees or other financial obligations up to the time of termination and retain all payments made by NU up to the time of default.

(b) suspend NU's use of the Douglas County System, if NU fails to make payments as provided herein. Such a suspension will not relieve NU of its financial obligations under this Agreement.

(c) take any other action authorized by law or equity, or otherwise provided in this Agreement.

(d) terminate this Agreement as provided herein.

(e) No remedy herein conferred upon or reserved to Douglas County is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof, but any right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to Douglas County shall survive the termination of this Agreement.

21.3 Douglas County Default. The occurrence of one or more of the following is an event of default by Douglas County: Douglas County fails to perform or comply with any material obligation, requirement or representation of this Agreement and the failure continues for thirty (30) days after written notice thereof is received or, if the failure cannot be cured within thirty (30) days even with the exercise of all reasonable and diligent effort, Douglas County fails to commence all reasonable curative action within ten (10) days after written notice thereof is received by Douglas County and Douglas County fails to diligently and continuously prosecute curative action to completion.

21.4 Remedies. If any event of a Douglas County default occurs and is not cured as provided herein, NU may immediately or within a reasonable time thereafter, terminate this Agreement as provided herein and/or take any other action provided in this Agreement, at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof, but any right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to NU shall survive the termination of this Agreement.

22. Waiver of Terms and Conditions.

The failure of either Party to insist on strict performance of any covenants or conditions, or to exercise any option herein conferred on any one or more instances, shall not be construed as a waiver or relinquishment of any such covenant, condition, right, or option, but the same shall remain in full force and effect. For a waiver of a right or power to be effective, it must be in writing signed by an authorized representative of the waiving Party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. In addition, any act by a Party which it is not obligated to do hereunder shall not be deemed to impose any obligation upon that Party to do any similar act in the future or in any way change or alter any of the provisions of this Agreement.

23. Taxes and Fees.

Except as otherwise specifically provided herein, Douglas County and NU shall each pay any and all taxes, duties or similar assessments and franchise and other fees applicable to its respective interests under this Agreement, including, but not limited to, any sales, use or other excise tax.

24. Compliance With the Law.

Douglas County and NU shall at all times during the Initial Term and any Renewal Term comply with applicable federal, state and local laws and regulations, and shall secure certification from appropriate governmental authorities as required.

In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Parties agree that they shall not discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, national origin or similarly protected status of the employee or applicant. In addition and with respect to all subcontractors, the Parties shall require compliance with §48-1122. In the performance of this Agreement, each Party and all of its respective subcontractors shall not discriminate or permit discrimination in violation of any applicable federal or state laws or local ordinances

25. No Third Party Beneficiaries, Existing Rights of Others.

This Agreement is not intended to, nor shall it provide third parties (including, without limitation, any customers, contractors, students or employees of NU or any citizens within Douglas County and excluding any assignment pursuant to Section 16 (Assignment)) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege; except that the provisions of Section 13 (Indemnification) and Section 14 (Limitation of Liability) of this Agreement shall also inure to the benefit of a Party's employees, officers, agents, and any other benefited persons or entities specifically identified in the applicable section.

26. Severability.

In the event that any provision of this Agreement shall be held unconscionable, invalid, unenforceable or void for any reason by any tribunal or court of competent jurisdiction, it is agreed that the Parties shall negotiate in good faith to modify the provision in question, if possible, to eliminate any unconscionable, invalid, unenforceable or void terms and as modified shall be binding on the Parties hereto. The remaining provisions of this Agreement shall not be affected by the action of any tribunal or court and shall remain in full force and effect. If any provision cannot be modified as provided herein, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

27. Joint Work Product.

This Agreement is the joint work product of both NU and Douglas County; accordingly, in the event of any ambiguity, no presumption shall be imposed against or in favor of either Party by reason of document preparation.

28. Governing Law.

The validity, interpretation and enforcement of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska without giving effect to any choice or conflict of law provision that would cause the application of laws of any jurisdiction other than those of the State of Nebraska. In addition, all claims relating to or arising out of this Agreement, or the breach thereof, whether based in contract, tort or otherwise, shall likewise be governed by the laws of the State of Nebraska without giving effect to any choice or conflict of law provision as previously provided herein. Any dispute which has not been amicably resolved between the Parties shall be resolved according to the dispute resolution process identified in Section 8.8.

29. Employment Verification.

Pursuant to and in order to be in compliance with Neb. Rev. Stat. §4-114, each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

30. Public Benefits.

With regard to Neb. Rev. Stat. §§4-108 - 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§4-108 – 113.

31. Drug Free Workplace Policy.

Each Party assures the other that it has established and maintains a drug free workplace policy.

32. Interlocal Agreements compliance (Neb. Rev. Stat. §§ 13-801 - 827).

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act and in furtherance of this cooperative undertaking, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the Parties will resolve the conflict as provided herein. This Agreement does not contemplate acquiring, holding or disposing of joint property nor does it contemplate the levying or collecting of any tax.

33. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when so executed will be deemed to be an original and all of which taken together shall constitute one and the same Agreement. Signatures affixed by electronic means will have the same validity as manual signatures.

34. Authorized Representatives.

The Parties each represent and warrant that the signatory to this Agreement had authority to execute the Agreement and bind that Party.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective representatives, each thereunto duly authorized, on the Effective Date.

BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA FOR THE UNIVERSITY OF
NEBRASKA AT OMAHA AND THE
UNIVERSITY OF NEBRASKA MEDICAL
CENTER
("NU")

By:_____

Name: Walter D. Carter

Title: President

Date: _____

Attest: _____
Philip J. Bakken, Corporation Secretary

APPROVED AS TO FORM:

DOUGLAS COUNTY NEBRASKA
("DOUGLAS COUNTY")

By:_____

Name:_____

Deputy County Attorney

Title: Chairperson

C. REPORTS

1. Report on renaming the Master of Science in Education (MS Ed) in Community Counseling to the MS Ed in Clinical Mental Health Counseling within the Department of Counseling, School Psychology, and Family Science, in the College of Education at UNK, Addendum XI-C-1
2. Report on renaming the Bachelor of Arts in Education (BA Ed) in Early Childhood Unified to the BA Ed in early Childhood Inclusive within the Department of Teacher Education in the College of Education at UNK, Addendum XI-C-2
3. Report on renaming the Master of Arts in Education (MA Ed) in K-6 School Principalship to the MA Ed in School Principalship PreK-8 within the Department of Educational Administration in the College of Education at UNK, Addendum XI-C-3
4. Report on renaming the Bachelor of Science (BS) in Sports Administration/Sports Administration Comprehensive to the BS in Sports Management/Sports Management Comprehensive in the College of Education at UNK, Addendum XI-C-4
5. Report on renaming the Bachelor of Science (BS) in Information Networking and Telecommunications Comprehensive to the BS in Information Technology and Networking Comprehensive within the Department of Cyber Systems in the College of Business and Technology at UNK, Addendum XI-C-5
6. Report on renaming the Bachelor of Science (BS) in Aviation Systems Management Comprehensive to the BS in Aviation Comprehensive within the Department of Industrial Technology in the College of Business and Technology at UNK, Addendum XI-C-6
7. Report on revisions to rules and regulations for self-government organizations: University of Nebraska Graduate College, Addendum XI-C-7
8. Report on Five-Year Strategy Accountability Measures, Addendum XI-C-8
9. Report on Othmer-Topp Endowment Fund for year ended June 30, 2022, Addendum XI-C-9
10. Report on Gifts, Grants, and Bequests, Addendum XI-C-10
11. Report on Bids and Contracts, Addendum XI-C-11
12. Report on Quarterly Status of Capital Construction Projects, Addendum XI-C-12

TO:

The Board of Regents

Addendum XI-C-1

Academic Affairs Committee

MEETING DATE:

December 2, 2022

SUBJECT:

Renaming the Master of Science in Education (MS Ed.) in Community Counseling to the MS Ed. in Clinical Mental Health Counseling within the Department of Counseling, School Psychology, and Family Science in the College of Education at UNK

RECOMMENDED ACTION: Report

EXPLANATION:

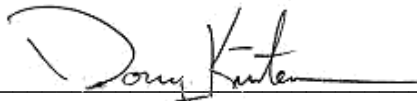
The proposed name change reflects changes made by the Council for Accreditation of Counseling and Related Educational Programs in that they no longer accredit "Community Counseling" programs. The program remains accredited using the new name, and all course work, learning outcomes, and employment expectations remain the same.

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

SPONSORS:

Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

APPROVED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney



Walter E. Carter, President
University of Nebraska

DATE:

October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Kristen Majocha has recommended the following academic program name changes:

- Bachelor of Science, Aviation Systems Management Comprehensive to Bachelor of Science, Aviation Comprehensive;
- Master of Science in Education in Community Counseling to Master of Science in Education in Clinical Mental Health Counseling;
- Bachelor of Arts in Education, Early Childhood Unified to Bachelor of Arts in Education, Early Childhood Inclusive;
- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Master of Science in Education in Community Counseling
to Master of Science in Education in Clinical Mental Health Counseling

The purpose of this letter is to request the renaming of the Master of Science in Education in the Community Counseling program, in the department of Counseling, School Psychology and Family Science and the College of Education, to Master of Science in Education in Clinical Mental Health Counseling. The rationale for this change is that the Council for the Accreditation of Counseling and Related Educational Programs (CACREP) no longer accredits Community Counseling programs. All course work, learning outcomes and employment expectations remained the same. There was also an additional expectation of twelve clinical course work hours using existing curricula. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Mark Reid, Dean
David Hof, Chair

TO:

The Board of Regents

Addendum XI-C-2

Academic Affairs Committee

MEETING DATE:

December 2, 2022

SUBJECT:

Renaming the Bachelor of Arts in Education (BA Ed.) in Early Childhood Unified to the BA Ed. in Early Childhood Inclusive within the Department of Teacher Education in the College of Education at UNK

RECOMMENDED ACTION: Report

EXPLANATION:

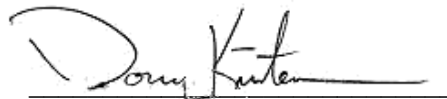
The proposed name change reflects current Nebraska Department of Education endorsement criteria and aligns the name with other UNK College of Education majors.

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

SPONSORS:

Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

APPROVED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

Walter E. Carter, President
University of Nebraska

DATE:

October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Kristen Majocha has recommended the following academic program name changes:

- Bachelor of Science, Aviation Systems Management Comprehensive to Bachelor of Science, Aviation Comprehensive;
- Master of Science in Education in Community Counseling to Master of Science in Education in Clinical Mental Health Counseling;
- Bachelor of Arts in Education, Early Childhood Unified to Bachelor of Arts in Education, Early Childhood Inclusive;
- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Bachelor of Arts in Education, Early Childhood Unified to
Bachelor of Arts in Education, Early Childhood Inclusive

The purpose of this letter is to request the renaming of the Bachelor of Arts in Education, Early Childhood Unified program, in the department of Teacher Education and the College of Education, to Bachelor of Arts in Education, Early Childhood Inclusive. The rationale for this change is to reflect the Nebraska Department of Education's (NDE) name change in the Rule 24 revision of this endorsement. Rule 24 revisions were made to respond to school districts needs. The 2014 Rule 24 changes increased the required number of credit hours, including those specific to early childhood education and early childhood special education content, as well as an increase in the number of field experiences in infants/toddlers, preschool, and K-3 settings. The curriculum was adjusted to accommodate these changes. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Mark Reid, Dean
Chandra Diaz DeBose, Chair

TO:

The Board of Regents

Addendum XI-C-3

Academic Affairs Committee

MEETING DATE:

December 2, 2022

SUBJECT:

Renaming the Master of Arts in Education (MA Ed.) in K-6 School Principalship to the MA Ed. in School Principalship PreK-8 within the Department of Educational Administration in the College of Education at UNK

RECOMMENDED ACTION: Report

EXPLANATION:

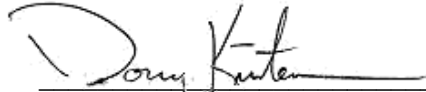
The proposed name change reflects current Nebraska Department of Education endorsement criteria/scope and aligns the name with other UNK College of Education majors.

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

SPONSOR:

Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

APPROVED:



Douglas A. Kristensen, Chancellor
University of Nebraska at Kearney

Walter E. Carter, President
University of Nebraska

DATE:

October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Kristen Majocha has recommended the following academic program name changes:

- Bachelor of Science, Aviation Systems Management Comprehensive to Bachelor of Science, Aviation Comprehensive;
- Master of Science in Education in Community Counseling to Master of Science in Education in Clinical Mental Health Counseling;
- Bachelor of Arts in Education, Early Childhood Unified to Bachelor of Arts in Education, Early Childhood Inclusive;
- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Master of Arts in Education, K-6 School Principalship to
Master of Arts in Education, School Principalship PreK-8

The purpose of this letter is to request the renaming of the Master of Arts in Education, K-6 School Principalship program, in the department of Educational Administration and the College of Education, to Master of Arts in Education, School Principalship PreK-8. The rationale for this change is to align with the elementary principal endorsement in the Nebraska Department of Education's (NDE) Rule 24 update to PreK-8. No changes were made to the curriculum. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Mark Reid, Dean
Mike Teahon, Chair

TO: The Board of Regents Addendum XI-C-4
Academic Affairs Committee

MEETING DATE: December 2, 2022

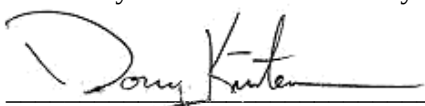
SUBJECT: Renaming the Bachelor of Science (BS) in Sports Administration/Sports Administration Comprehensive to the BS in Sports Management/Sports Management Comprehensive in the College of Education at UNK

RECOMMENDED ACTION: Report

EXPLANATION: The proposed name change, emphasizing sports management, aligns the program with the curriculum and the name used by similar programs across the nation.

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

SPONSORS: Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

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


Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Kristen Majocha has recommended the following academic program name changes:

- Bachelor of Science, Aviation Systems Management Comprehensive to Bachelor of Science, Aviation Comprehensive;
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- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Bachelor of Science, Sports Administration/Sports
Administration Comprehensive to Bachelor of Science, Sports
Management/Sports Management Comprehensive

The purpose of this letter is to request the renaming of the Bachelor of Science, Sports Administration/Sports Administration Comprehensive major, in the department of Kinesiology and Sport Sciences and the College of Education, to Bachelor of Science, Sports Management/Sports Management Comprehensive major. The rationale for this change is based on an NCAA Academic Progress Rate recommendation. The change also brought the program in line with other programs in the country. This change was made during the 2011-2012 academic year and appeared in the 2012-2013 catalog. No changes were made to the curriculum. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Mark Reid, Dean
Nita Unruh, Chair

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

MEETING DATE: December 2, 2022

SUBJECT: Renaming the Bachelor of Science (BS) in Information Networking and Telecommunications Comprehensive to the BS in Information Technology and Networking Comprehensive within the Department of Cyber Systems in the College of Business and Technology at UNK

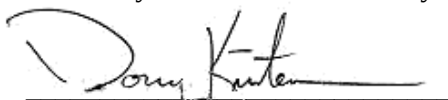
RECOMMENDED ACTION: Report

PREVIOUS ACTION: August 11, 2017 – Approval was requested to establish the Bachelor of Science in Cyber Security Operations, which will draw from the collaborative efforts of the Department of Computer Science and Information Technology and the program in Information Networking and Telecommunications Management in the Colleges of Natural and Social Sciences and Business and Technology at the University of Nebraska at Kearney (UNK)

EXPLANATION: The proposed name, eliminating the term “Telecommunications,” is intended to avoid confusion among graduates and employers as the field has become increasingly unified. The proposed name change better reflects the curriculum, which is designed to meet the current and future needs of students and industry.

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

SPONSORS: Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

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


Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

UNK
OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

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- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive

The purpose of this letter is to request the renaming of the Bachelor of Science, Information Networking & Telecommunications Comprehensive, in the department of Cyber Systems and the College of Business & Technology, to the Bachelor of Science, Information Technology & Networking Comprehensive. The rationale for this change was because “telecommunications” was confusing to graduates and the industry. Specifically, the degree was initially designed to meet industry demand in the area of Information Technology (IT) and Networking systems including systems administration, web development, systems integration, network security, and data science. The name change allowed flexibility in the curriculum to meet the current and future needs of students and employers. The curriculum was changed to add a first-year information technology and networking professional practice course, to add a first-year Linux environment lab-based course, and to add an intro-level information security course. Systems admin is a highly sought-after skill by the industry. Therefore, intro level and high-level systems admin I and systems admin II courses were added. Three tracks were added to allow students to choose specialty areas of study: 1) Web development, 2) Systems, Network and Security; and 3) Data Science. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Tim Jares, Dean
Liaquat Hossain, Chair

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

MEETING DATE: December 2, 2022

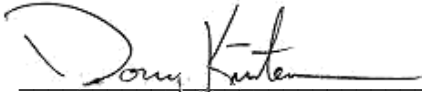
SUBJECT: Renaming the Bachelor of Science (BS) in Aviation Systems
Management Comprehensive to the BS in Aviation Comprehensive
within the Department of Industrial Technology in the College of
Business and Technology at UNK

RECOMMENDED ACTION: Report

EXPLANATION: The proposed name change better describes the curriculum and aligns the
major with the nomenclature used by the Aviation Accreditation Board
International (AABI).

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

SPONSORS: Kristen L. Majocha, Ph.D.
Senior Vice Chancellor for Academic Affairs
University of Nebraska at Kearney

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


Walter E. Carter, President
University of Nebraska

DATE: October 28, 2022

UNK[®]

OFFICE OF THE CHANCELLOR

October 5, 2022

Dr. Jeffrey P. Gold
Executive Vice President and Provost
University of Nebraska

Dr. Gold:

Senior Vice Chancellor Kristen Majocha has recommended the following academic program name changes:

- Bachelor of Science, Aviation Systems Management Comprehensive to Bachelor of Science, Aviation Comprehensive;
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- Bachelor of Arts in Education, Early Childhood Unified to Bachelor of Arts in Education, Early Childhood Inclusive;
- Master of Arts in Education, K-6 School Principalship to Master of Arts in Education, School Principalship PreK-8;
- Bachelor of Science, Sports Administration/Sports Administration Comprehensive to Bachelor of Science, Sports Management/Sports Management Comprehensive; and
- Bachelor of Science, Information Networking & Telecommunications Comprehensive to Bachelor of Science, Information Technology & Networking Comprehensive.

These changes have undergone appropriate campus review and are proposed for reasons of clarification of content and purpose. I concur with Dr. Majocha's recommendations and request your support as well. Thank you for your consideration.

Sincerely,



Douglas A. Kristensen, J.D.
Chancellor

bjm



DATE: September 19, 2022

TO: Douglas A. Kristensen, Chancellor

FROM: Kristen L. Majocha, Ph. D.
Senior Vice Chancellor for Academic Affairs

SUBJECT: Program name change: Bachelor of Science, Aviation Systems Management
Comprehensive to Bachelor of Science, Aviation Comprehensive

The purpose of this letter is to request the renaming of the Bachelor of Science, Aviation Systems Management Comprehensive, in the department of Industrial Technology and the College of Business & Technology, to the Bachelor of Science, Aviation Comprehensive. The rationale for this change was to be in alignment with the Aviation Accreditation Board International (AABI) nomenclature (Accreditation Criteria Manual, Form 201, July 16, 2021, Program Criteria). Accordingly, new courses were added: Aviation History, Aviation Meteorology, and Aviation Human Factors. Outdated courses removed from the curriculum included ITEC 110, an introductory course, and ITEC 120, Interpretation of Technical Documents. I am supportive of this change, as are the department chair and dean.

This proposal has been reviewed and approved by the UNK Academic Affairs Committee.

tlp

cc: Tim Jares, Dean
James Vaux, Chair

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

MEETING DATE: December 2, 2022

SUBJECT: Revisions to rules and regulations for self-government organizations:
University of Nebraska Graduate College

RECOMMENDED ACTION: Report

PREVIOUS ACTION: January 10, 2010 – The Board of Regents approved an amendment to Section 1.2 of the *Bylaws of the Board of Regents* to revise the process for approval of rules and regulations for faculty and student self-government organizations.

EXPLANATION: Section 1.2 of the *Bylaws of the Board of Regents* states, “In any case where any officer, group, or agency has been authorized by these *Bylaws* to adopt rules or regulations, such rules or regulations, before they may be effective, shall be:

- (1) considered by the officer, group, or agency at a public hearing after giving reasonable advance public notice thereof;
- (2) reviewed and approved by the General Counsel for consistency with these *Bylaws* and applicable policies, laws, and regulations; and
- (3) filed with the Corporation Secretary for report to the Board.

Consistent with these *Bylaws* and operating procedures, the following changes have been filed with the Corporation Secretary since the last meeting of the Board:

- Revisions to the *Bylaws* of the University of Nebraska Graduate College

These changes are available for inspection in the Office of the Corporation Secretary.

REPORTED BY:


Philip J. Balkken
Corporation Secretary

DATE: November 22, 2022

~~University of Nebraska~~ University of Nebraska

GRADUATE COLLEGE

~~Policy Handbook~~ Bylaws and Policies

Approved by the University of Nebraska Graduate Faculty, November 18, 2022
Presented to the Board of Regents, June-December 2, 20182022
[AY 202~~21~~-202~~32~~ Version]

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COMMITTEE CHAIR

Jeffrey Gold
~~NU University of Nebraska Executive~~
~~Vice President & Provost~~
Graduate ~~College~~ Dean

COMMITTEE MEMBERS

Megan Adkins
University of Nebraska at Kearney

~~Julie Blaskewicz-Boron-Todd Armstrong~~
University of Nebraska at Omaha

Danae Dinkel
University of Nebraska at Omaha

Geoffrey Friesen
University of Nebraska-Lincoln

Karen Gould
University of Nebraska Medical Center

Laurie Thomas Lee
University of Nebraska-Lincoln

Kendra Schmid
University of Nebraska Medical Center

Janet Steele
University of Nebraska at Kearney

ALTERNATES

Tracy Bridgeford
University of Nebraska at Omaha

Yusong Li
University of Nebraska-Lincoln

Michelle Warren
University of Nebraska at Kearney

Matt Zimmerman
University of Nebraska Medical Center

GRADUATE STUDIES DEANS

Juan Casas, ~~Acting-Interim~~ Dean
University of Nebraska at Omaha

Dele Davies
University of Nebraska Medical Center

Mark Ellis
University of Nebraska at Kearney

Debra Hope
University of Nebraska-Lincoln

1. GENERAL ORGANIZATION OF THE GRADUATE COLLEGE

- A. There shall be a single University-wide Graduate College with a single University-wide graduate faculty, having the authority and responsibilities designated in Section II, THE GRADUATE FACULTY.
- B. Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in an Executive Graduate Council. The authority and responsibilities of the Council are designated in Section III, THE EXECUTIVE GRADUATE COUNCIL.
- C. The Dean of the Graduate College shall be the University-wide executive officer for graduate studies and research. The Dean shall coordinate graduate programs among the respective campus units. The Dean, or the Dean's designee, shall serve as the presiding officer of the University-wide Graduate Faculty and Councils thereof. The Dean shall recommend appointment to or removal from the Graduate Faculty and shall be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies and research. The Office of the Executive Vice President/Provost shall be the clerical center and clearing house for all official communications between the Executive Graduate Council, and the faculty, administrators, and external agencies.
- D. Campus Deans for Graduate Studies shall be administratively responsible to their respective Chancellors, and to the Dean of the Graduate College in their capacities as officers of the College. Campus Deans shall act as liaison officers between the Chancellors and the Dean of the Graduate College, preside over the meetings of their campus Graduate Councils and campus Graduate Faculties, and administer their respective campus graduate programs.
- E. The Executive Vice President and Provost, after the President, is the University's ranking academic and administrative officer and retains such responsibility for all academic programs. The Provost also serves as the Dean of the University-wide Graduate College, however, the College does not have administrative responsibility for Professional Post-Baccalaureate credentials, or the faculty's instructional eligibility (approval to teach) in such programs, except where coursework would normally be taken by those seeking Graduate Degrees (Credentials) offered by the University of Nebraska Graduate College. Professional Post-Baccalaureate Credentials are listed in APPENDIX 1; all other post-baccalaureate credentials are degrees offered by the Graduate College. Identification of new Professional Post-Baccalaureate Credentials must follow the rules and guidance outlined in RELATED POLICY DOCUMENTS I.A.2 of these Bylaws and Policies. Campuses may choose the administrative home for any Professional degrees, including Graduate Studies Offices.
- F. Under authority delegated to them by the Executive Graduate Council, the Graduate Faculty of each campus shall conduct the affairs of the Graduate College which are specific to their campus, including the election of a campus Graduate Council to act on behalf of the campus Graduate Faculty. Actions of a campus Graduate Faculty or a campus Graduate Council shall not supersede the authority of the University-wide Graduate Faculty or of the Executive Graduate Council.

Document History

Amendments approved by the Executive Graduate Council April 25, 2018, October 26, 2022; approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018, November 18, 2022; and presented to the Board of Regents on June 28, 2018, December 2, 2022.

2. THE GRADUATE FACULTY

A. Authority and Responsibilities

1. The authority and responsibilities of the Graduate Faculty shall include adoption of attendance rules, determination of requirements for graduation in all Graduate College programs, recommendations of candidates therefore, developing research and extension programs, discipline of students for conduct solely affecting the College, and providing to the Board of Regents recommended admission requirements, courses of study and other relevant material for meeting statutory requirements.

B. Membership

1. *Graduate Faculty.* The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and serve on supervisory committees. Graduate Programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on doctoral (Ph.D., Ed.D., etc.) supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental area program. Graduate Faculty status is not required to teach graduate courses that are solely part of a Post-Baccalaureate Professional Credential or when a specific graduate-level course has learning outcomes, deemed by the applicable Program and confirmed by the campus' Dean of Graduate Studies, to primarily focus on educating students in the practice of a given profession or discipline.
2. *Emeriti ~~Status~~Faculty.* Upon the recommendation of the departmental/school or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights and privileges associated with their status as Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty ~~can~~must be reappointed to the Graduate Faculty annually every four years by the departmental/school Graduate Committee, and approved by the departmental/school Chair or Head and by the respective campus Dean for Graduate Studies, University of Nebraska. Any compensation decision continues to reside with the department/school.
3. *Graduate Faculty Associate.* Graduate Faculty Associates may teach graduate courses, direct masters theses, serve on or chair masters examining committees, and serve on doctoral supervisory committees. Associate status is primarily designed to provide an opportunity for faculty to contribute towards the education of graduate students in their discipline, while they simultaneously develop the credentials to become eligible for Graduate Faculty status. In addition, Associate status is appropriate for faculty whose professional background or assigned instructional responsibilities are such that their contribution towards graduate education is highly valued, but they are otherwise not likely to seek or be eligible for Graduate Faculty status.

Graduate Faculty Associate status may be granted upon recommendation of the Graduate Faculty affiliated with a specific department or interdepartmental area and with approval by the campus Dean for Graduate Studies. Graduate Faculty Associates may teach graduate courses, direct masters theses, serve on or chair masters examining committees, and serve on doctoral supervisory committees. Graduate Faculty Associate status is granted for a specific initial term, not to exceed a period of four years from the start of the staff member's faculty appointment or their proposed involvement in a specific graduate program. Associate appointments may be renewed for additional terms(s) of four years each, after obtaining a new recommendation of the Graduate Faculty affiliated with a specific department or interdepartmental area and with the approval by the campus Dean for Graduate Studies.

Any waivers or extensions to these provisions must be approved by both the campus' Dean of Graduate Studies and the Dean of the Graduate College.

4. Adjunct Faculty. Upon recommendation of the departmental/school or interdepartmental Graduate Committee, Adjunct Faculty previously holding Graduate Faculty status while employed by the University of Nebraska, may retain certain rights and privileges intended to aid in successful degree completion of University of Nebraska students previously under their formal mentorship. Adjunct Faculty, not previously employed by the University of Nebraska or former employees no longer holding Graduate Faculty status, must be considered for Graduate Faculty status as per the section D2, below.
 - a. Adjunct Faculty with Graduate Faculty status may teach graduate courses, serve as members of graduate programs, and co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Adjunct Faculty have no campus-wide or Graduate College voting privileges outside their supervisory committee work.
 - b. All Adjunct faculty with Graduate Faculty status must be reappointed to the Graduate Faculty every three four years by the departmental/school Graduate Committee and approved by the departmental/school Chair or Head and by the respective campus Dean for Graduate Studies.
 - c. Any compensation decision continues to reside with the department/school.

C. Criteria for Membership

1. *Graduate Faculty.* A faculty member nominated for appointment as a Graduate Faculty member must meet the following minimum requirements:
 - a. Hold the rank of Senior Lecturer (or instructor at UNMC), Assistant Professor or above;¹
 - b. Hold the terminal degree normally accepted for academic employment in the discipline or its clear equivalent as determined by the Graduate Committee of the nominee's department/school or interdepartmental area;
 - c. Be actively involved in scholarly activity and/or graduate teaching as part of ~~his or her~~ their regular duties; and have demonstrated clear evidence of continuing scholarly research/creative activity ~~at the national level~~ and potential in the discipline, ~~beyond teaching.~~ Such research/creative activity should be of a quality that would be

¹ Senior lecturers (instructor at UNMC) and those with Faculty Practice or Faculty Research appointments must apply for Graduate Faculty designation.

recognized nationally within the discipline and may include the creation of new knowledge or innovative application of existing knowledge.

D. Procedures for Appointment

1. *Appointment as Graduate Faculty without Application*

New faculty in departments/schools with graduate degrees. All new University of Nebraska faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments/schools that house a graduate degree granting program (masters, doctoral, or both) will automatically be appointed as Graduate Faculty. No application process will be required. All new faculty in this category will be appointed as Graduate Faculty in their letter of appointment at the time of hire, contingent upon the approval of the campus Dean for Graduate Studies.

2. *Faculty Who Must Apply to be Designated Graduate Faculty*

Faculty in departments/schools not granting graduate degrees. With the exception of new faculty appointed as Graduate Faculty without application under Section D1, all current University of Nebraska faculty members in academic departments/schools that currently do not house a graduate degree granting program (masters, doctoral, or both) must apply to be appointed as Graduate Faculty.

Individuals with Faculty Practice, Faculty Research, or Special Appointments [including senior lecturer, instructor (at UNMC) and adjunct faculty]. All University of Nebraska faculty members on Special Appointment, Faculty Practice Appointment, or Faculty Research Appointment in any academic department/school (whether it houses a graduate degree program or not) must apply to be appointed as Graduate Faculty.

3. *Process for Applying to Become Graduate Faculty*

Eligible faculty members will utilize the following process to apply for status as Graduate Faculty (see Appendix ~~12~~):

- a. Submit an application form and vita to the chair of the ~~g~~G~~e~~Graduate ~~e~~C~~o~~mmittee in the relevant department/school or interdepartmental program.
- b. All Graduate Faculty in the relevant department/school will vote on the application. A two-thirds majority of these Graduate Faculty must support the nomination in order for it to be forwarded to the campus-level Dean for Graduate Studies. The chair of the ~~g~~G~~e~~Graduate ~~e~~C~~o~~mmittee will write a letter interpreting the department/school vote (i.e., explaining the reasons for supporting the nomination), and then forward the file to the nominee's department chair for endorsement and certification to the campus Dean for Graduate Studies.
- c. For faculty in departments/schools without graduate programs, or for interdepartmental and/or intercampus programs, or in departments/schools with graduate programs with ~~less~~fewer than six Graduate Faculty, ~~or for interdepartmental and/or intercampus programs~~ a ~~special ad hoc~~ six-person review committee of Graduate Faculty will be appointed by the campus Dean for Graduate Studies. The chair of the ~~ad hoc~~ committee will write a letter to the campus graduate studies

dean(s) explaining the reasons for supporting the nomination. A two-thirds or greater majority of the committee must support the nomination. In the case of interdepartmental and/ or intercampus graduate programs, the director of the program will recommend members to the campus Dean(s) for Graduate Studies.

- d. The campus Dean for Graduate Studies will then review the nomination, and either approve or defer it. If approved, the nomination is forwarded to the Dean of the Graduate College.
- e. The Dean of the Graduate College will then review the nomination and either approve or defer the nomination. If approved, the Dean formally appoints the faculty member to Graduate Faculty status.

4. *Special Procedures*

~~If there is those cases in which there is~~ no graduate program in a particular discipline on a given campus, or ~~in which if~~ the number of Graduate Faculty in a particular discipline is ~~less fewer~~ than six, a person in that discipline on that campus may be nominated for Graduate Faculty status by any Graduate Faculty member in that discipline or a related discipline on that campus or another campus. Such nominations must be recommended by either two-thirds vote of the Graduate Faculty of the corresponding department/school on another campus, or by two-thirds vote of a special ad hoc committee of six Graduate Faculty that shall:

- a. include all the Graduate Faculty in the nominee's department/school or interdepartmental area, with the remainder being Graduate Faculty from the same campus or similar departments/schools or interdepartmental areas from the same campus; and
- b. be appointed by the campus Dean for Graduate Studies from names submitted by the nominator.
- c. In all cases, nominations for Graduate Faculty shall be submitted from the groups indicated above to the campus Dean for Graduate Studies for approval. If the campus Dean approves a nomination, it shall be submitted to the Dean of the Graduate College for approval.

E. Procedure of Appeal

1. Any nominee, or nominator only with the written permission of the nominee, who believes that their nomination has not been properly acted upon by the departmental/school or interdepartmental and/or intercampus Graduate Committee, or the chairperson thereof, or departmental chairperson/school director, or college dean, may appeal to the campus Dean for Graduate Studies, who may wish to refer the appeal to the campus Graduate Council for advice. A nominee, or nominator only with the written permission of the nominee, who believes that their nomination has not been properly acted upon by a campus Dean for Graduate Studies may appeal to the Dean. The nominee, or nominator only with the written permission of the nominee, may at their discretion discuss the nomination under appeal with either the campus Dean for Graduate Studies or the Dean. In the event that such a meeting is scheduled, both the nominee and the nominator may attend.
2. The Executive Graduate Council shall serve an appellate function when a nominee, or

nominator only with the written permission of the nominee, believes that their nomination has been improperly deferred by the Dean. If the Executive Graduate Council upholds the deferment, that decision shall be final. If the Executive Graduate Council recommends that the Dean's previous decision to defer be reversed, the nomination shall be returned to the Dean with a recommendation that it be approved. If the Dean does not approve it, the nomination and all accompanying documents shall be forwarded to the President for final disposition. Decisions on appeals forwarded by Council approval must be made within twenty (20) working days.

3. The nominee, or nominator only with the written permission of the nominee, must file any appeal of any deferral of their nomination within twenty (20) working days after notification of such deferral.
4. Only data ~~which~~ that accompanied the original nomination may be considered at any level of an appeal.
5. Even though a particular nomination is under appeal, a new nomination containing additional information may be submitted to the campus Dean for Graduate Studies at any time without prejudicing the appeal. The appeal will then be held in abeyance during the period that the new nomination is being considered by the campus Dean.

F. Graduate and Supervisory Committees

1. *Graduate Committees.* Each department/school or interdepartmental/intercampus area offering major work leading to the master or doctoral degree shall have a Graduate Committee consisting of not ~~less~~ fewer than three Graduate Faculty, one of whom shall serve as chairperson of the Committee.

All Graduate Committees must have at least a two-thirds majority of Graduate Faculty on the Committee and its chairperson must be a member of the Graduate Faculty. For graduate programs involving only one department/school, membership on the Graduate Committee shall be recommended by the Graduate Faculty of the department/school through its departmental chairperson/school director, for approval and appointment by the campus Dean. For graduate programs involving more than one department/school and/or campus, membership on the Graduate Committee shall be recommended by the participating Graduate Faculty of the participating departments/schools through the chairperson of the interdepartmental/intercampus area committee, or, if no such committee exists, through the chairpersons of the participating departments/schools, for approval and appointment by the campus Dean(s). Graduate Committees are responsible for the general supervision of graduate work in their departments/schools, and/or interdepartmental/intercampus areas.

Graduate Committee Chairs act as the liaison between their Graduate Committees and the Dean for Graduate Studies. Within their purview, the Committee Chair Is charged with ensuring fair and consistent compliance with all Graduate College, and campus policies that govern graduate education from recommending admission through awarding of credentials. The Committee Chair coordinates the oversight of all graduate degrees, majors, specializations, minors, and certificate programs to ensure that every graduate student and member of the graduate faculty Is held to the highest standards of academic Integrity.

2. *Supervisory Committees.* For each student who has been accepted by a departmental/school or interdepartmental/intercampus area for doctoral studies there shall be a Supervisory Committee, of at least four members, all of whom shall be Graduate Faculty. Additional members may be appointed to the Committee, either being non-Graduate Faculty or Graduate Faculty. Graduate Faculty have voting privileges, while non-Graduate Faculty do not. Membership on Supervisory Committees shall be recommended by the departmental/school or interdepartmental/intercampus Graduate Committee for approval and appointment by the campus Dean(s). Graduate programs may have additional written criteria, approved by the campus Dean for Graduate Studies, for participation on doctoral supervisory committees. The minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic and research or creative activity progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.

G. Meetings

1. The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty. The quorum for meetings of the Graduate Faculty shall be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail or electronic ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail or electronic ballot, unless specifically requested by a majority of those present at the meeting.
2. Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail or electronic ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.
3. There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings. Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail or electronic ballot, shall supersede any action taken by the Executive Graduate Council.

Document History

Amendments approved by the Executive Graduate Council April 25, 2018, October 26, 2022; approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018, November 18, 2022; and presented to the Board of Regents on June 28, 2018, December 2, 2022.

3. THE EXECUTIVE GRADUATE COUNCIL

A. Authority and Responsibilities

Unless superseded by direct action of the Graduate Faculty acting as a whole, the legislative and academic authority of the Graduate Faculty shall be vested in the Executive Graduate Council. Specific responsibilities of the Executive Graduate Council shall include:

1. Exercising the general legislative and academic authority of the Graduate Faculty, and delegating appropriate portions thereof to the campus Graduate Faculties and campus Graduate Councils;
2. Recommending approval or disapproval of all new proposed graduate programs or substantially modified graduate programs, as well as proposed deletions of graduate programs, and monitoring graduate course offerings;
3. Coordinating graduate programs where such coordination seems in the best interests of the clientele being served, and of the University;
4. Establishing broad policy concerning graduate education and research for the University of Nebraska;
5. Assisting and promoting cooperation between campuses, between colleges, and between departments/schools where such cooperation seems promising;
6. When called upon, conducting a continuing quality audit on all graduate programs, including graduate programs at the sub-doctoral level, with findings and recommendations made to the Dean of the Graduate College and the respective Chancellors; and
7. Conducting a continuing review of the criteria for membership on the Graduate Faculty and the manner in which these criteria are applied in practice.

B. Membership

The Executive Graduate Council is a representative body, consisting of Graduate Faculty. The Council will consist of two faculty representatives from each campus and one faculty alternate from each campus. The process for selecting representatives to the Executive Graduate Council shall be determined by the ~~g~~G~~r~~aduate ~~f~~F~~a~~cul~~t~~y or ~~g~~G~~r~~aduate ~~e~~C~~o~~uncil, as appropriate, at the local campus level, provided that a model of faculty governance is maintained. This process can be modified at the local campus level. The selection process must ensure that Executive Graduate Council members also serve on their respective Campus ~~g~~G~~r~~aduate ~~e~~C~~o~~uncil in order to facilitate communication between the Council and campuses.

C. Terms

The term for faculty members of the Executive Graduate Council shall be three years with the composition changing at staggered intervals. A faculty member may serve no more than two terms consecutively. When a faculty member resigns from the Council before their term is completed, a successor shall be chosen by the campus to serve for the remainder of the vacated term. The Dean of the Graduate College may appoint temporary replacements to serve until the campus names a replacement.

D. Meetings

The Executive Graduate Council shall normally meet in regular session as a whole Council twice each year at such times and such places as shall be designated by the Executive Graduate Council. A quorum shall be considered to be half the voting membership of the Executive Graduate Council. Robert's Rules of Order shall be the parliamentary authority for conducting all meetings of the Executive Graduate Council. Special meetings of the Executive Graduate Council may be called by a petition signed by any three voting members presented to the Dean or by the Dean.

Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018, and presented to the Board of Regents on June 28, 2018.

4. AMENDMENTS AND CONFLICTS

All amendments to this Governance Document shall be proposed by the Executive Graduate Council and, once proposed shall be forwarded to the Graduate Faculty on mail or electronic ballots, which ballots must be returned to the Office of the Executive Vice President/Provost within fifteen (15) working days. Approval of all amendments must be by a two-thirds majority of those Graduate Faculty voting. All amendments that are approved by mail or electronic ballot shall be forwarded to the Board of Regents for final approval. Nothing in this Graduate College Governance Document shall be construed to be in conflict with any Bylaws of the Board of Regents, or any applicable state or federal laws.

Document History

"System-Wide Organization and Procedures for Administrative and Faculty Management of Graduate Studies and Research" approved by Voting Graduate Faculty in a mail ballot on April 7, 1973, subsequently modified by system Graduate Council on June 18, 1973, which included "Administrative Understandings Concerning..." the above document. Approved by the Board of Regents on July 14, 1973.

Approved "Executive Graduate Council as the representative of the Graduate Faculty" by the Executive Graduate Council on November 13, 1975, and by the Board of Regents on March 13, 1976.

Amendment (also to the Bylaws) to include "appeal procedure" approved by the Executive Graduate Council on September 1, 1977, and by the Board of Regents on November 11, 1977.

Amendment to include "graduate student representatives on Council" approved by mail ballot of the entire Graduate Faculty on March 16, 1978, and by the Board of Regents on May 20, 1978.

Amendment to name "the Executive Committee as a permanent Standing Committee" approved by mail ballot of the entire Graduate Faculty on February 15, 1979, and by the Board of Regents on May 18, 1979.

Amendment to include "Committee III of the EGC shall serve as the nominating committee for the faculty members of the Executive Committee and shall determine a slate of nominees for presentation to the Executive Graduate Council at the September meeting," also including "additional nominations shall be called for from the floor at the time of the election" approved by the Executive Graduate Council on December 5, 1985, and by the Board of Regents on December

14, 1985.

Amendment to “extend membership to Emeriti Graduate Faculty” approved by mail ballot of the entire Graduate Faculty on December 7, 1988, and by the Board of Regents on February 11, 1989.

Amendment to include “UNK representation of the EGC and the Executive Committee of the EGC” approved by mail ballot of the entire Graduate Faculty on November 9, 1990, and by the Board of Regents on January 12, 1991.

Amendment to “exclude faculty with emeriti or adjunct status from determining the number of member representatives on the Executive Graduate Council” approved by mail ballot of the entire Graduate Faculty on May 13, 1993, and by the Board of Regents on July 10, 1993.

Amendment to reduce the size of the Executive Graduate Council and streamline its mode of operation approved by mail ballot of the entire Graduate Faculty on February 1, 1996, and by the Board of Regents on February 24, 1996.

Amendment to include the rank of Senior Lecturer in the Criteria for Membership to the University of Nebraska Graduate College” approved by mail ballot of the entire Graduate Faculty on March 24, 1999 and by the Board of Regents on May 1, 1999.

Amendment to “replace the current two-tier system of Graduate Faculty member and Graduate Faculty Fellow with a single tier in which all faculty would be designated as

Graduate Faculty” approved by mail ballot of the entire Graduate Faculty on May 12, 2003 and by the Board of Regents on June 7, 2003.

Amendments approved by the Executive Graduate Council April 25, 2018

Approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018 and by the Board of Regents on June 28, 2018.

5. DEAN OF THE GRADUATE COLLEGE

The following is extracted from the Bylaws of the Board of Regents, Section 2.3:

The Executive Vice President and Provost. The Executive Vice President and Provost shall be appointed by the President as provided in Sections 2.1 and 3.2 of these Bylaws. After the President, he or she shall be the University’s ranking academic and administrative officer. The Executive Vice President and Provost shall perform such duties as may be required by the President and the Board and shall have the following specific responsibilities:

- A. Serve as Dean of the University-wide Graduate College and as the presiding officer of the ~~g~~Graduate ~~f~~Faculty and the Executive Graduate Council. In this capacity he or she shall:
 1. recommend appointment to or removal from the ~~g~~Graduate ~~f~~Faculty,
 2. be administratively responsible for the welfare of the Graduate College and for implementing the policies of the Board and the ~~g~~Graduate ~~f~~Faculty concerning graduate studies and research, and
 3. act as an advisor to the President and, as appropriate, the Chancellors in matters pertaining to planning, development, coordination, and administration of graduate studies and research on the several campuses of the University; and
- B. Serve as Acting President in the temporary absence of the President.

Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018, and presented to the Board of Regents on June 28, 2018.

6. ADMINISTRATION OF THE GRADUATE COLLEGE

A. Office of the Executive Vice President/Provost

1. *Administration.* The Office of the Executive Vice President/Provost will be used as a clerical center and clearing house for all official communications between the Executive Graduate Council and its Committees, and the faculty, administration, and external agencies.

SOURCE: Executive Graduate Council Minutes 01-19-78 Edits approved by the Executive Graduate Council 04-25-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-18-18

2. *Presiding Officer.* The Dean of the Graduate College is required to serve as the presiding officer of the University-wide Graduate Faculty and councils thereof, irrespective of whether those bodies are in open or closed session. The mere fact that an election is made to have an executive or closed session would not alter the mandate of the Bylaws of the Board of Regents that the officer (Dean) continue to serve as its presiding officer. ([See also legal opinion at Appendix 4.](#))

SOURCE: Legal Opinion—John Gourley 04-19-78

3. *Dean's Absence.* The Dean, if unable to attend meetings of the Executive Graduate Council, has the authority and responsibility to designate which officer of the University will preside at meetings of the Council in that absence. (Authority delegated in Section 2.3 (h) of the Bylaws of the Board of Regents. See also legal opinion at Appendix [23](#).)

SOURCE: Legal Opinion—Richard Wood 01-18-79

B. Responsibilities of the Executive Graduate Council

1. Act as the University-wide body responsible for the welfare and continued development of graduate programs at the University of Nebraska.
2. Act as the constitutional revisions committee for all proposed revisions in the Governance Document.
3. Encourage development of innovative and ~~high-quality~~ ~~high-quality~~ graduate programs and research.
4. Review and recommend policies relating to the welfare of graduate students.
5. Review and act upon university-wide recommendations concerning policy and planning from sources outside the Executive Graduate Council.
6. Encourage and propose the development of cooperative agreements with other universities or agencies for the improvement of graduate study and research.

7. Evaluate and make recommendations regarding all proposed new graduate programs or major revisions in existing graduate programs.
8. Recommend and monitor the application of criteria for appointment as Graduate Faculty of the Graduate College.
9. Hear appeals from faculty regarding deferral of their nominations as Graduate Faculty of the Graduate College and make appropriate recommendations.
10. Hear appeals from students on decisions relating to their graduate program, excluding grade appeals, and make appropriate recommendations.

SOURCE: Approved by the Executive Graduate Council at their meeting on May 1, 1997

C. Procedures for Meetings of the Faculty of the Graduate College

The Graduate Faculty as a whole shall be called into special session by a majority vote of the Executive Graduate Council, or by a petition signed by any 100 members of the Graduate Faculty.

The quorum for meetings of the Graduate Faculty shall be ten percent of the voting membership of the Graduate Faculty. Provided a quorum is in attendance, all actions taken at such meetings under the category of new business, or agenda items supported by a majority, but less than a two-thirds majority of those present at such meetings, must be submitted to the Faculty of the Graduate College on a mail ballot. Any agenda item ratified by a two-thirds majority shall be policy and shall not be sent to the Graduate Faculty on a mail ballot, unless specifically requested by a majority of those present at the meeting.

Ten members of the Graduate Faculty may petition to place items on the agenda for meetings of the Faculty of the Graduate College, if such items are presented in writing to the Dean of the Graduate College at least three weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material. If substantial amendments to the written motions are made at the meeting, they shall be considered as new business and shall be submitted to the Faculty of the Graduate College on a mail ballot. In the absence of a quorum, the agenda items of the proposed meeting of the Graduate Faculty shall be referred to the Executive Graduate Council for consideration.

There shall be an alphabetical master list, by campus, of Graduate Faculty available at meetings of the Graduate Faculty for sign-in purposes. The Dean shall appoint a parliamentarian, and Robert's Rules of Order shall be the parliamentary authority for Graduate Faculty meetings.

Actions taken by the Graduate Faculty as a whole, either at a duly called meeting of the Graduate Faculty or by a two-thirds majority of those voting by mail ballot, shall supersede any action taken by the representative Executive Graduate Council.

Parliamentary Procedures: Meetings of the Executive Graduate Council will follow Robert's Rules of Order.

SOURCE: Executive Graduate Council Minutes 02-17-77

D. Procedures for Bringing Forward Motions on the Floor of the Executive Graduate Council Without Prior Review

1. The Executive Graduate Council will not act on any item of new business unless it has been previously noted.
 - a. Any item not listed as an item on the agenda of the Council as a whole as Old Business shall be considered New Business.
2. Previous notification of new business shall consist of:
 - a. presentation at a prior meeting, or
 - b. notification to each Executive Graduate Council member so that the member receives it at least five (5) working days prior to the Executive Graduate Council meeting.
3. New business brought forward on the floor may be referred by the Chair:
 - a. to an appropriate Committee for consideration at the next meeting, or
 - b. to the full Council for consideration at the next Executive Graduate Council meeting.
4. The above rules may be suspended by a two-thirds vote of those present.

SOURCE: Executive Graduate Council Minutes 12-10-81 and 02-17-83

5. Roll Call Vote. On the request of any member, a vote on any item of business of the Executive Graduate Council shall be by roll call vote.

SOURCE: Executive Graduate Council Minutes 02-17-77

6. EGC Summer Activities. Committees will continue to function, as needed, during summer months. Mail or electronic ballots will be used for items which require approval by the entire Executive Graduate Council.

SOURCE: Executive Graduate Council Minutes 04-25-74; Reaffirmed 09-18-80

Edits approved by the Executive Graduate Council 04-28-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

E. Procedures for Voting

1. *Ballots.* Mail or electronic ballots may be used during the summer months on Executive Graduate Council business judged by the Executive Graduate Council to be suitable for mail or electronic ballots

SOURCE: Executive Graduate Council Minutes 11-16-78;

Edits approved by the Executive Graduate Council 11-30-11, 04-28-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

2. *Mail Ballots Name Tags.* Mail Ballots to the Graduate Faculty must have the return address and name tag on a blank sheet so that the ballot may be returned without identification. Electronic ballots must insure the same degree of sender confidentiality.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11;

Edits approved by the Executive Graduate Council 04-28-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

3. *Recording Votes.* For mail ballots to the Executive Graduate Council, each member signs his marked ballot and returns it to the Office of the Executive Vice President/ Provost. Each signature is verified, the vote recorded, and all signed ballots are retained. Thus, even after the votes have been recorded, it is possible to determine not only who voted on the issue, but also how each person voted. For electronic ballots to the Executive Graduate Council, each member returns their marked ballot to the Office of the Executive Vice President/Provost and/or a mechanism is used to verify who and how each Executive Graduate Council member voted.

SOURCE: Edits approved by the Executive Graduate Council 04-28-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

4. *Proxy Voting Policy.* The conditions under which proxy votes are allowed in Executive Graduate Council (EGC) matters are as follows:
 - a. Only EGC members may vote;
 - b. In absentia voting may take place only on items listed under Old Business in the EGC Agenda;
 - c. The vote must be in written or electronic form and transmitted to the Dean prior to the meeting; and
 - d. If any motion is formally amended, the 'in absentia' vote on that item will be invalidated.

SOURCE: Approved by the Executive Graduate Council 02-18-88; edits approved by the Executive Graduate Council 04-28-18

Approved by a vote of the University of Nebraska Graduate Faculty on 05-15-18

5. *Destroying Ballots.* Method for destroying ballots after an Executive Graduate Council election:
 - a. Record the results of the election;
 - b. Have those results certified by the signatures of the people responsible for recording the results;
 - c. Retain the ballots for three (3) weeks and if no challenge is made within that time period, ballots may be destroyed; and
 - d. The certified results should become part of the official minutes of the Executive Graduate Council (not distributed) of the first meeting following the election.

SOURCE: Executive Graduate Council Minutes 11-29-73

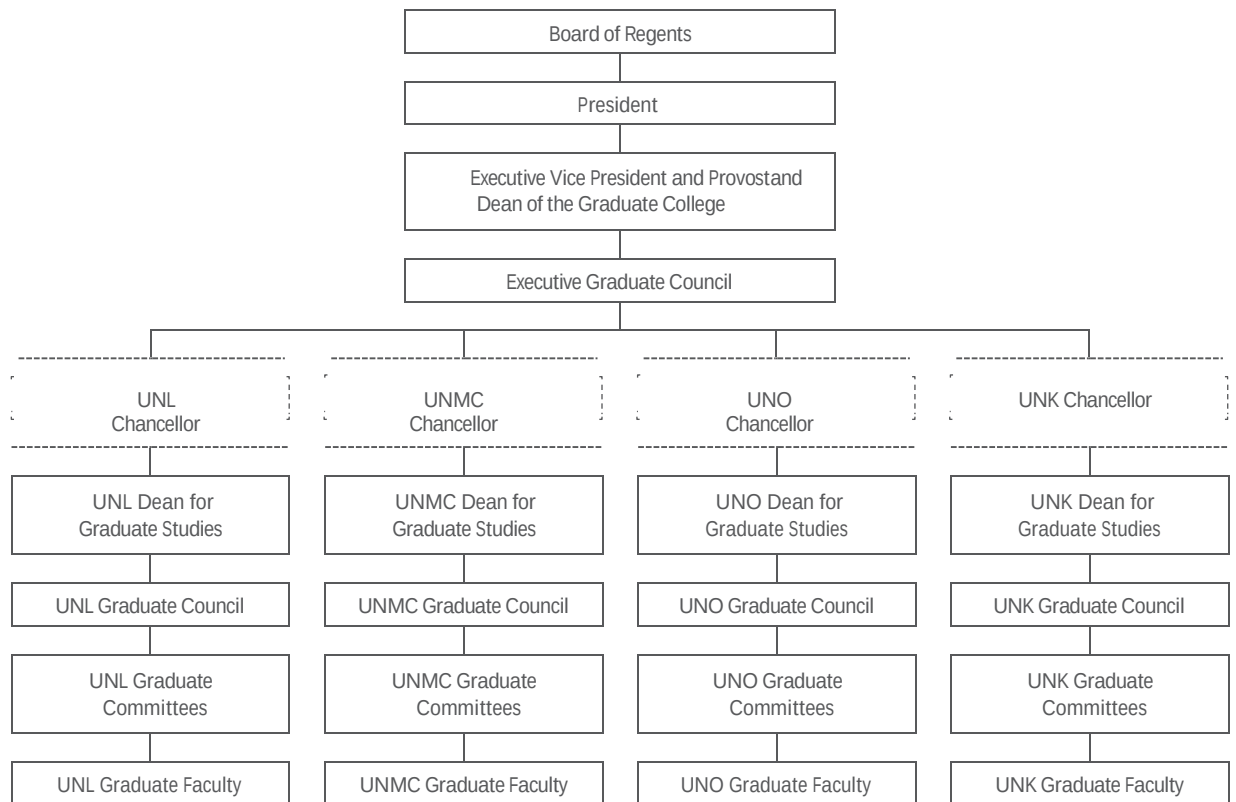
F. Graduate Application Fee

Each campus may periodically increase its Graduate Application Fee through the normal process for approval of fees.

SOURCE: Executive Graduate Council Minutes 03-19-87, 12-11-97;

Edits approved by the Executive Graduate Council 11-30-11

G. University of Nebraska Organizational Chart of the Graduate College



UNL - University of Nebraska–Lincoln
 UNMC - University of Nebraska Medical Center
 UNO - University of Nebraska at Omaha
 UNK - University of Nebraska at Kearney

———— Primary Links
 - - - - - Liaison Links

Document History

Amendments approved by the Executive Graduate Council April 25, 2018, approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018, and presented to the Board of Regents on June 28, 2018.

Campus Graduate Studies Governance Documents: *University of Nebraska at Kearney*

I. GOVERNANCE OF GRADUATE STUDIES AT UNK

The University of Nebraska at Kearney (UNK) Graduate Faculty shall have all powers of governance of Graduate Studies at UNK, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University.

II. THE UNK GRADUATE FACULTY

A. Membership of the Graduate Faculty

All Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Kearney, shall comprise the UNK Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the "University of Nebraska Graduate College Policy Handbook". Graduate Faculty may advise graduate students, participate in the decisions of their graduate department affecting the graduate program, supervise students working toward master's and specialist's degrees, and serve on final examining committees for master's and specialist's degree candidates. Graduate Faculty may also supervise doctoral students and vote on nominations for Graduate Faculty status.

B. Powers of the Graduate Faculty

The powers of the Graduate Faculty shall be those outlined in section I; in particular, the Graduate Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

C. Meetings of the Graduate Faculty

1. The UNK Graduate Faculty shall meet if called by the UNK Dean for Graduate Studies, by vote of the UNK Graduate Council, or by petition of any ten UNK Graduate Faculty members.
2. The quorum for the purpose of conducting business at meetings of the Graduate Faculty shall be 25% of the membership.
3. Any member of the UNK Graduate Faculty may petition to place items on the agenda for a meeting if they are presented in writing to the Dean two weeks prior to the meeting.
4. The UNK Dean for Graduate Studies shall be responsible for recording and distributing the minutes of all meetings of the Graduate Faculty.

III. THE UNK GRADUATE COUNCIL

The University of Nebraska at Kearney Graduate Council shall serve as the policy and decision-making body of the UNK Graduate Faculty and as an advisory body to the UNK Dean for Graduate Studies.

A. Membership of the UNK Graduate Council

The Council shall consist of twelve elected members of the UNK Graduate Faculty, three “at large” Graduate Faculty members, and three graduate student members.

1. Each of the three academic colleges will elect two Graduate Faculty members from different departments. Six additional Graduate Council members will be allocated between the colleges based on the Graduate Faculty membership of the colleges. Each college must have at least three Graduate Faculty on Graduate Council. Terms for elected members of the Council shall be three years and shall commence with the beginning of the Fall semester. Three Graduate Faculty members from different departments will be elected by the Graduate Faculty of each academic College. Terms for the elected members of the Council shall be three years and shall commence with the beginning of Fall Semester following election to the Council.

When a vacancy occurs and the remaining term is for more than one year, the Office of Graduate Studies will conduct an election. If the remainder of the term is less than one year, the Dean for Graduate Studies shall fill the vacancy with a faculty member from the same College. When the term of office for an elected member of the Council ends or when a vacancy occurs and the remainder of the term is for one year or more, an election to fill the vacancy shall be conducted by the Office of Graduate Studies. An electronic ballot shall be sent to all Graduate Faculty members of the College in which the vacancy exists. The ballot shall list nominees recommended by the Graduate Council and provide an opportunity for additional nominations. The two persons on the ballot who receive the highest number of votes shall stand for election to the Council.

If the remainder of the term is for less than one year, the Dean for Graduate Studies shall appoint a member of the Faculty in the College concerned to fill the remainder of the term.

2. Three additional UNK Graduate Faculty will be appointed by the UNK Dean for Graduate Studies as “at large” members of the Graduate Council. At-large members will represent UNK on the University of Nebraska Executive Graduate Council.

The graduate student members of the Council shall be selected by the UNK Graduate Student Association. In the absence of an active Graduate Student Association, the UNK Dean for Graduate Studies shall appoint the members from a list of departmental nominees. Graduate student members must be currently enrolled in a minimum of six hours and in good academic standing. Terms for graduate student members shall be one year, commencing with the beginning of Fall Semester. Three additional University of Nebraska at Kearney Graduate Faculty will be appointed by the UNK Dean for Graduate Studies as “at large” members of the Graduate Council. In making these appointments, the Dean for Graduate Studies shall select individuals to make liaison with the University of Nebraska Executive Graduate Council (EGC). Terms for these Graduate Council members will be concurrent with their term on the EGC, or for one year, as appropriate.

Should any of the EGC representatives be elected members of the UNK Graduate Council, the Dean for Graduate Studies may make the remaining appointment(s) with the intention of maintaining a balanced representation based on the number of graduate students and Graduate Faculty in each College. Such appointments shall be for a term not to exceed one year.

- ~~3. The graduate student members of the Council shall be selected by the UNK Graduate Student Association. In the absence of an active Graduate Student Association, the UNK Dean for Graduate Studies shall appoint the members from a list of departmental nominees. Graduate student members must be currently enrolled in a minimum of six hours and in good academic standing. Terms for graduate student members shall be one year, commencing with the beginning of Fall Semester.~~

B. Powers of the UNK Graduate Council

The UNK Graduate Faculty has delegated to the Council its policy and decision-making powers for graduate matters, subject to review and possible override by a vote of the Graduate Faculty. Decisions of the Council effecting change of policy and/or regulations may become effective immediately. All actions become final one month after general publication to the UNK Graduate Faculty unless a petition signed by at least ten members is submitted to the UNK Dean for Graduate Studies requesting a meeting of the Graduate Faculty to discuss the action of the Council. The UNK Graduate Faculty may, after discussion of the matter, request the Dean to conduct a referendum (mail ballot) of the issue.

C. Meetings of the UNK Graduate Council

1. The Graduate Council shall meet monthly during the academic year. In addition, the UNK Dean for Graduate Studies may call special meetings when necessary. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.
2. Robert's Rules of Order shall serve as the parliamentary authority for Council meetings.
3. The quorum for meetings of the Council shall be 50% of the membership of the Council.
4. Any member of the Council may place items on the agenda for a meeting.
5. The Dean for Graduate Studies shall be responsible for recording the minutes of the Council meetings and distributing them to the members of the Council, the UNK Graduate Faculty, and other appropriate persons.

IV. THE UNK DEAN FOR GRADUATE STUDIES

~~The Dean for Graduate Studies, University of Nebraska at Kearney, shall be appointed by the UNK Chancellor subject to approval by the President and the Board of Regents. The Dean for Graduate Studies, University of Nebraska at Kearney, shall be recommended for appointment by the UNK Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents.~~

The Dean for Graduate Studies shall be responsible to the Chancellor, University of Nebraska at Kearney, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Kearney, and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska at Kearney, and shall be chair of the UNK Graduate Council.

V. GRADUATE COMMITTEES

Each ~~Graduate~~ department authorized to offer major work leading to the Master's or Specialist's degree shall have a Graduate Committee consisting of not ~~less~~ fewer than three UNK Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In all cases, at least two-thirds of the Committee must be Graduate Faculty. Whenever possible, department chairs should not serve on Graduate Committees.

Membership of the Graduate Committee is recommended by the administrative unit through its department chair or program director, for appointment by the Dean for Graduate Studies, University of Nebraska at Kearney (on behalf of the Dean of the Graduate College). Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

VI. GENERAL

Policies, procedures, rules, and regulations previously in effect relating to University of Nebraska at Kearney graduate programs and not superseded or rendered void by this document, or by policies of the University of Nebraska Graduate College, shall remain in effect upon its adoption. The actions of the University of Nebraska at Kearney Graduate Council and the UNK Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

Approved by the KSC/UNK Graduate Council November 8, 1990, the Executive Graduate Council January 17, 1991, and by the Board of Regents March 16, 1991.

Revisions approved by the UNK Graduate Council on March 8, 2018.

1. *Business and Technology*: Accounting, Finance, and Economics; Cyber Systems; ~~Family Studies~~; Industrial Technology; Management; Marketing, Agribusiness, and Supply Chain Management.
2. *Education*: Communication Disorders; Counseling, School Psychology and Family Science; Educational Administration; Kinesiology and Sports Sciences; and Teacher Education.
3. *Arts and Sciences*: Art and Design; Biology; Chemistry; Communication; Criminal Justice; English; Geography and Earth Science; History; Mathematics and Statistics; Modern Languages; Music, Theatre, and Dance; Physics and Astronomy; Philosophy; Social Work; and Sociology.

Campus Graduate Studies Governance Documents: University of Nebraska–Lincoln

I. GRADUATE STUDIES

Subject to the powers vested in the Board of Regents, assigned to the University-wide Graduate Faculty or its Executive Graduate Council, or delegated to its administrative officers, the immediate government of Graduate Studies, University of Nebraska–Lincoln, shall be by members of the Graduate Faculty, University of Nebraska–Lincoln.

II. GRADUATE FACULTY

All Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska-Lincoln, shall comprise the UNL Graduate Faculty.

The procedures for appointments, duties, and responsibilities of the Graduate Faculty, including associates, emeriti, and adjunct, of the University of Nebraska are given in the “University of Nebraska Graduate College Bylaws and Policies.”

~~The Graduate Faculty at the University of Nebraska–Lincoln is composed of all tenured or tenure-leading faculty members, as well as other selected faculty. The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and chair doctoral supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental program.~~

~~Non-tenure line faculty may be designated as Graduate Faculty by the Dean of the Graduate College, University of Nebraska, following nomination by a member of the Graduate Faculty, endorsement by the chair of the graduate committee of the nominee’s department, school, or interdepartmental area, recommendation by 2/3’s of the Graduate Faculty in their department, (or through an alternative procedure designated in the “University of Nebraska System Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies and Research”) and endorsement by the Dean for Graduate Studies, University of Nebraska–Lincoln.~~

~~III. GRADUATE FACULTY ASSOCIATES~~

~~Graduate Faculty Associate status may be granted upon recommendation of the Graduate Faculty affiliated with a specific department or interdepartmental area and with approval by the campus Dean for Graduate Studies. Graduate Faculty Associates may teach graduate courses, direct masters theses, serve on or chair masters examining committees, and serve on doctoral supervisory committees. Graduate Faculty Associate status is granted for a specific term not to exceed a period of four years from the start of the staff member’s faculty appointment.~~

~~IV. EMERITI GRADUATE FACULTY~~

~~Upon the recommendation of the departmental or interdepartmental Graduate Committee retired Graduate Faculty who have been appointed to emeritus status may retain the rights~~

~~and privileges associated with the Graduate Faculty. These rights and privileges include permission to teach graduate courses, to serve as members of graduate programs, or to co-chair the supervisory committees of doctoral students with a resident Graduate Faculty member. Emeriti faculty can be reappointed annually by the departmental Graduate Committee, and approved by the departmental Chair or Head and by the Dean for Graduate Studies, University of Nebraska–Lincoln. Any compensation decision continues to reside within the department.~~

III. POWERS OF THE GRADUATE FACULTY

The Graduate Faculty administratively associated with the University of Nebraska–Lincoln shall have all powers of government of Graduate Studies, University of Nebraska–Lincoln, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents, or in the general statutes and rules governing the University. The Graduate Faculty, University of Nebraska–Lincoln, shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

IV. THE GRADUATE COUNCIL

There shall be a Graduate Council to serve as an advisory body to the Dean for Graduate Studies, University of Nebraska–Lincoln, and as the administrative body for Graduate Studies subject to the authority of the Graduate Faculty, University of Nebraska–Lincoln. The Graduate Council shall meet formally and as a whole at least two times during each academic semester and shall consist of eight elected members of the Graduate Faculty, two graduate students, and the Dean for Graduate Studies of the University of Nebraska–Lincoln. A majority of voting members shall constitute a quorum.

Each year, two members of the Graduate Faculty shall be elected to the Graduate Council to serve four-year terms of office. The elections of Graduate Council members shall be from nominees presented by a nominating committee designated by the Graduate Council, and by Graduate Faculty petition. One member of the Graduate Faculty shall be elected from each of the following eight areas: Agricultural and Biological Sciences; Arts; Business; Engineering; Humanities; Physical Sciences; Professional Education; and Social Sciences. A member of the Graduate Council can serve no more than two four-year terms consecutively.

The University of Nebraska–Lincoln Graduate Council shall select two of its members to serve as Representatives and one of its members to serve as an Alternate on the University of Nebraska Executive Graduate Council. Since the term for faculty members of the Executive Graduate Council shall be three years, according to the Graduate College Governance Document, only members of the University of Nebraska–Lincoln Graduate Council who have at least three years remaining on the UNL Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

Two graduate students shall be elected to the Graduate Council each year by the Graduate Student Assembly, University of Nebraska–Lincoln. In the absence of an active Graduate Student Assembly, the Graduate Council shall, upon the recommendation of the Dean for Graduate Studies of the University of Nebraska–Lincoln, appoint the graduate student representatives to the Graduate Council.

V. DEAN FOR GRADUATE STUDIES

~~The Dean for Graduate Studies, University of Nebraska—Lincoln, shall be appointed by the UNL Chancellor subject to approval by the President and the Board of Regents. The Dean for Graduate Studies, University of Nebraska—Lincoln, shall be recommended for appointment by the UNL Chancellor and by the President, University of Nebraska. Appointment shall be made by the Board of Regents.~~ The Dean for Graduate Studies shall be responsible to the Chancellor, University of Nebraska—Lincoln, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all post-baccalaureate education graduate programs at the University of Nebraska—Lincoln, and for adhering to these Graduate College Bylaws, and implementing applicable Bylaws and Policies ~~the policies~~ of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska—Lincoln, and shall be chair of the UNL Graduate Council. The Dean for Graduate Studies shall at all times have a voice, but shall cast a vote only in case of a tie.

VI. GRADUATE COMMITTEES

Each administrative unit authorized to offer major work leading to the Master's or Doctoral degree shall have a Graduate Committee consisting of not ~~less~~ fewer than three Graduate Faculty members, one of whom is designated as chair of the Graduate Committee. In the case of an administrative unit offering a doctoral degree, however, the majority of the Graduate Committee and its chair must be Graduate Faculty.

Membership of the Graduate Committee is recommended by the administrative unit through its departmental chair, chair of the interdepartmental area, director, or academic dean, as appropriate, for appointment by the Dean for Graduate Studies, University of Nebraska—Lincoln, acting for the Dean of the Graduate College, University of Nebraska. Graduate Committees are responsible for the general supervision of graduate work in their administrative units.

VII. SUPERVISORY COMMITTEES

For each student who has been accepted by a department or area for the doctoral objective, a Supervisory Committee ~~of at least four members who are Graduate Faculty~~ shall be appointed as described in Section 2.F.2 of these Bylaws, by the Dean for Graduate Studies, University of Nebraska—Lincoln, acting for the Dean of the Graduate College, University of Nebraska. ~~All professors on the supervisory committee must either be on the Graduate Faculty or be non-Graduate Faculty approved to perform specified Graduate Faculty duties.~~ At least one Graduate Faculty member external to the department or area in which the doctorate is to be granted must be included on the supervisory committee ~~responsible for supervising the student's doctoral program of studies. The committee shall approve the student's program of studies, monitor academic progress, approve the dissertation subject, and shall act as the committee for the final examination.~~

VIII. GENERAL

Policies, rules, and regulations previously in effect relating to graduate programs and not superseded or rendered void by this governance plan shall remain in effect upon its adoption.

Revisions approved by the UNL Graduate Council October 5, 1988, March 14, 1996; the University of Nebraska Executive Graduate Council November 17, 1988, February 17, 1997, October 26, 2022; and presented to the Board of Regents January 14, 1989, June 1, 1996, December 2, 2022. ~~Revision approved by the UNL Graduate Council March 14, 1996, the~~

IX. UNL DEFINITION OF AREAS

- A. *Arts*: The Hixson-Lied College of Fine and Performing Arts including the School of Art, Art History and Design, the Glenn Korff School of Music, Johnny Carson School of Theatre and Film, and the Department of Architecture in the College of Architecture.
- B. *Humanities*: Classics, Communication Studies, English, Modern Languages and Literatures, Philosophy, and the College of Journalism and Mass Communications.
- C. *Physical Sciences*: Chemistry, Computer Science and Engineering, Earth and Atmospheric Sciences, Mathematics, Physics and Astronomy, and Statistics.
- D. *Engineering*: All departments and Schools in the College of Engineering.
- E. *Business*: All departments of the College of Business ~~including the Department of Economics~~.
- F. *Social Sciences*: Anthropology, Child, Youth and Family Studies, Community and Regional Planning, Geography, History, Law, Political Science, Psychology, Sociology, and Textiles, Merchandising and Fashion Design.
- G. *Agricultural Sciences and Biological Sciences*: The School of Biological Sciences, Nutrition and Health Sciences, and all departments of the College of Agricultural Sciences and Natural Resources.
- H. *Professional Education*: Departments of Educational Administration, Educational Psychology, Special Education and Communication Disorders, and Teaching, Learning and Teacher Education.

The Definitions of Areas were approved by the UNL Graduate Council February 14, 2008.

Original document approved by University of Nebraska–Lincoln Graduate Faculty, December 10, 1973. Amendments made by University of Nebraska–Lincoln Graduate Council, Executive Graduate Council, and subsequently by Regental action on January 14, 1989, and February 11, 1989.

Additional revisions approved by the UNL Graduate Council on February 8, 2018, August 16, 2018.

Campus Graduate Studies Governance Documents: University of Nebraska Medical Center

I. GRADUATE STUDIES AT UNMC

The Graduate Faculty at the University of Nebraska Medical Center (UNMC) shall have the authority to govern Graduate Studies on the Medical Center campus, subject to the powers vested in the Board of Regents and assigned to the University-wide Graduate Faculty and its Executive Graduate Council.

II. MEMBERSHIP OF THE UNMC GRADUATE FACULTY

All University-wide Graduate Faculty who are administratively located within the University of Nebraska Medical Center shall comprise the UNMC Graduate Faculty. The mechanism for selection of Graduate Faculty has been established on a University-wide basis, as detailed in the Section II of the University of Nebraska Graduate College Policy Handbook (often called the "Governance Document") and implemented at UNMC as summarized below.

Graduate Faculty members are appointed by the Dean of the Graduate College, University of Nebraska, following nomination by a Graduate Faculty member and endorsement by the chairperson of the nominee's department, the chair of the Graduate Committee of the nominee's department or interdepartmental area, the nominee's academic dean or director, and the UNMC Dean for Graduate Studies.

- A. A current faculty member may be designated as Graduate Faculty by the Dean of the Graduate College, University of Nebraska, when recommended by ~~2/3~~ two-thirds of the Graduate Faculty in the member's department (or through an alternative procedure detailed in Section II.D. of the University of Nebraska Graduate College Handbook) and endorsed by the UNMC Dean for Graduate Studies.
- B. New UNMC faculty members who meet the required criteria and are to be appointed to specific term, health professions or continuous appointments in academic departments that house a graduate degree-granting program (masters, doctoral, or both) will automatically be appointed as Graduate Faculty. All new faculty in this category will be appointed as Graduate Faculty in their letter of appointment at the time of hire, contingent upon the approval of the UNMC Dean for Graduate Studies; hence, no application process will be required.

Graduate Faculty may teach graduate courses, supervise students working toward M.S. or Ph.D. degrees, serve on Supervisory Committees, Comprehensive Exam Committees, and Final Oral Exam Committees for M.S. or Ph.D. degree candidates, and vote on nominations for appointment to the Graduate Faculty. Refer to Section 2.B.4 of this University of Nebraska Graduate College Governance Document for policy regarding the privileges afforded to Adjunct Faculty who have retained Graduate Faculty status when leaving the institution.

III. MEETINGS OF THE UNMC GRADUATE FACULTY

- A. The UNMC Graduate Faculty shall meet annually and at other times if called by the UNMC Dean for Graduate Studies, by vote of the UNMC Graduate Council, or by petition of any 25 UNMC Graduate Faculty members. Twenty-five members shall constitute a quorum.
- B. The UNMC Graduate Faculty can by majority vote override any specific action taken by the UNMC Graduate Council.

- C. The UNMC Dean for Graduate Studies or the Dean's designee selected from the membership of the UNMC Graduate Faculty shall preside over meetings of the UNMC Graduate Faculty.
- D. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Faculty.

IV. UNMC GRADUATE COUNCIL

- A. The UNMC Graduate Council shall serve as a governing body acting on behalf of the UNMC Graduate Faculty and shall serve as an advisory body to the UNMC Dean for Graduate Studies. The Graduate Council shall consist of the chair of each program Graduate Committee (or his/her designee), one UNMC graduate student and the Dean for Graduate Studies. In addition, members of the Executive Graduate Council whose terms have ended on the UNMC Graduate Council will be ex officio members of the UNMC Graduate Council.
- B. The graduate student representative shall be selected by the UNMC Graduate Student Association. In the absence of an active Graduate Student Association, the Dean for Graduate Studies shall appoint a student member to the Graduate Council.
- C. Each regular member of the Graduate Council shall have one vote.
- D. The UNMC Executive Associate Dean for Graduate Studies, serving as the UNMC Dean's designee, shall preside over meetings of the UNMC Graduate Council.
- E. The UNMC Graduate Council shall meet monthly and as called by the UNMC Dean for Graduate Studies. A majority of voting members shall constitute a quorum. The UNMC Graduate Council meetings are open meetings.
- F. Decisions by the Council shall be by simple majority vote. The UNMC Dean for Graduate Studies shall cast a vote only in the case of a tie.
- G. Any member of the UNMC Graduate Faculty may request that an item be placed on the agenda of the UNMC Graduate Council meeting.
- H. The UNMC Dean for Graduate Studies shall be responsible for recording and appropriate distribution of minutes of the meetings of the UNMC Graduate Council.

V. DEAN FOR GRADUATE STUDIES

The Dean for Graduate Studies, University of Nebraska Medical Center, shall be appointed by the UNMC Chancellor subject to approval by the President and the Board of Regents. The UNMC Dean for Graduate Studies is appointed by the Board of Regents upon recommendation of the UNMC Chancellor and the President of the University of Nebraska. The Dean shall be responsible to the Chancellor and the University of Nebraska Dean of the Graduate College. The UNMC Dean shall be administratively responsible for all graduate studies programs on the UNMC campus including the appointment (on behalf of the Dean of the Graduate College, University of Nebraska) of Graduate Committees and of the Advisory/Supervisory Committees for each student who is accepted into an approved M.S. or Ph.D. degree program at UNMC. The Dean or the Dean's designee shall preside over meetings of the UNMC Graduate Faculty and the UNMC Graduate Council.

VI. SUPERVISORY COMMITTEES

For each student who has been accepted by a department or area for the doctoral objective, a

Supervisory Committee shall be appointed as described in Section 2.F.2 of these Bylaws. However, the student's graduate program may require that an Examination Committee, partially distinct from the Supervisory Committee, assume the responsibility of preparing, giving, and evaluating the comprehensive exam. All voting members of the Examination Committee must be members of the Graduate Faculty.

VII. GENERAL

The UNMC Graduate Faculty shall have two representatives on the Executive Graduate Council. In addition, there shall be one alternate.

The actions of the UNMC Graduate Council and the UNMC Graduate Faculty shall not supersede the Rules and Regulations nor actions of the University-wide Graduate Faculty or the Executive Graduate Council.

Approved by the UNMC Graduate Faculty March 2, the University of Nebraska Executive Graduate Council March 11, and the Board of Regents March 19, 1977.

Revision approved by the UNMC Graduate Council July 11, the UNMC Graduate Faculty August 15, the University of Nebraska Executive Graduate Council September 20, and the Board of Regents December 15, 1979.

Second revision approved by the UNMC Graduate Council October 15, 1987, the UNMC Graduate Faculty January 7, the University of Nebraska Executive Graduate Council February 18, and the Board of Regents April 9, 1988.

Third revision approved by the UNMC Graduate Council February 15, 1996, the UNMC Graduate Faculty March 7, 1996, University of Nebraska Executive Graduate Council February 19, 1997 and the Board of Regents June 1, 1996.

Fourth revision approved by the UNMC Graduate Council February 14, 2018.

Fifth revision approved by the UNMC Graduate Council April 5, 2018, and the UNMC Graduate Faculty April 24, 2018.

Sixth revision approved by the UNMC Graduate Council April 7, 2022, the University of Nebraska Executive Graduate Council October 26, 2022, and presented to the Board of Regents December 2, 2022.

I. GOVERNMENT OF GRADUATE STUDIES AT UNO

The University of Nebraska at Omaha (UNO) Graduate Faculty shall have all powers of government of Graduate Studies at UNO, except as otherwise provided herein, or in Graduate College governance procedures approved by the Board of Regents. The Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies shall be appointed by the Board of Regents upon recommendation of the UNO Chancellor and shall be administratively responsible for the welfare of all graduate studies programs on the UNO campus and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies. The UNO Graduate Council shall serve as the legislative and decision-making body of the UNO Graduate Faculty and as an advisory body to the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies. In this document “the Faculty,” “the Dean,” and “the Council” shall refer to the UNO Graduate Faculty, the Associate Vice Chancellor for Academic Affairs and Dean for Graduate Studies, and the UNO Graduate Council, respectively.

II. THE UNO GRADUATE FACULTY

A. Membership of the Faculty

The Graduate Faculty of the University of Nebraska, who are administratively assigned to the University of Nebraska at Omaha, shall comprise the UNO Graduate Faculty.

The procedures for appointments of the Graduate Faculty of the University of Nebraska are given in the “University of Nebraska System-Wide Organization and Procedures for Administration and Faculty Management of Graduate Studies” (often called the “Governance Document”). Graduate Faculty may advise graduate students, participate in the decisions of their graduate department(s) affecting the graduate program(s), supervise students working toward master’s degrees, and serve on final examining committees for master’s degree candidates. Graduate Faculty may also supervise doctoral students and may vote on nominations for Graduate Faculty Status.

B. Powers of the Faculty

The powers of the Faculty shall be those outlined in section I; in particular, the Faculty shall have the power to determine its own rules of procedure, provide for regular or special meetings, and establish necessary standing and special committees.

C. Meetings of the Faculty

1. The Faculty shall meet once each semester in regular session. The agenda shall be drawn up by the Dean and Committee A: Policy and Planning of the Council with input from Committees B: Courses, Programs and Evaluation.
2. Robert’s Rules of Order shall serve as the parliamentary authority for meetings of the Faculty.
3. The quorum for meetings of the Faculty shall be 10% of the membership of the Faculty.
4. Any member of the Faculty may petition to place items on the agenda for a meeting of the Faculty if they are presented in writing to the Dean two weeks prior to the meeting. Items to be voted on must be submitted as written motions with proper supporting material.

5. Any ten members of the Faculty may petition for a special meeting of the Faculty. The petition must state a rationale for such a meeting. The agenda for special meetings shall consist only of the item or items addressed by the petition.
6. The Dean shall be responsible for recording the minutes of the meetings of the Faculty and distributing them to all members of the Faculty and to other appropriate persons.

III. THE UNO GRADUATE COUNCIL

A. Membership of the Council

The Council shall consist of elected members of the Faculty, the two Executive Graduate Council members and the Executive Graduate Council alternate, and two student members.

1. The number of elected members of the council allocated to each college shall be based on the number of graduate students and the number of members of the Faculty in the college. Terms for elected members of the Council shall be three years and shall commence on August 15 following election to the Council.
 - a. When the term of office for a member of the Council ends or when a vacancy occurs for some other reason and the remainder of the term is more than one year, the election to fill the vacancy shall be conducted by the Office of Graduate Studies. A mail or electronic ballot shall be sent to all members of the Faculty. Nominations for the mail ballot shall be obtained as follows:

The cognizant Dean, after determining if there are members of the Faculty in the college who prefer not to stand for election, shall prepare a printed or electronic ballot containing the names of all members of the Faculty in the college who will stand for election. The ballot as prepared shall be submitted to all members of the Faculty in the college. The two persons on the ballot who receive the highest number of votes shall stand for elections to the Council.
 - b. If the remainder of the term is one year or a portion of one year, the Dean shall appoint a member of the Faculty in the college concerned (with the concurrence of the cognizant Dean) to fill the remainder of the term.
2. The minimum number of representatives granted to each college shall be two so that each college has a minimum of one representative on each of the two Graduate Council committees. Terms of representative to the Graduate Council shall be staggered so that no more than one-third of the representatives on the Graduate Council are replaced in a given year.
 - a. Representatives on the UNO Graduate Council

*Using this minimum plus the allocation formula, the current number of representatives on the Graduate Council are as follows

<i>College</i>	<i>Number of Representatives</i>
Arts & Sciences	5
Business Administration	4
<u>Education</u> ~~Education~~ , Health, and Human Sciences	6
Communication, Fine Arts & ~~Mass~~ -Media	3
Information Sciences & Technology	3
Public Affairs & Community Service	4

b. UNO Definition of Areas

- i. *Arts and Humanities*: Art and Art History, Black Studies, Dramatic Arts, English, Fine Arts Press, Foreign Languages, History, International Studies, Music, Philosophy, Religion, and Writers Workshop.
- ii. *Business*: All Graduate Faculty departments in the College of Business Administration & ISQA and IS&T.
- iii. *Social Sciences*: Communication, Geography, Political Science, Psychology, Sociology, and all departments in the College of Public Affairs and Community Service.
- iv. *Natural Sciences*: Biology, Chemistry, Computer Science, Geology, Mathematics, and Physics.
- v. ~~Professional~~ *Education*: All departments in the College of Education, Health and Human Sciences.

3. The University of Nebraska at Omaha Graduate Council shall select two of its members to serve as Representatives and one of its members to serve as an Alternate on the University of Nebraska Executive Graduate Council. Since the term for faculty members of the Executive Graduate Council shall be three years, according to the Graduate College Governance Document, only members of the University of Nebraska at Omaha Graduate Council who have at least three years remaining on the UNO Graduate Council shall be eligible as candidates for Executive Graduate Council Representative or Alternate positions. A Representative or Alternate shall be elected each year, so that two Representatives and one Alternate shall be serving at any time.

The alternate's role is to take the place of an EGC Representative if the Representative cannot attend a meeting. It is not the role of the alternate to replace a Representative.

4. The graduate student members of the Council shall be selected by the Graduate Student Association. In the absence of a recommendation from the Graduate Student Association, the Dean shall appoint the graduate student members from a list of departmental nominees.

Graduate student members must be currently enrolled students in good standing. Terms for graduate student members shall be one year, commencing on August 15 in the year of appointment.

IV. POWERS OF THE COUNCIL

The Faculty has delegated to the Council its legislative and decision making powers for graduate matters, subject to review and possible override by vote of the Faculty. Decisions of the Council effecting change of policy and/or regulations shall be final within twenty (20) working days (summer sessions and vacation periods excluded) after general publication to the Faculty unless a petition signed by at least ten (10) members of the Faculty is submitted to the Dean requesting a meeting of the Faculty to discuss the decision of the matter, request the Dean to conduct a referendum (printed or electronic ballot) of the Faculty on the matter under discussion. A majority vote of the Faculty voting on the referendum can override a decision made by the Council.

V. MEETINGS OF THE COUNCIL

- A. The Council shall meet monthly. In addition, the Dean may call a special meeting of the

Council. The Dean shall draw up the agenda for each meeting and distribute it to all members of the Council and to other appropriate persons.

- B. Robert's Rules of Order shall serve as the parliamentary authority for meetings of the Council.
- C. The quorum for meeting of the Council shall be 50% of the membership of the Council.
- D. Any member of the Council may place items on the agenda for a meeting of the Council.
- E. The Dean shall be responsible for recording the minutes of the meetings of the Council and distributing them to the members of the Council and to other appropriate persons.

VI. DEAN FOR GRADUATE STUDIES

~~The Dean for Graduate Studies, University of Nebraska at Omaha, shall be appointed by the UNO Chancellor subject to approval by the President and the Board of Regents. The Dean for Graduate Studies, University of Nebraska at Omaha, shall be recommended for appointment by the UNO Chancellor and by the President, University of Nebraska. Appointments shall be made by the Board of Regents.~~ The Dean for Graduate Studies shall be responsible to the Sr. Vice Chancellor for Academic Affairs, University of Nebraska at Omaha, and to the Dean of the Graduate College, University of Nebraska, and shall be administratively responsible for the welfare of all graduate programs at the University of Nebraska at Omaha and for implementing the policies of the Board of Regents and the Graduate Faculty concerning graduate studies.

The Dean for Graduate Studies shall preside at meetings of the Graduate Faculty, University of Nebraska at Omaha, and shall be the chair of the UNO Graduate Council. The Dean for Graduate Studies shall at all times have a voice, but shall cast a vote only in case of a tie.

VII. GRADUATE PROGRAM COMMITTEES

Each Graduate department authorized to offer major work leading to the master's or doctor's degree shall have established for it a Graduate Program Committee consisting of not ~~less~~ fewer than three members of the Graduate Faculty, one of whom is designated as chairman. In the case of a graduate department offering a doctoral degree, the majority of the Committee and its chairman must be members of the Graduate Faculty. In all cases, at least two-thirds of the Committee must be members of the Graduate Faculty. Membership of the Graduate Program Committee is recommended by the Departmental chairman or other appropriate administrator for appointment by the Dean of the Graduate College, who has delegated that responsibility to the UNO Dean.

In its graduate department the Graduate Program Committee shall have the responsibility for the planning of the graduate program, the general supervision of candidates for graduate degrees and the evaluation of students by means of qualifying or final comprehensive examinations. The word "program" denotes all kinds of academic requirements which must be satisfied by the students admitted to the departmental graduate studies—including both major and minor requirements, together with quality-of-work standards, transfer credits, and those electives which are not major or minor courses.

Approved UNO Graduate Council October 12, 1981.

Revised UNO Graduate Council November 14, 1988, approved by the Board of Regents July 22, 1989.

Revised UNO Graduate Council December 11, 1997, approved by the Board of Regents May 16, 1998.

Revisions approved by the UNO Graduate Council on November 13, 2017.

Edits approved by the Executive Graduate Council April 25, 2018 and approved by a vote of the University of Nebraska Graduate Faculty on May 18, 2018. Presented to the Board of Regents on June 28, 2018.

Related Policy Documents

I. GRADUATE DEGREES/CERTIFICATES

A. Recommendation on the Requirements for Degrees

The Executive Graduate Council reaffirms the exclusive right of faculty members to assign grades, to recommend admission of students to programs (retaining Board of Regents admission standards), to make recommendation on the requirements for degrees, to recommend the awarding of assistantships (the deans retain the authority to appoint graduate assistants), and to recommend candidates for degrees. The Executive Graduate Council does not recognize the administrative assignment of a grade, or the administrative awarding of an assistantship not recommended by appropriate faculty action (this does not apply only to graduate committees). The Executive Graduate Council reaffirms the right of all students to evaluations for grades, awards, and degree procedures written into the graduate catalogs, and does not recognize agreements between departments and students which circumvent the existing appeal procedures.

SOURCE: Executive Graduate Council Minutes 10-18-79

Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

1. *Subdoctoral Degree Credits.* All graduate credits to be counted toward the satisfaction of subdoctoral degree requirements—including all transfer credits— must be approved and recommended by the cognizant Graduate Committee of the student's major department or area. Not less than 50 percent of the course work required for any subdoctoral graduate degree must be completed at the University of Nebraska. No graduate credits will be accepted as transfer credits unless earned at an institution fully accredited to offer graduate work in the field of the student's major; nor should the student expect any graduate credits to be transferred unless the Graduate Committee evaluated the quality and suitability equal to or superior to offerings available at the University of Nebraska.

SOURCE: Executive Graduate Council Minutes 04-03-75, edits approved by the Executive Graduate Council 11-30-11

2. *Professional Post-Baccalaureate Degree (Credential).* A post-baccalaureate degree which is the first or minimum degree offered by the University of Nebraska that qualifies a person to stand for licensure in one of the recognized professions, and which is pursued, for all intents and purposes, exclusively by persons intending to seek licensure in that profession, is regarded as a **first** professional degree. ~~Any other post baccalaureate degree is regarded as a graduate degree.~~

Further, degrees may be considered as professional degrees if:

- the program is designed around curriculum or standards prescribed by a professional accrediting body and the program has received or will seek accreditation.
- the program may lead to licensure, but is not restricted to first licensure for a profession.
- the program is designed for, and admits only, licensed professionals, and is intended to expand the scope of practice of the licensed profession, or
- the program is designed for a professional practitioner to enhance their career options within that profession

Post-Baccalaureate degrees that meet the criteria above and receive such a designation by a campus, with affirmation by the Executive Vice President and Provost, are not administered by the University of Nebraska Graduate College and do not go through the Graduate College review process. Any other post-baccalaureate degree is to be considered a graduate degree and subject to the Bylaws and Policies of the University of Nebraska Graduate College and granted the benefits of affiliation with the Graduate College and respective graduate studies offices. If a proposed degree (with the exception of Expedited Certificates) is deemed a professional degree but does not have an accrediting body or has yet to be accredited, clear alignment with the curricular requirements of the body to which professional accreditation is being sought or evidence of a rigorous external review (similar to the EGC process for graduate degrees) will be required prior to submittal for Board of Regents approval.

SOURCE: Letter from Executive Vice President to Chancellors 02-01-82, edits approved by the Executive Graduate Council 11-30-11, [10-26-22](#)

3. *Certificates.* The certificate at the graduate level may be either sub-master or post-master and is intended to indicate a given level of proficiency in a given area where there is an established need, just as master and doctoral degrees do—not that a given number of credit hours have been earned.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

4. *Format for Graduate Degrees.* The heading shall read “The University of Nebraska.” There shall be a subsidiary heading reading “Graduate College.” Following the subsidiary heading shall be a paragraph reading “This diploma makes known that the Board of Regents of the University of Nebraska upon the recommendation of the Graduate Faculty and by authority of the statutes of the State has by its officers specially authorized hereto conferred the degree.”
 - a. The above paragraph will be followed by the formal name of the degree and by the word “upon” and by the full name of the degree recipient. The degree recipient’s name will be followed by the statement “who is entitled to enjoy all the rights, honors, and privileges pertaining to that degree.”
 - b. A paragraph reading “in testimony whereof we have hereunto subscribed our names and caused the seal of the said Board to be affixed this _____ day of 20__.”
 - c. The seal of the University will be in the lower left-hand corner, the word “attest” will appear after the seal and following this word will appear the signatures and printed titles of the corporation secretary of the Board, the chairman of the Board, and the President of the University.
 - d. Across the bottom of the diploma will be printed the names of the four campuses of the University in the following order: The University of Nebraska–Lincoln, The University of Nebraska Medical Center, The University of Nebraska at Omaha, The University of Nebraska at Kearney.

(See also Appendix [35](#))

B. Expedited Review of Proposed New Graduate Certificate Programs

Under certain circumstances proposed new Certificate Programs would receive expedited review and approval. This would involve review by the Campus Graduate Council and the

Council of Academic Officers, with final approval by the Executive Vice President and Provost, and President.

For a program to be considered for expedited review and approval, it must meet the following requirements:

1. The proposed certificate must be a reasonable extension of an existing masters or doctoral program in that it uses existing courses in the present masters.
2. The proposed certificate would require at least 12-15 hours of work past the bachelor's degree but no more than 20 hours. A core of required or elective courses must be in the department/program offering the certificate; however, there could be an opportunity for graduate students to take up to one third of the program in optional or elective courses in collateral departments of relevant disciplines, consistent with the requirements of the existing program.
3. The proposed certificate would be a repackaging of existing graduate courses, requiring no additional or reallocated resources to support the program. The proposal would have to demonstrate the availability of internal capacity to offer the certificate.
4. The proposal would need to show evidence of demand and that the proposal is being responsive to a demonstrated need in the university or community. However, the justification would not need to be as elaborate as that required for a completely new degree program.
5. Following approval of such a new Certificate Program, the action will be reported to the Board of Regents at the next meeting.
6. Please see Appendix ~~4-6~~ for material that will help prepare a request for Expedited Review.

SOURCE: Policy approved by Board of Regents on July 15, 2000

Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

II. POLICY ON THE PURSUIT OF GRADUATE DEGREES AT THE UNIVERSITY OF NEBRASKA BY FACULTY HOLDING THE RANK OF ASSISTANT PROFESSOR OR ABOVE (OR EQUIVALENT)

While it is not the intention of the University of Nebraska to deny access to graduate education to any qualified person, the University is concerned about possible conflict of interest, or even the appearance of such a conflict, when faculty members of this University pursue advanced degrees in its Graduate College.

Therefore, a member of the faculty in an instructional department who holds the rank of assistant professor or above or equivalent rank, or a member of the faculty in an instructional department who holds an appointment for a specific term, or a member of the administrative staff holding the rank of assistant professor or above, may pursue an advanced degree in the Graduate College only after receiving special permission from the person's academic dean or administrative supervisor and from the campus Graduate Council responsible for the program which he or she wishes to pursue. The advanced degree cannot be in the person's own department or area or in a closely related department or area. Whether a second department or area is too closely related to the person's own department shall be determined by the Dean for Graduate Studies of the campus involved in consultation with the Graduate Committees of the two departments or areas. Permission may be granted to pursue an advanced degree in the equivalent department on

another campus of the University of Nebraska.

The Graduate Faculty status of a person who is a member of the Graduate Faculty must be suspended when the person receives permission to pursue an advanced degree in the Graduate College of the University of Nebraska. However, with the permission of the appropriate campus Dean for Graduate Studies and the appropriate Graduate Committee, such persons shall be eligible to continue to teach graduate courses, supervise graduate students at the master's degree level, and serve on graduate supervisory and examining committees. Such permission must be obtained before starting such a program and annually after entering the program. Upon completing or withdrawing from such an advanced degree program, the original Graduate Faculty status shall be reinstated upon recommendation by at least ~~2/3~~ two-thirds of the Graduate Faculty of the department or area if the person returns to the same department in which he or she held an appointment originally. A change of appointment to another department requires that the person follow the established procedure for obtaining Graduate Faculty status.

SOURCE: Approved by the Executive Graduate Council at the May 8, 1984, Special Meeting Edits approved by the Executive Graduate Council 04-28-2018

III. GRADUATE STUDENTS

Graduate Students Defined. Full-time graduate students at the University of Nebraska shall be defined as graduate students enrolled for at least 9 credit hours during an academic semester or at least 4 hours during summer sessions irrespective of whether or not the student holds a graduate assistantship.

*SOURCE: Executive Graduate Council Minutes 03-18-76
Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018*

A. Veterans Administration - Certification of Graduate Students

Graduate students requiring certification as full-time students must be enrolled for at least 9 credit hours during an academic semester or at least 3 credit hours during summer sessions, whether or not the student holds a graduate assistantship. With approval of the Dean for Graduate Studies, students in the final semester of a master's degree program, or Candidates for doctoral degrees, registered for fewer than the minimum hours required for a full program may be granted full-time status provided they are not employed more than 22 hours per week (half time).

B. Seniors Approval for Graduate Courses

Seniors at an accredited institution who have obtained in advance the approval of the appropriate campus Dean for Graduate Studies may receive up to 12 hours of credit for graduate courses taken at any campus of the University of Nebraska System in addition to the courses necessary to complete their undergraduate work, provided that such credits are earned within the 12 months prior to receipt of the baccalaureate.

SOURCE: Executive Graduate Council Minutes 09-26-74

C. Simultaneous Matriculation

Normally, no graduate student may be a degree-seeking student in more than one graduate program at the University of Nebraska, unless enrolled in an approved dual- degree program. Any exceptions must have prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively

assigned. When there is approved simultaneous matriculation, the same course credit will not be accepted for more than one degree without prior approval of every Graduate Program Committee and every campus Dean for Graduate Studies through which the programs are administratively assigned.

SOURCE: Approved by the Executive Graduate Council 03-19-92

D. Students Admitted to Professional Colleges or Programs

Students admitted to professional colleges or programs at the University of Nebraska may enroll in up to 9 credit hours of graduate level courses (800 - and 900 - series) with the approval of the dean of the professional college that administers the program, the instructors for the graduate courses, and the campus Dean for Graduate Studies. In exceptional circumstances registrations above 9 credit hours may be permitted subject to the same approval. Reciprocal arrangements permitting students admitted to the Graduate College to enroll in courses offered in the professional colleges should be encouraged.

SOURCE: Executive Graduate Council Minutes 02-27-75

Edits approved by Executive Graduate Council 10-26-22

~~E. Supervisory Committee~~

~~For each student who has been accepted by a departmental or interdepartmental area for doctoral studies there shall be a Supervisory Committee, at least four members of which, including the chairperson, shall be Graduate Faculty. Membership on Supervisory Committees shall be recommended by the departmental or interdepartmental Graduate Committee for approval and appointment by the Dean (or his/her designee). In addition to the minimum of four members of the Graduate Faculty, Graduate Faculty and other eligible persons may be recommended by the Graduate Committee for appointment by the Dean (or his/her designee) to Supervisory Committees, provided that at least two thirds of the membership of each Supervisory Committee shall be Graduate Faculty. The Minor, or related fields, if applicable, shall be represented on the Committee. The Committee shall approve the student's program of studies, monitor the student's academic progress, approve the dissertation subject, prepare, give, and evaluate the comprehensive and final examinations, and approve the dissertation.~~

~~*SOURCE: Graduate College Governance Document*~~

- ~~1. *Graduate Faculty Representation to Doctoral Supervisory Committees. Doctoral Supervisory Committees should be encouraged to have one member of the Graduate Faculty from another University of Nebraska campus, whenever such representation promises to contribute to the student's program.*~~

~~*SOURCE: Executive Graduate Council Minutes 11-16-78*~~

E. Procedure for a Graduate Student to Receive a Degree from a Campus Other than that where the Degree is Based

1. The student submits a request to the Dean of the Graduate College, stating in which campus commencement ceremony they would like to receive the degree.

2. When making formal application for the degree, the student should indicate the campus ceremony in which they would like to receive the degree.
3. Campus Deans for Graduate Studies are to resolve the mechanics to comply with the request. These arrangements should include the following:
 - a. Each student graduating under these circumstances shall be so noted in the program and commencement script with a statement similar to the one formulated for the December 1977 UNO commencement as follows:

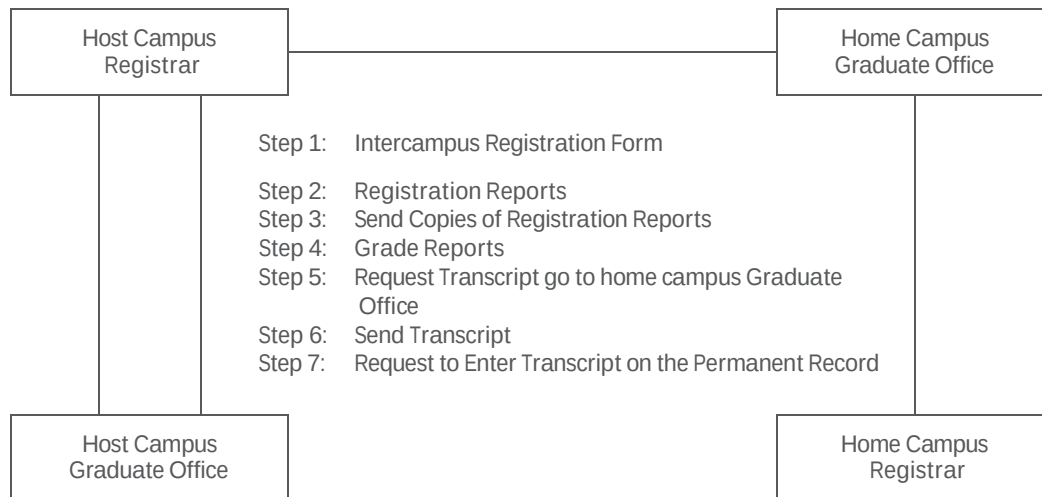
“A degree awarded on the recommendation of the Graduate Faculty in (major department) at the University of Nebraska (–Lincoln, at Omaha, at Kearney or Medical Center) in cooperation with the Graduate Faculty in (major department) at the University of Nebraska (–Lincoln, at Omaha, at Kearney, or Medical Center).”

ALL COMMENCEMENT PROGRAMS SHOULD INCLUDE THE STATEMENT THAT: “ALL GRADUATE DEGREES ARE UNIVERSITY OF NEBRASKA DEGREES.”

SOURCE: Executive Graduate Council Minutes 03-16-78

Edits approved by the Executive Graduate Council 11-30-11

Intercampus Registration Process



4. Necessary Conditions

- Student must file an intercampus registration form.
- Host campus must flag that student's record to assure communication with home campus (*Step 1*).

5. Description of Process

- a. Host campus registrar sends a copy of the intercampus registration forms to host campus graduate office (*Step 2*). This will allow the office to flag the records of those students.
- b. During the semester, the registrar on a particular campus sends information to the graduate office on that campus indicating the courses for which each graduate student taking courses on that campus is registered. The graduate office will forward this information to the home campus graduate office so that the home campus office can maintain a record of courses in which a student is enrolled on other campuses (*Step 3*).
- c. At the end of the semester, a grade record is sent to the graduate office on the campus in which the courses were completed (*Step 4*). The host campus graduate office will request the registrar to send a transcript to the home campus graduate office at that time (*Step 5*). This is done without charge (*Step 6*).
- d. The home campus graduate office will then pass on the host campus transcript to the registrar on the home campus and request that the information be entered officially on the student's transcript as it is maintained on the home campus (*Step 7*).

F. Policy on Summer Tuition Remission for Graduate Assistants

Any graduate assistant who is employed for one-third FTE or more during both semesters of an academic year may be eligible to receive tuition remission during the subsequent summer. Any graduate assistant who is employed for one-third FTE or more during only one semester of the preceding academic year may be eligible to receive reimbursement of summer session tuition.

provided he or she is employed as a graduate assistant for one-third FTE or more during the following fall semester. Any graduate assistant who is employed for one-third FTE or more during the summer may also be eligible for tuition remission during that same summer.

The amount of tuition remission for which each graduate assistant is eligible during the summer shall be determined as follows. Graduate assistants whose equivalent academic year stipends equal or exceed the amount charged for tuition and fees for thirty credit hours of graduate work on a non-resident basis shall be eligible to receive tuition remission for up to twelve credit hours during the summer. Graduate assistants whose equivalent academic year stipends are less than the above, but equal or exceed the amount charged for twenty-four credit hours of graduate work on a non-resident basis, shall be eligible to receive tuition remission for up to six credit hours during the summer.

SOURCE: Issued by the Executive Vice President and Provost 03-18-82

1. Tuition Remission. Tuition remission will be granted to graduate assistants for auditing courses when officially registered to audit the courses.

SOURCE: Executive Graduate Council Minutes 10-21-82

2. Any graduate student who drops below four credit hours in summer sessions will lose their eligibility for Social Security and Medicare tax exemptions.

SOURCE: Federal Tax Code, Rev. Proc. 2005-11

Edits approved by the Executive Graduate Council 11-30-11

3. Out-of-State Graduate Students. Graduate students registered for thesis work who have qualified as Nebraska residents while in attendance at the University and who are earning thesis credit while residing in a state other than Nebraska shall continue to be considered as residents for tuition purposes.

SOURCE: Minutes of the Board of Regents 06-10-59, Page 289 Legal Opinion from Richard Wood, General Counsel 12-09-80

G. Retention of Materials used in the Academic Evaluation of Students

Faculty members must decide either: (1) to retain custody for at least 30 days after the end of the semester of materials, such as examinations, term papers, and written or creative assignments, used in the academic evaluation of their students, or (2) to make reasonable efforts to return such materials to the student's custody.

If a faculty member decides to retain custody of some or all the materials used in the academic evaluation of a student, the faculty member must exercise reasonable care to maintain such materials for at least thirty days after notice of the student's final course grade has been transmitted from the appropriate campus.

This does not mean that the faculty member must retain such materials and records. The faculty member has the option of returning some or all such materials to the student's custody. However, it is then the faculty member's responsibility to make reasonable efforts to ensure that the materials are either given to the student personally or returned to the student by mail.

In any event, after the expiration of the aforementioned thirty-day period, the faculty member may dispose of the academic evaluation materials for any student who has not filed an appeal of their grade, or who has not been granted an extension of time for the filing of such an appeal, or who has not challenged the accuracy of their educational records under the Family

Educational Rights and Privacy Act (FERPA).

Once a faculty member has been notified of a student's intent to file a grade appeal in a particular course, or once the appeal process has been initiated, or once a challenge has been initiated under FERPA, the faculty member is obligated to exercise extraordinary care for the materials in the faculty member's custody relating to that student's grade in that course, until such time as the appeal has been finally resolved.

It should be understood that the standards incorporated within this policy, including the thirty-day time frame, are minimum standards. Individual campuses, colleges or departments may, at their discretion, adopt more stringent policies for the retention of materials, provided such policies conform to the procedures outlined above.

*SOURCE: Policy Memorandum Issued by Executive Vice President for Academic Affairs 10-13-81
Edits approved by the Executive Graduate Council 11-30-11*

IV. RULES FOR NON-TRADITIONAL WORKSHOPS, SHORT-TERM COURSES AND SPECIAL SEMINARS OFFERING GRADUATE CREDIT

A. Background

From time-to-time arrangements are made to offer graduate credit in conjunction with a workshop or conference. In the past, there has been no consistent practice with respect to providing information in brochures or other material describing the requirements that must be met by a student who wishes to earn graduate credit for participation in the particular workshop or conference in question.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11

B. Policy Statement

In all instances where graduate credit is offered for participation in a workshop or conference, all brochures and advertisements shall include a statement indicating if any additional requirements are necessary to receive credit and the name of a responsible contact person. All such brochures and advertisements must be approved by the campus Dean for Graduate Studies responsible for the program.

*SOURCE: Policy issued by Executive Vice President for Academic Affairs 01-21-82
Edits approved by the Executive Graduate Council 11-30-11*

C. Rules for all Non-Traditional Courses Offered for Graduate Credit by a Unit of the University of Nebraska

The following are rules for all non-traditional courses offered for graduate credit by any unit of the University of Nebraska. Individual campuses of the University may develop more detailed policies, but they must conform to the rules given below. The intent of these rules is to assure that all courses offered for graduate credit will meet all standards of quality prescribed by the Graduate College of the University of Nebraska.

1. General Rules

- a. Approval of all courses to be offered for graduate credit by any unit of the University of Nebraska is the responsibility of the appropriate campus Graduate Council or its designee. Recommendation for such approval shall be obtained, at a minimum, from the academic program, campus Graduate Council, and the campus Dean for Graduate

Studies.

- b. The offering of an approved course shall be under the authority of the academic program.
- c. All courses shall be equivalent in the following respects:
 - i. admission requirements for all students;
 - ii. grading system and evaluation standards;
 - iii. course requirements that allow for evaluation of student performance;
 - iv. access to faculty outside the scheduled course meetings for consultation;
 - v. qualification of faculty; and
 - vi. reasonable access to materials, facilities, and support.

2. Assignment of Credit Hours for Non-Traditional Credit Offerings

- a. Credit hours will be assigned according to the following minimum requirements regardless if it is called a course, a workshop, special topics, etc. For each hour of credit there needs to be at least 15 hours in-class instruction. The typical offering is 3 hours per day for 5 days per each graduate credit, i.e., 1 credit in 1 week, 2 credits in 2 weeks, etc.
- b. The other option is for a concentrated 3 day offering for one graduate credit. In this format, the duration of the course shall be at least one week greater than the number of credits offered except for a one credit offering, i.e., 1 credit over 1 week, 2 credits over 3 weeks, 3 credits over 4 weeks, etc.

SOURCE: Approved by the Executive Graduate Council 04-21-83, revised and Approved by the Executive Graduate Council 02-20-92, revision of Section IIB by Executive Graduate Council 04-21-94, edits approved by the Executive Graduate Council 11-30-11

D. Off-Campus Graduate Course Offerings

For all University campuses, any regularly scheduled campus course or approved online course (exclusive of non-traditional courses), taught by authorized graduate faculty of the University of Nebraska, can be considered for approval to be taught at an off-campus site without special course designation.

*SOURCE: Executive Graduate Council Minutes 10-17-91
Edits approved by the Executive Graduate Council 11-30-11*

V. NON- GRADUATE FACULTY RULES FOR TEACHING GRADUATE COURSES

~~A. Requirements of Non-Graduate Faculty to Teach Graduate Courses~~

~~Provided that all of the following requirements are met, a staff member who is not a member of the Graduate Faculty of the Graduate College may be permitted to teach graduate courses, direct masters theses, serve on or chair masters degree examining committees, and serve on doctoral supervisory committees:~~

- ~~1. The staff member shall have the terminal degree and the rank of assistant professor or above.~~
- ~~2. Permission must be obtained during the first four years of the staff member's faculty~~

~~appointment and shall be effective only during that period.~~

- ~~3. This permission must be recommended by the appropriate departmental or interdepartmental area graduate committee and approved by the campus Dean for Graduate Studies.~~
- ~~4. The staff member meeting these requirements will not have a vote on the Graduate Faculty, nor hold any elected office in the Graduate College.~~

~~SOURCE: Executive Graduate Council Minutes 10-15-81~~

~~B. Staff Member Graduate Credit~~

Unusual circumstances may arise in which a department wishes to assign, on a limited basis, the teaching of a course for graduate credit to a staff member who (1) is not a member of the Graduate Faculty and (2) does not qualify for Associate Graduate Faculty status under the conditions of the Executive Graduate Council action of October 15, 1981. In such cases, special permission may be given by the campus Graduate Council Studies Dean. Such permission must be limited to a specific course or courses and must be effective only for a specific time period, not to exceed one semester. Any first extension, for a maximum of one additional semester of the special permission, must be approved by the campus' Executive Graduate Council. Any further extension of the special permission must be approved (each semester) by the Executive Graduate Council.

~~SOURCE: Executive Graduate Council Minutes 11-17-83;
Edits approved by the Executive Graduate Council 10-26-22~~

VI. GUIDELINES FOR GRADUATE PROGRAMS

A. Guidelines for Submission and Process of Evaluation of New or Modified Graduate Programs

1. Introduction

Evaluation of new graduate programs will emphasize the anticipated quality of the new program (as defined by faculty credentials, the content of the course of study, library and research resources, etc.), as well as the potential for the development of a high-quality program. Other aspects of the review will focus on the relationship of the proposed program to the overall mission of the campus, the resources that will be necessary to develop a program of high quality and the need for the program, both with respect to opportunities for future employment and with respect to the impact of the proposed program on existing campus or University-wide academic programs.

All new academic programs must be approved by the Board of Regents and the Nebraska Coordinating Commission for Postsecondary Education prior to their being established or offered. Requests for new graduate programs are initiated at the departmental, unit or program level. Each request is reviewed at several levels prior to submission to the Board of Regents for approval. For the purposes of this policy, the term "academic program" shall mean a degree, major, certificate, diploma or equivalent curriculum. Programs proposing new "Certificates in Course" should be handled in the same way as proposed new programs.

2. Modification of Existing Programs

Programs undergoing significant modifications, which do not involve the establishment of

a new degree, will be submitted to the appropriate campus Graduate Council, which, in consultation with the Dean for Graduate studies, will decide whether the changes are major or minor. Minor changes (i.e., items that do not have to go to the Board of Regents) will be reviewed only by the campus Graduate Council. Major changes (i.e., items that must go to the Board of Regents) may need to be treated in a manner similar to that for new proposals and should be forwarded to the Dean of the Graduate College for consideration. The Dean will then determine which procedures are applicable to the particular proposal.

3. *Review Process for New Programs*

The department or unit initiating a request for a new program should prepare a proposal providing the information outlined below, and any other material that might be of value in supporting the request and should submit this information through appropriate campus channels to the campus Graduate Dean(s) for review by the campus graduate council.

It should be noted that proposals prepared according to these guidelines may be submitted to the Nebraska Coordinating Commission for Postsecondary Education in the same format, following approval by the Board of Regents. This will then avoid duplication of effort in preparing program submission materials that are duplicative, but with differing formats.

4. *Program Proposal Format will follow the guidelines of the CCPE.*

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

5. *Additional Considerations for the Formulation of Cooperative and Joint Degree Programs*

a. "Cooperative programs" shall refer to those academic program organizations whose primary home is a department or unit on one campus (UNL, UNO, UNMC, UNK), with formally affiliated graduate faculty from more than one campus. The formally affiliated graduate faculty may be from the same discipline department on another campus and provide one or more specialization options to the graduate program. Proposals for cooperative programs should be approved by the Graduate Council, campus Graduate Dean, and campus channels on the campus of the primary home department before submission to the Dean of the Graduate College.

b. "Joint programs" shall mean programs offered and administered jointly by more than one department or unit located on more than one campus. In terms of the governance of the graduate program, the units participate equally in a single graduate committee. For a joint program, students may apply to any campus offering the program and be awarded the diploma at the commencement at the campus of their choice.

Proposals for joint programs should be approved by the respective Graduate Councils, Graduate Studies Deans, and campus channels on all campuses which are to be offering the program before submission to the Dean of the Graduate College.

c. A proposal for either a Cooperative or a Joint program should describe the rationale for the establishment of the program. Particular attention should be paid to the governance of the proposed program, including the composition of the Graduate Committee, the selection process for committee members and the overall coordination of the program. The proposal should also describe how faculty affiliated with the

program will be identified and approved for participation in the program.

- d. Mechanisms should be described that facilitate the registration of students and the cross-campus development of curricula as the program is developed. The proposal should describe how students are provided with ready access to the core curriculum. The program description should also make clear the extent to which faculty or students will be required to travel between campuses to provide access to courses essential to the degree program.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

B. EGC Review Cycle for Proposed New Graduate Programs

The Executive Graduate Council review of a proposed new program begins upon receipt of a proposal by the Office of the Executive Vice President and Provost, together with a list of nominees for external evaluation of the program after the campus Graduate Council has approved the proposal.

The outside review team is selected by the Dean or a designee, using the list of possible external reviewers. The Dean, or designee, is free to seek additional names from other sources, such as officers of professional societies in the discipline or distinguished faculty or administrators at other institutions.

The schedule for the outside review team is coordinated through the Office of the Executive Vice President and Provost. A package of materials, including the program proposal and any supplementary materials requested by the review sub-committee, and any materials describing the University (role and mission statements, catalogs, etc.) is assembled by the Office of the Executive Vice President and Provost and disseminated to the review team, along with a charge.

Review team members have an entry meeting with the Graduate College Dean, and subsequently meet with relevant campus Graduate Studies Dean(s), academic Dean(s), Vice Chancellors, program coordinators/directors, proposed program faculty, current and/or potential students, and community stakeholders. Review team exit interviews are held with the Executive Graduate Council and the Graduate College Dean.

The written consultant report is sent to the Dean, who then sends copies to the campus Dean(s) for Graduate Studies, academic Dean(s), academic Vice Chancellor(s), and Department Chairperson(s) or Program Director(s). The Graduate Studies Dean(s) shall prepare a response, and if substantial changes are suggested by the review team, the department, unit, or program should prepare an amended proposal and resubmit this to the campus graduate dean for eventual transmission to the Dean of the Graduate College and Executive Graduate Council.

The proposal shall be considered for the consent of the Council of Chief Academic Officers and forwarded to the Executive Graduate Council. Assuming approval at each of these levels, the Executive Vice President and Provost will then forward the proposal to the Board of Regents requesting their approval. Finally, the program will be sent to the Nebraska Coordinating Commission for Postsecondary Education for its consideration. The program cannot be initiated until the Commission's approval is obtained.

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018

C. Addendum–Details of Program Proposal Format

1. *Descriptive Information*

The proposal should provide the name of the institution proposing the program, the name of the program (major), the degrees/credentials to be offered in the program (M.A., M.S., Ph.D., etc.), if appropriate, designation as a Post-Bachelorette Baccalaureate Professional Credential or Degree, the administrative units for the program (college, division, department, etc.), the date approved by the governing board, the proposed date the program will be initiated, and a concise description of the proposed program.

2. *Abstracts of Proposal*

The abstract should be a 1-to-2-page summary of proposed degree program. The abstract should stand alone without further reference to the body of the proposal. Abstracts are distributed to members of the Executive Graduate Council for informational use.

3. *Formulation of a Program and Preparation of a Self-Study Report*

- a. Centrality to Role and Mission. In this section, refer to the institutional role and mission as defined in the Nebraska statutes and in the CCPE Comprehensive Statewide Plan for Higher Education. The language in the role and mission statements that refers to the types of instructional programs, degree levels, and subject areas is most relevant to program review. The report may shall also include references to more detailed role and mission statements adopted by the governing board President and Board of Regents, institution, or administrative unit.
- b. Consistency with the Comprehensive Statewide Plan. In this section, refer to the relationship of the proposed program to priorities in the Comprehensive Statewide Plan not covered under other criteria (e.g., role and mission and need and demand).
 - i. Program of Study. Describe the proposed program of study and explain its structure, coherence, its objectives, and the plans to regularly review and revise the program to reflect new developments in the discipline. Identify any new courses that will be needed to implement the program and indicate the number of credit hours that will be required to complete it. Provide complete, detailed syllabi of all courses which will be included in the proposed program.
 - ii. Learning. Describe the assessment of student learning plan for the proposed program, including the plans for using the data to improve the quality of the program. Examples of data that could be collected are retention and graduation rates, placement rates, employer surveys, graduate satisfaction surveys, results of licensing or certification exams, and other measures of student achievement.
 - iii. Accreditation. Describe plans, if any, to seek specialized accreditation of the program. Regional accreditation status of the institution is usually not relevant to the quality or effectiveness of specific degree programs.
 - iv. Needs of Diverse Student Groups. Include descriptions of any specific program-level or department-level initiatives or strategies, currently in place or planned, that are designed to enhance the recruitment, retention, and success of students from diverse backgrounds, including those from under- represented populations.
 - v. Collaboration with Other Postsecondary Institutions. Identify any collaborative

agreements with other postsecondary institutions to expand the curriculum, to extend access to the program, or to ensure that courses will be transferable. Describe the interactions that will take place with cognizant departments, units, and programs on all campuses. What participation will be required in terms of faculty in other programs? (Provide letters documenting willingness to participate and the type of interaction that will take place.)

- vi. Off-campus Delivery Sites and Distance Learning. Identify any plans to deliver the program to other sites using telecommunications or other means. Also identify any plans to use courses or materials produced by other institutions and provided by telecommunications technologies.
- vii. Partnerships with Businesses, Organizations, and Public Agencies. Identify any partnership agreements that will enhance the quality of the program or provide educational and practical experiences for the students. Are practica and internships readily available, for example? How will the quality of these practica and internships be evaluated and maintained?

4. *Evidence of Need*

- a. Constituency and Community Resources. In this section include information about the need for this program in the community, the region, the state, or the nation. Include data, reports, or studies about the workforce needs of business, industry, and other employers in Nebraska and about the job opportunities for graduates. Explain any potential for the program to contribute to economic development in the service area or in the state. Describe the effect that the program will have on the department initiating it. If the program involves community participation (field experience, externships, preceptorships, visiting consultants), is there reason to expect support for the program and from what segments of the community will support come?
- b. Impact on Existing Academic Community. This section should thoroughly address the issue of unnecessary duplication. It should identify other similar programs offered in the state by public or private institutions, explain any differences among the programs, and explain why an additional program is needed at this time. Similar programs offered within the states that are members of the Midwestern Higher Education Compact and programs that are offered in contiguous states that are reasonably accessible to residents of Nebraska should also be identified. If similar programs exist, explain why those programs cannot meet the need for which the proposed program is designed. Documentation must be furnished that relevant departments or areas on all campuses have been given copies of the proposal and have been invited to prepare a written response to it.

5. *Evidence of Demand*

This section should include information about the extent of student interest in the proposed program. Include studies, surveys, or other evidence about student demand. Are there adequately prepared students available for the program? What is the academic background of potential students? How many students are expected to enroll in the program in each of the first five years of operation? What is the minimum number of students required to make the program viable? What is the maximum number of students that could be accommodated with the resources committed to the program? Will the program be available to students from other states through the Midwestern Higher

Education Compact?

6. *Adequacy of Resources*

- a. Faculty/Staff. Identify the number of faculty and staff required to implement the proposed program. Distinguish between full-time faculty in the major, the number of regular faculty from other majors who will teach courses in the proposed program, and the number of temporary, part-time faculty (adjuncts) who will teach courses. How many of the required faculty are currently employed by the institution? What are the credentials of the faculty (graduate faculty status, research productivity, experience in teaching or professional practice in the field)? Identify any additional administrative and support staff required, including graduate assistants, and identify the capacity in which they will serve.
 - i. Resumes. Provide current curriculum vitae for every faculty member participating in the program.
 - ii. Projected Incremental Expenses. Complete the staffing section of Table 1: Projected Incremental Expenses.
 - iii. Summary of the Current Research Programs Available for Graduate Student Involvement.
- b. Library/Information Resources. This section should include information about the relevant library holdings and electronic information resources that are currently available. Will additional learning resources be needed? (Information about the rating of the library as a whole is useful but is not a sufficient response. This section may also include information about interlibrary load agreements with institutions that have similar programs.) Describe the resources that will be available to students and faculty through electronic technology and discuss the services provided to assure that students and faculty can access and use the information available through those resources. Complete the Library resources section of Table 1: Projected Incremental Expenses.
- c. Physical Facilities. Describe the physical facilities, such as classrooms, laboratories, and offices that will be required for the program and describe how those resources will be provided. Identify any plans for renovating existing facilities, constructing new facilities, or leasing additional facilities for the proposed program within the next ten years. List other special consideration or facilities which are essential and available to the program. Complete the facilities section of Table 1: Projected Incremental Expenses.
- d. Instructional Equipment. Describe any specialized equipment that will be needed for use in instruction and explain how the equipment will be provided. Special emphasis should be given to the availability of computers and other information technologies. If new equipment will be required, identify the source of funds for this equipment. Complete the equipment section of Table 1: Projected Incremental Expenses.
- e. Budget Projections. What will it cost to initiate the program and maintain it? Are any planned expansions built into the overall format for starting the program? Where will the money come from for activating and maintaining the program? What will these increases cost? If federal or state funding is involved, what conditions or requirements are set for these funds? What is the length of the granting period? Complete Tables 1 and 2 showing the projected incremental expenses and the revenue sources for those expenses for the first five years of the program.

- i. Faculty. If additional faculty will be required, specify why. Have those faculty lines been approved? What is the source of funds for these lines?
- ii. Student Support. What is the source of funding for the research programs? What is the source of support for graduate student stipends? What is the level and source of external funding of the faculty? Will these funds contribute to the graduate program? What support will be given to students and to educational requirements associated with student training (cost of visiting speakers, consultants, etc.)?
- iii. Non-faculty Staff. If the program requires additional non-faculty staff, describe the source of funds for these additional staff?
- iv. Operating Funds. Will additional operating funds be necessary? Source of these funds?

7. *Summary of Responses to the Major Criteria*

In this final section briefly summarize the proposal. The summary should recap the institution's responses to each of the major criteria such as consistency with role and mission, need and demand, and adequacy of resources. Include a timetable for approval and introduction of courses and initiation of program and estimates of the anticipated admission, matriculation, and total enrollment during the initial five year period.

8. *Letter of Support from Administrators and Stakeholders*

Supporting letters from administrators at the Departmental, College, and Campus levels should be included in the information transmitted to the Executive Graduate Council; letters from external stakeholders (potential employers and/or communities to be served) are also encouraged.

SOURCE: Approved by the Executive Graduate Council at their meeting on 05-01-1997, Edits approved by the Executive Graduate Council on 04-25-2018, 10-26-22

D. Process for Monitoring Graduate Program Reviews

Each graduate program must be periodically reviewed by the campus from which the program originates. Normally, the campus review of a graduate program occurs at the time of the review of the department which offers it. In cases of a program offered jointly, the process of periodic review (normally, every five to even years) must be determined when the program is created. The Coordinating Commission also requires periodic review with specific data requirements ~~of credit hours and~~ for average number of degrees awarded.

The use of a standardized form for presentation of the program review summaries will facilitate the review of the programs and minimize the need for requesting additional information from departments for the Graduate Dean or the Coordinating Commission.

<https://ccpe.nebraska.gov/legal-and-regulatory>

SOURCE: Edits approved by the Executive Graduate Council 11-30-11, 04-25-2018, 10-26-22

E. Procedures for the Deletion or Consolidation of Graduate Programs

1. *Principles*

The following principles should be considered in the deletion, consolidation, or contraction

of graduate programs:

- a. The pursuit of graduate degrees is based fundamentally on the search for new knowledge.
- b. Graduate education provides basic principles which students may apply to unforeseeable challenges.
- c. Teachers of graduate students should engage actively in research and in the dissemination of the results of their research.
- d. In general, graduate programs cannot be considered independently. Many of the programs considered for deletion or consolidation are undergraduate or professional programs with a closely associated graduate program. A complex interrelationship frequently exists among the programs.
- e. Reasons for deletion or consolidation may include lack of need or demand for graduates (local, state or national); substandard quality; lack of adequate faculty or decline in quality of faculty; lack of adequate library holdings, laboratories or physical facilities; unnecessary duplication; transfer of a department or unit between colleges; lack of adequate financial support or a financial exigency; substantial increase in cost to continue program; or substantial savings affected by consolidation.
- f. The overall importance of each program must be considered within the context of the role and mission of each campus as promulgated by the Board of Regents.

2. *Procedures*

a. Initiation of Deletion or Consolidation Proceedings

Proceedings may be initiated by a graduate program committee; a departmental Chairperson; an academic Dean; a campus Graduate Studies Dean; a campus Graduate Council; the Executive Graduate Council; an academic Vice Chancellor; a Chancellor; the Dean of the Graduate College; or the President.

b. Notification of the Initiation of Deletion or Consolidation Proceedings

Any recommendation for deletion or consolidation shall be forwarded by the initiating party to graduate committee chairpersons of all affected graduate programs and the campus Graduate Council for consideration, review, and recommendation. The departmental Chairperson of the effected program; the academic Dean; the campus Graduate Dean; the Academic Planning Committee or its equivalent; the Executive Graduate Council; the academic Vice Chancellor; the Chancellor; and the Dean of the Graduate College shall also be notified of this action.

c. Campus Review by Standing or Ad Hoc Groups

Any review concerning deletion or consolidation of graduate programs is most appropriately conducted at the campus level. These Procedures insure adequate representation by the campus Graduate Council, and appropriate consideration of the graduate component in any such review process, in accord with established campus procedures. If a standing committee is empowered by campus Bylaws or legal contract to conduct a review of all programs to be considered for such deletion or consolidation, then that committee should consider the full merits of the case made for deletion or consolidation of the identified graduate programs. If such a standing committee does not exist, any ad hoc review committee established by the Chancellor should include at

least one representative of the campus Graduate Council and the campus Graduate Studies Dean. Either the standing or ad hoc review committee shall assure appropriate input from the campus Graduate Studies Dean, the campus Graduate Council, and the affected graduate programs on the status and quality of graduate programs it is reviewing.

d. Review by the Campus Graduate Council

The appropriate campus Graduate Council shall make a recommendation to the Executive Graduate Council with regard to the proposed deletion or consolidation. In order to do that, the campus Graduate Council must perform a review of the program if it considers other reviews and data to be inadequate. An outside team of visiting scholars may be requested to review a program that is proposed for deletion or consolidation. The team will be appointed by the campus Graduate Studies Dean in consultation with the academic Dean and Chairperson of the affected graduate program. The campus Graduate Council representative on any review committee shall report the results of deliberations on deletion or consolidation of graduate programs to the campus Graduate Council. After appropriate review, the campus Graduate Council shall submit its recommendation to the campus Graduate Studies Dean. The recommendation shall be forwarded to the Chancellor and the Graduate College Dean for transmission to the Executive Graduate Council; copies of the recommendation shall be forwarded to the Academic Planning Committee or its equivalent; the academic Dean; and the Academic Vice Chancellors.

e. Review by the Executive Graduate Council

The Executive Graduate Council shall receive the recommendation from the Dean of the Graduate College for review. The recommendation of the Executive Graduate Council will be forwarded to the Dean of the Graduate College for transmission to the President and the Board of Regents.

FURTHER INFORMATION: Consult next section for Guidelines.

SOURCE: Approved by the Executive Graduate Council 02-19-87, 2-19-97, 04-25-2018

F. Guidelines for the Deletion or Consolidation of Graduate Programs

The Executive Graduate Council approved at its February 19, 1987, meeting the Procedures for the Deletion/Consolidation of Graduate Programs. The Executive Graduate Council adopted the following guidelines for the deletion/consolidation of graduate programs at its meeting on January 22, 1987. The Executive Graduate Council will utilize these guidelines in its evaluation of proposed deletion/consolidation of graduate programs and urges that these guidelines be followed at the campus level. The reports of programs being reviewed should include the following information:

1. *Brief Description of the Program*

2. *Statement of Need*

- a. Student demand.
- b. External demand.
- c. Number of graduates ~~per~~ *per* year for last 5 years.
- d. Current employment of graduates for last 5 years and other indicators of program quality.
- e. *Institutional* need and impact on other graduate and undergraduate programs,

departments, or campuses.

3. *Curriculum*

- a. Description of curriculum.
- b. Special requirements.
- c. Scheduling of courses for the last 5 years.
- d. Current course syllabi.
- e. Availability/quality of practica, internships, etc.
- f. Duplicate or closely related course offerings at the department, campus, University-wide levels.
- g. Dual-listed courses (graduate and upper-division undergraduate).

4. *Faculty*

- a. Narrative description summarizing expertise of the faculty.
- b. Résumés including publications, current research activities and outside funding (grants, contracts, etc.), conferences attended and papers presented, other scholarly activity.
- c. Possible reassignment, retraining or retirement of faculty and staff.

5. *Students*

- a. Number of students influenced by deletion/consolidation.
- b. Level of progress of affected students.
- c. Potential for transfer to other programs/departments.
- d. Relative cost to students.

6. *Facilities*

- a. Laboratories/faculty offices.
- b. Library holdings.
- c. Other.

7. *Budget*

- a. Present cost of the program (budget).
- b. Income of the program (grants, contracts, student tuition, fees, etc.)
- c. Funds saved if the program is eliminated/consolidated.
- d. Phase-out costs and timeline.

SOURCE: Approved January 22, 1987 DATE OF LAST REVISION: January 1988

VII. GENERAL APPEAL PROCEDURES FOR ACADEMIC MATTERS CONCERNING GRADUATE STUDENTS

A. Appeal of General Academic Matters Related to Student Programs

1. Graduate students holding admission with unclassified status in the Graduate College, admission with a master's objective, or admission with a doctoral objective (but prior to the appointment of a doctoral supervisory committee) should appeal as follows:
 - a. Initially, the appeal should be submitted to the student's adviser.
 - b. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area Graduate Committee administratively responsible for the student's graduate program.
 - c. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be

the final appeals body (for exceptions, see Sections 5-7).

2. Graduate students holding admission with a doctoral objective in the Graduate College and for whom a doctoral supervisory committee has been appointed should appeal as follows:
 - a. Initially, the appeal should be submitted to the student's adviser.
 - b. If denied, the appeal may be submitted to the student's supervisory committee.
 - c. If denied, the appeal may be submitted to the Departmental or Interdepartmental Area Graduate Committee administratively responsible for the student's graduate program.
 - d. If denied, an appeal may be made to the Graduate Council for the campus administratively responsible for the student's graduate program. Normally, this will be the final appeals body (for exceptions, see Sections 5-7).
3. When a student's graduate program consists of registrations essentially or entirely on one campus, the Graduate Council of the campus administratively responsible for the program will constitute the appeal board. When a student's graduate program includes substantial registrations on a campus other than the one administratively responsible for the program, three members of the Graduate Council for the other campus will be designated by the Dean for Graduate Studies on that campus to augment the Graduate Council on the campus administratively responsible for the program. In this case, the augmented Council will constitute the appeal board. The decision concerning augmentation of a campus Graduate Council for a specific appeal involving registrations on a campus other than the one administratively responsible for the student's program will be made by the Deans for Graduate Studies on the campuses involved.
4. In all cases, appeals should be made in writing to the appropriate adviser, Committee, or Council.
 - a. In those cases where the appeal concerns graduate-level qualifying exams, comprehensive exams, or final oral exams, the following deadlines must be observed. It is the responsibility of the student to make reasonable efforts to ascertain the results of the examination within thirty days after its completion.
 - b. The initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of notification of the evaluation.
 - c. In those cases involving an appeal of termination of program, an initiation of the appeal, in writing, by the student must be filed within thirty days following the student's receipt of the official written notification by the campus Office for Graduate Studies.
5. There is no absolute right of appeal to the Executive Graduate Council. The Executive Graduate Council will accept appeals only in those cases where in the exercise of its sole discretion it shall first find that one or more of the following grounds for accepting the appeal exist:
 - a. That the campus Graduate Council has violated some element of fair procedure (example: has failed to allow the parties concerned to present their cases fully to their campus Graduate Council);
 - b. That the campus Graduate Council has failed to examine or give adequate weight to important evidence relevant to one party's position;

- c. That the campus Graduate Council has given undue weight to evidence not pertinent to the case; or
- d. That some gross miscarriage of justice would be perpetrated if the decision of the campus Graduate Council is allowed to stand.

A decision by the Executive Graduate Council not to accept jurisdiction of an appeal shall be final and is not subject to further appeal.

- 6. Appeals to the Executive Graduate Council must be made in writing and must specifically outline the grounds for the appeal. Such appeal must be made within 20 working days of the day the decision of the campus Graduate Council is received (working days shall not include those days the University is not in session).
 - a. The Executive Graduate Council must make a decision to hear the appeal or not to hear the appeal within 30 working days after receipt of the appeal. Acceptance or denial of jurisdiction over the appeal will be made in writing.
 - b. The decision of the Executive Graduate Council on the merits of the case will be made and transmitted to the concerned parties within 40 working days after the decision to hear the appeal.
- 7. No person who was a member of the department or campus Graduate Council involved in the case will be eligible to participate in the decisions of the Executive Graduate Council either to decide whether the case should be heard or to decide the merits of the case. However, the Dean for Graduate Studies may replace members of the Executive Graduate Council not eligible for participation in the decision to hear the appeal or in the appeal itself.

B. Appeal of Grades in Graduate-Level Courses

Appeal of grades in graduate-level courses shall be made through the graduate student grade appeal procedures for the campus through which the grade was awarded. Students who believe their evaluation in a course has been prejudiced or capricious must first attempt to resolve the matter with the course instructor and then the department through which the course was offered. If the matter is not resolved, the student may file an appeal in writing to the campus Dean for Graduate Studies who shall inform the student of the grade appeal procedures approved by the Graduate Faculty or by their duly elected representative Graduate Council for that campus, and shall forward the appeal to the student-faculty committee or council which is designated to hear graduate-level course grade appeals on that campus. Since awarding grades in courses occurs at the individual campus level, the decision of the campus committee or council designated to hear the case on behalf of the campus Graduate Faculty shall be final and is not subject to further appeal.

SOURCE: Approved by the Executive Graduate Council 12-11-80, amended by the Executive Graduate Council 03-18-82

C. Denial of Admission

There is no right to due process hearing with respect to denial of admission of a graduate student. Therefore, there is no need for an appeal procedure for applicants for graduate programs.

Appendix 1: Post-BacheloretteBaccalaureate Professional Credentials (Degrees)

University of Nebraska at Kearney

University of Nebraska-Lincoln

University of Nebraska Medical Center

Doctor of Dental Surgery

Doctor of Medicine

Doctor of Nursing Practice

Doctor of Occupational Therapy

Doctor of Pharmacy

Doctor of Physical Therapy

Doctor of Public Health

Master of Diagnostic Cytotechnology

Master of Genetic Counseling

Master of Medical Nutrition

Master of Perfusion Science

Master of Physician Assistant Sciences

Master of Public Health

Master of Science in Nursing

University of Nebraska at Omaha

Appendix 12: Graduate Faculty Application



Nomination for Graduate Faculty

University of Nebraska Graduate College

Graduate Faculty Responsibilities: The Graduate Faculty may vote on any matter presented to the Graduate Faculty, including the election of the Graduate Council for their specific campus. They may also hold any elected office in the Graduate College. Graduate Faculty may teach graduate courses, serve on final examining committees, and serve on supervisory committees. Graduate Faculty have the additional responsibility of voting on certain nominations of Graduate Faculty in their department/school or interdepartmental program.

Graduate Faculty Criteria: The following requirements for the nomination of Graduate Faculty were adopted by the Graduate Faculty to establish consistent standards for faculty members eligible for appointment to carry out these assignments.

1. The nominee must hold the rank of Senior Lecturer, Assistant Professor, or equivalent or above.
2. The nominee must hold the terminal degree normally accepted for academic employment in the discipline or its clear equivalent as determined by the Graduate Committee of the nominee's department/school or interdepartmental area.
3. The nominee will be actively involved in scholarly/creative activity and/or graduate teaching as part of their regular duties.
4. The nominee must have demonstrated clear evidence of continuing scholarly activity at the national level ~~and potential beyond teaching~~. The evidence must be provided by the nominator.

I. IDENTIFICATION AND CONTACT INFORMATION

Name of Nominee	_____	NU ID Number	_____
Department	_____	Academic Rank	_____
College or Division	_____	Campus	_____
Mailing Address	_____	Office Phone	_____
(Building, Room, Campus Zip)			

II. HIGHEST DEGREE EARNED

Highest Earned Degree	_____	Major Field	_____
Year Conferred	_____	Institution Granting	_____

Title of dissertation (or thesis) for terminal degree:

Or

Description of other scholarly or creative project for terminal degree:

If the highest degree earned, as described above, is not the degree normally considered terminal in the nominee's academic discipline, what is? _____ Describe in detail the basis on which this nominee is recommended as having the clearequivalent of that degree and provide supporting materials.

III. INVOLVEMENT WITH GRADUATE STUDENT RESEARCH AND GRADUATE TEACHING

In what way(s) is the nominee to be actively involved with graduate student research?

In what department or interdepartmental area?

In what way(s) is the nominee to be actively involved with graduate teaching?

In what department or interdepartmental area?

IV. SCHOLARLY ACTIVITY AND POTENTIAL BEYOND TEACHING

What is the evidence of scholarly/creative activity and potential beyond teaching on the part of the nominee? (Attach separate sheet if necessary; enclose documentary evidence.)

- a. List publications and manuscripts that have been submitted to and/or accepted by scholarly journals. Indicate whether journals are refereed and give current status of manuscripts (i.e., submitted, accepted, etc.).

- b. List creative productions in professional discipline other than publications. Provide available evidence of acceptance by peers within the discipline.
- c. List scholarly/creative presentations made at professional meetings. Designate which presentations were invited and which were competitively selected.
- d. Indicate the current involvement of the nominee in scholarly research and/or creative activity.
- e. List other publications, books, and evidence of scholarly/creative activity.

V. ENDORSEMENTS

I have seen and assent to material submitted, with the exception of those materials for which I have signed waivers of access.

I am familiar with the training and abilities of the nominee and certify that he or she is fully qualified to carry out the responsibilities of a Member of the Graduate Faculty.

Nominee

Nominator

Name

Name

Department or Area

Department or Area

Signature

Date

Signature

Date

I certify that this nomination has been evaluated and recommended by at least ~~2/3~~ **two-thirds** of the Graduate Faculty in the nominee's department or interdepartmental area or by other procedures in accord with Graduate College guidelines. Also, I am familiar with the training and abilities of the nominee and certify that he or she is fully qualified to carry out the responsibilities of a Member of the Graduate Faculty. **I have attached my letter of support.**

Graduate Faculty in this Department or Interdept. Area

Graduate Committee Chair

Number recommending this nomination _____

Number opposing this nomination _____

Number abstaining _____

Number not voting _____

Total number of Graduate Faculty in

department or area (sum of above) _____

Name

Department or Area

Signature

Date

I endorse the nomination and certify that the nominee as part of their regular duties is to be actively involved in graduate student research and/or graduate teaching.

Nominee's Department Chair

Nominee's Dean or Director

Name

Name

Signature

Date

Signature

Date

Approval/deferral:

Campus Dean for Graduate Studies

☒ I approve this nomination.

☐ I defer this nomination.

Dean of the Graduate College

☒ I approve this nomination.

☐ I defer this nomination.

Signature

Date

Signature

Date



University of Nebraska

Office of the General Counsel

3835 Holdrege
Lincoln, Nebraska 68583
(402) 472-1201

January 18, 1979

Dr. Steven B. Sample
Executive Vice President for Academic Affairs
University of Nebraska
Regents Hall
Lincoln, Nebraska 68583

Re: Presiding Officer - Executive Graduate Council

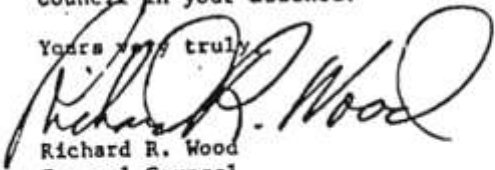
Dear Dr. Sample:

You have requested an opinion concerning the presiding officer of the Executive Graduate Council and who should preside at meetings of the Council in the absence of the presiding officer designated pursuant to the Bylaws of the Board of Regents.

Section 2.2 (g) of the Bylaws of the Board of Regents provides that the "Office of the Executive Vice President for Academic Affairs shall include an executive officer for graduate studies and research, who shall serve as the presiding officer of the University-wide graduate faculty and councils thereof." It is my understanding that you are serving in this executive officer position.

I have examined the document entitled University of Nebraska System-Wide Organization and Procedures for Administrative and Faculty Management of Graduate Studies. This document sets out the organization of the Executive Graduate Council and provides that you as the Executive Officer for Graduate Studies and Dean of the Graduate College will preside over the meetings of the Executive Graduate Council and faculty. However, there is no provision designating an officer of the University to preside over meetings of the Executive Graduate Council in your absence. Due to this fact and taking into consideration the authority delegated to you by Section 2.2 (g) of the Regents' Bylaws, it is my opinion that if you are unable to attend meetings of the Executive Graduate Council you have the authority and responsibility to designate which officer of the University will preside at meetings of the Council in your absence.

Yours very truly,


Richard R. Wood
General Counsel



Central Administration
Office of the
General Counsel

THE UNIVERSITY OF NEBRASKA

3835 Holdrege
Lincoln, Nebraska 68583
(402) 472-1201

April 19, 1978

Dr. Steven Sample
Executive Vice President for
Academic Affairs
University of Nebraska
3835 Holdrege
Lincoln, NE 68583

In re: Interpretation of Regents Bylaw 2.2

Dear Dr. Sample:

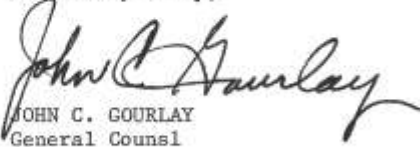
You have called my attention to Regents Bylaw 2.2(g) which provides in part as follows:

"The office of the Executive Vice President for Academic Affairs shall include an executive officer for graduate studies and research, who shall serve as the presiding officer of the University-wide graduate faculty and councils thereof."

In connection with this Bylaw, you have inquired whether if the graduate faculty or any of its councils elect to go into closed session whether under such circumstances the executive officer for graduate studies and research must continue to serve as the presiding officer.

In my opinion, the executive officer for graduate studies and research is required to serve as the presiding officer of the University-wide graduate faculty and councils thereof, irrespective of whether those bodies are in open or closed session. The mere fact that an election is made to have an executive or closed session would not alter the mandate of the Bylaws that the officer continue to serve as its presiding officer.

Yours very truly,


JOHN C. GOURLAY
General Counsel

js

The University of Nebraska

GRADUATE COLLEGE

THIS DIPLOMA MAKES KNOWN THAT THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA UPON THE RECOMMENDATION OF THE GRADUATE FACULTY AND BY AUTHORITY OF THE STATUTES OF THE STATE HAS BY ITS OFFICERS SPECIALLY AUTHORIZED HERETO CONFERRED THE DEGREE

DOCTOR OF PLANT HEALTH

UPON

ANDREA LEE SAMPLE

WHO IS ENTITLED TO ENJOY ALL THE RIGHTS, HONORS AND PRIVILEGES PERTAINING TO THAT DEGREE

IN TESTIMONY WHEREOF WE HAVE HEREUNTO SUBSCRIBED OUR NAMES AND CAUSED THE SEAL OF THE SAID BOARD TO BE AFFIXED THIS FOURTEENTH DAY OF AUGUST, NINETEEN HUNDRED NINETY-NINE.



ATTEST

Carmen K. Mauer
CORPORATION SECRETARY OF THE BOARD

Robert M. H.
CHAIRMAN OF THE BOARD

David A. Bounds
PRESIDENT OF THE UNIVERSITY

THE UNIVERSITY OF NEBRASKA-LINCOLN

THE UNIVERSITY OF NEBRASKA MEDICAL CENTER

THE UNIVERSITY OF NEBRASKA AT OMAHA

THE UNIVERSITY OF NEBRASKA AT KEARNEY

REINSTATE OF DIPLOMA AUTHORIZED AUGUST 15, 2006

EXPEDITED REVIEW OF CERTIFICATE PROGRAM

Campus submitting proposal _____

Name of Proposed Certificate _____

Name of Existing Master's Program _____

Page in Bulletin Describing Existing Master's Program ____

Courses in Existing Master's Program	Master's CreditHours	Certificate Credit Hours
TOTAL		

TO:	The Board of Regents	Addendum XI-C-8
MEETING DATE:	December 2, 2022	
SUBJECT:	University of Nebraska System Five-Year Strategy Accountability Measures Report	
RECOMMENDED ACTION:	Report	
PREVIOUS ACTION:	June 23, 2022 – President Carter presented the Five-Year Strategy reissue to the Board of Regents, including a set of accountability measures.	
EXPLANATION:	Attached is the accountability measures dashboard. Added measures include: • Enrollment • Retention	
SPONSOR:	Walter E. Carter, President University of Nebraska System	
DATE:	November 10, 2022	

University of Nebraska System Five-Year Strategy Accountability Measures

Updated December 2, 2022

Winter Term (4.1) 2021-22		
	Target	Outcome
	# of Winter Term Courses > 2020-21	122 courses offered during Winter Term 2021-22

Winter Term (4.2) 2021-22		
	Target	Outcome
	# of Winter Term Student Credit Hours Completed > 2020-21	5,768 Student Credit Hours Completed during Winter Term 2021-22

Enrollment (6.1) Fall 2022		
	Target	Outcome
	Each campuses' total headcount will exceed Fall 2021	UNL = -626 UNMC = +19 UNO = -268 UNK = -234 NCTA = -6

Enrollment (6.2) Fall 2022		
	Target	Outcome
	Total transfer students will exceed Fall 2021	-141

Retention (7) Fall 2022		
	Target	Outcome
	Campus first to second year retention rates will exceed Fall 2021	UNL = +1.8% UNO = +4.5% UNK = -1.4%

Open Nebraska (8) 2021-22		
	Target	Outcome
	\$8 million in aggregate savings to students	\$9.2 million in aggregate savings to students

Handshake Participation (10) 2021-22		
	Target	Outcome
Establishes baseline	# of Nebraska businesses with active Handshake account	6,232

Administrative Bloat (18) FY2020-21		
	Target	Outcome
	Institutional Support expenditures below peer average	\$794/FTE Student Below Peer Average (19.6% Below)

Procurement Savings (20) FY2021-22		
	Target	Outcome
Establishes baseline	Amount saved through University-wide RFPs	\$542,167

LEGEND:



Target Met
or Exceeded



Progress
Towards



Target
Not Met

TO: The Board of Regents Addendum XI-C-9
Business and Finance

MEETING DATE: December 2, 2022

RECOMMENDED ACTION: Report

SUBJECT: Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2022

PREVIOUS ACTION: December 3, 2021 – Report on the Othmer-Topp Endowment Fund, second priority uses, for the fiscal year ended June 30, 2021.

EXPLANATION: A report of uses of the Othmer-Topp Endowment Fund is required by the Board of Regents Policy 6.6.11. The following report is for fiscal years 2021 and 2022.

Description	12-Months Ended 06/30/2022	12-Months Ended 06/30/2021
First Priority Expenditures		
Othmer Professorship of Chemical Engineering	\$ 0	\$ 0
Mortgage Payment (Othmer Hall & Law Library)	2,434,500	2,434,500
Subtotal	2,434,500	2,434,500
Second Priority Expenditures		
(a) Campus-wide graduate fellowships	\$ 684,116	\$ 618,124
(b) Distinguished Professorships	563,473	469,787
NEH Regional Humanities Center match	81,457	68,398
Academic Improvement Fund		
Sheldon Museum Director's Travel Funds	650	717
Clifton Strengths Institute Start-Up Funds	0	34,027
State Museum 4 th Floor Project	0	1,660
CY Thompson	326,742	321,789
Subtotal	1,656,438	1,514,503
Costs of Operating the Endowment		
Management fees to University of Nebraska Foundation as relevant to this report	\$3,360,601	\$3,183,892
Subtotal	3,360,601	3,183,892
Total	\$7,451,539	\$7,132,894

- (a) In FY 2021-22, fellowships were newly awarded to 49 students from 25 different departments. There were 81 returning students for a total of 130 fellowships. Either a \$4,000 or an \$8,000 stipend is paid to supplement a departmental graduate teaching or research assistantship. The program remains at full implementation budgeted at \$750,000 annually.
- (b) In FY 2021-22, there were 23 Othmer chairs and professorships.

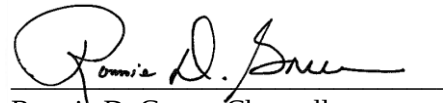
Continued funding of and implementation of current and future projects is dependent on the performance of the endowment. Future use of the Othmer-Topp endowment funds will continue to follow the principles that were set forth in prior years' reports.

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

SPONSOR:

Mary LaGrange
Interim Vice Chancellor for Business and Finance

APPROVED:

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

Ronnie D. Green, Chancellor
University of Nebraska-Lincoln

DATE:

October 27, 2022

TO: The Board of Regents Addendum XI-C-10

Business and Finance Committee

MEETING DATE: April 8, 2022

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter October 1, 2021 through December 31, 2021

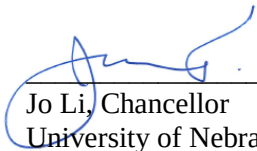
RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/21-9/30/2021	\$782,047	\$47,331,884	\$0	\$3,988,975	\$52,102,906
10/1/21-12/31/2021	\$1,102,507	\$10,466,758	\$0	\$515,362	\$12,084,627
1/1/22-3/31/2022	\$	0	\$0	0	0
4/1/22-6/30/2022	\$	0	\$0	0	0
Fiscal YTD Totals	<u>\$1,884,554</u>	<u>\$57,798,642</u>	<u>\$0</u>	<u>\$4,504,337</u>	<u>\$64,187,533</u>
2020-2021 Totals	\$12,354,384	\$75,566,295	\$500,000	\$1,482,176	\$89,902,855
2019-2020 Totals	\$13,665,276	\$57,310,531	\$20,000	\$1,488,934	\$72,486,741
2018-2019 Totals	\$10,327,027	\$35,974,794	\$0	\$1,517,318	\$47,819,139
2017-2018 Totals	\$10,379,869	\$40,438,396	\$314,925	\$1,03,259	\$52,736,449

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: James R. Kamm
Assistant Vice Chancellor for Business and Finance

RECOMMENDED:


Jo Li, Chancellor
University of Nebraska at Omaha

DATE: April 8, 2022

UNIVERSITY OF NEBRASKA AT OMAHA
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER *October 1 – December 31, 2021*

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
Pettengill	Scholarships	372,512
UNF	Scott Scholars Support	180,692
UNF	Mammel CBA Excellence Dean	121,105

Subtotal	\$674,309
Total amount of gifts under \$100,000	<u>\$428,198</u>
Total Gifts for the Quarter	<u>\$1,102,507</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
U.S. Department of State	Political Science	Instruction	\$1,349,707
U.S. Army Corps of Engineers \$4,199,993	School of Interdisciplinary Informatics	Applied Research	

Subtotal	\$5,549,700
Total amount of all Grants under \$1,000,000	<u>4,917,058</u>
Total Grants for the Quarter	<u>\$10,466,758</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>Amount</u>	<u>Purpose</u>
	Subtotal	\$0
	Total amount of all Contracts under \$400,000	<u>515,362</u>
	Total Contracts for the Quarter	<u>\$515,362</u>

TO: The Board of Regents Addendum XI-C-10

Business and Finance Committee

MEETING DATE: June 23, 2022

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter January 1, 2022, through March 31, 2022.

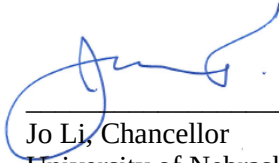
RECOMMENDED ACTION: Report

	Gifts A	Grants B	Bequests C	Contracts D	Totals
Description					
7/1/21-9/30/2021	\$782,047	\$47,331,884	\$0	\$3,988,975	\$52,102,906
10/1/21-12/31/2021	\$1,102,507	\$10,466,758	\$0	\$515,362	\$12,084,627
1/1/22-3/31/2022	\$7,834,242	\$13,404,796	\$0	\$1,220,657	\$22,459,696
4/1/22-6/30/2022	\$	0	\$0	0	0
Fiscal YTD Totals	\$9,718,797	\$71,203,438	\$0	\$5,724,994	\$86,647,229
2020-2021 Totals	\$12,354,384	\$75,566,295	\$500,000	\$1,482,176	\$89,902,855
2019-2020 Totals	\$13,665,276	\$57,310,531	\$20,000	\$1,488,934	\$72,486,741
2018-2019 Totals	\$10,327,027	\$35,974,794	\$0	\$1,517,318	\$47,819,139
2017-2018 Totals	\$10,379,869	\$40,438,396	\$314,925	\$1,603,259	\$52,736,449

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SPONSOR: James R. Kamm
Assistant Vice Chancellor for Business and Finance

RECOMMENDED:



Jo Li, Chancellor
University of Nebraska at Omaha

DATE: June 23, 2022

**UNIVERSITY OF NEBRASKA AT OMAHA
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER *January 1 – March 31, 2022***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Samuel Bak-Recollections Oil Arts/Science	120,000
NU Foundation	Fall 2021 Scholarships	2,368,795
NU Foundation	Professorships	348,333
NU Foundation	Teachers Researcher Partners	184,543
NU Foundation	Service-Learning Academy	148,452
NU Foundation	Sherwood Foundation for MOEC Operations	125,545
NU Foundation	Spring 2022 Scholarships	2,682,483
NU Foundation	Walter Scott, Jr. Scholarship Fund	325,235
NU Foundation	Access to Exceptional Year One	279,044

Subtotal	\$6,582,430
Total amount of gifts under \$100,000	<u>\$1,251,812</u>
Total Gifts for the Quarter	<u>\$7,834,242</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
Nebraska Department of Roads \$1,486,005	Center for Public Affairs Research	Applied Research	

Subtotal	\$1,486,005
Total amount of all Grants under \$1,000,000	\$11,918,791
Total Grants for the Quarter	<u>\$13,404,796</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. Department of the Air Force	School of Health and Kinesiology	Applied Research	\$740,251

Subtotal	\$740,251
Total amount of all Contracts under \$400,000	480,406
Total Contracts for the Quarter	<u>\$1,220,657</u>

TO: The Board of Regents Addendum XI-C-10
Business and Finance Committee

MEETING DATE: September 1, 2022

SUBJECT: University of Nebraska at Omaha
Report of Gifts, Grants, Contracts and Bequests accepted during the
Quarter April 1, 2022, through June 30, 2022.

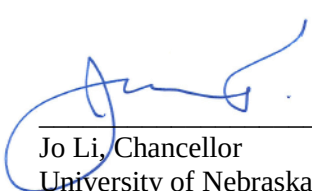
RECOMMENDED ACTION: Report

Description	Gifts A	Grants B	Bequests C	Contracts D	Totals
7/1/21-9/30/2021	\$782,047	\$47,331,884	\$0	\$3,988,975	\$52,102,906
10/1/21-12/31/2021	\$1,102,507	\$10,466,758	\$0	\$515,362	\$12,084,627
1/1/22-3/31/2022	\$7,834,242	\$13,404,796	\$0	\$1,220,657	\$22,459,696
4/1/22-6/30/2022	\$2,027,152	\$4,973,553	\$0	\$194,132	\$7,194,837
Fiscal YTD Totals	\$11,745,948	\$76,176,991	\$0	\$5,919,126	\$93,842,066
2020-2021 Totals	\$12,354,384	\$75,566,295	\$500,000	\$1,482,176	\$89,902,855
2019-2020 Totals	\$13,665,276	\$57,310,531	\$20,000	\$1,488,934	\$72,486,741
2018-2019 Totals	\$10,327,027	\$35,974,794	\$0	\$1,517,318	\$47,819,139
2017-2018 Totals	\$10,379,869	\$40,438,396	\$314,925	\$1,603,259	\$52,736,449

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C - All bequests are itemized on the attached pages
D - Contracts of \$400,000 and more are itemized on the attached pages

SPONSOR: James R. Kamm
Assistant Vice Chancellor for Business and Finance

RECOMMENDED:



Jo Li, Chancellor
University of Nebraska at Omaha

**UNIVERSITY OF NEBRASKA AT OMAHA
REPORT OF AWARDS
WHICH REQUIRE SEPARATE ITEMIZATION
ACCEPTED DURING THE QUARTER *April 1 – June 30, 2022***

Gifts/Bequests \$100,000 and over

<u>Donor</u>	<u>Purpose</u>	<u>Amount</u>
NU Foundation	Professorships	348,305
NU Foundation	Sherwood Service-Learning Academy	172,287
NU Foundation	Sherwood Foundation for MOEC Math	100,964
	Subtotal	\$621,556
	Total amount of gifts under \$100,000	<u>\$1,405,596</u>
	Total Gifts for the Quarter	<u>\$2,027,152</u>

Grants \$1,000,000 and over

<u>Grantor</u>	<u>Grantee Department</u>	<u>Purpose</u>	<u>Amount</u>
	Subtotal		\$0
	Total amount of all Grants under \$1,000,000		\$4,973,553
	Total Grants for the Quarter		<u>\$4,973,553</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

Grantor
Amount

Grantee Department

Purpose

Subtotal	\$0
Total amount of all Contracts under \$400,000	\$194,132
Total Contracts for the Quarter	<u>\$194,132</u>



Memorandum

Date: October 27, 2022
To: Business and Finance Committee
From: Carol A. Kirchner, Vice Chancellor for Business and Finance *cake*
RE: Reports of Gifts, Grants, Contracts and Bequests Correction

An error was discovered in the Q2 quarterly reporting of gifts, grants, contracts, and bequests for the University of Nebraska at Omaha. The entire calendar year amount of an award was recorded in May Grants (\$751,093) instead of the Q2 fiscal year amount (\$225,328). The Q2, Q3 and Q4 reports have been updated to reflect the corrected totals.

TO: The Board of Regents Addendum XI-C-11

Business and Finance Committee

MEETING DATE: December 2, 2022

SUBJECT: Report of Bids and Contracts

RECOMMENDED ACTION: Report

PREVIOUS ACTION: None

EXPLANATION: The attached report is a summary of bids and contracts as provided by the campuses pursuant to Section 6.4 of the *Bylaws of the Board of Regents of the University of Nebraska* for the period ended September 30, 2022.

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 and CFO
University of Nebraska System

DATE: October 27, 2022

Contracts over \$1,000,000 August 1, 2022– September 30, 2022
 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	\$1,130,000	\$1,130,000	HDR Architecture, Inc	A/E Consultant

*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-C-12

Business and Finance Committee

MEETING DATE: December 2, 2022

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 September 30, 2022.

SPONSOR: Ryan Swanson
Associate Vice President for Facilities, Planning and Capital Programs

APPROVED:


Chris J. Kabourek
Senior Vice President and CFO

DATE: October 27, 2022

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2022

KEARNEY

Calvin T. Ryan Library LB384 Renovation

BoR Schedule Dates		Contracts						Approved Budget		
Project Approved:	10/8/2021	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	\$18,738,000
Construction Start:	6/1/2022		DLR Group Inc.	2/2/2022	\$2,207,300			A/E Selection	Non Construction:	\$6,262,000
Construction End Date:	7/31/2024	8/30/2022	MCL Construction	3/1/2022	\$11,000			CM at Risk Selection	Total Project Cost:	\$25,000,000
Phase:	Design Development								% funds expended:	4%
Funding Source										
State Funds LB384										\$25,000,000
Total Funding										\$25,000,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2022

LINCOLN

Architecture Complex 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:	4/8/2022		HDR Architecture, Inc	8/25/2022	\$1,130,000			A/E Selection	Non Construction:	\$11,378,500
Construction End Date:	11/30/2022		The Whiting-Turner Contracting Co					CM at Risk Selection	Total Project Cost:	\$2,321,500
Phase:	8/31/2023								% funds expended:	\$13,700,000
Design Development									Funding Source	
									Private/Trust	\$3
									State Funds LB384	\$1,609,119
									Total Funding	\$12,090,881
										\$13,700,000

Barkley Memorial Center Expansion and Renovation

BoR Schedule Dates		Contracts							Approved Budget	
Project Approved:		Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:	
Construction Start:	12/6/2019		Alley Poyner Macchietto	3/10/2020	\$615,450	2	\$42,000	A/E Four Year Consultant	Non Construction:	\$8,243,800
Construction End Date:	5/31/2020		BECKENHAUER CONSTRUCTION	7/9/2020	\$7,047,686	7	\$237,434	CM at Risk Selection	Total Project Cost:	\$1,756,200
Phase:	6/30/2022	06.01.2022							% funds expended:	\$10,000,000
Warranty									Funding Source	
									Private/Trust	84%
									Total Funding	\$10,000,000
										\$10,000,000

Bessey Hall 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:	12/3/2021		RDG Planning & Design	7/24/2022	\$708,000			A/E Four Year Consultant	Non Construction:	\$7,949,000
Construction End Date:									Total Project Cost:	\$1,376,000
Phase:									% funds expended:	\$9,325,000
Final									Funding Source	
									State Funds LB384	1%
									Total Funding	\$9,325,000
										\$9,325,000

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 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:	\$35,344,000
Construction Start:	1/31/2020		Sinclair, Hille & Associates, Inc.	10/12/2017	\$2,450,000	3	\$361,776	A/E Selection	Non Construction:	\$9,446,000
Construction End Date:	11/30/2021	06.27.2022	Hausmann Construction, Inc.	2/4/2020	\$28,541,600	11	\$713,124	Low Responsible Bid	Total Project Cost:	\$44,790,000
Phase: Warranty									% funds expended:	83%
Funding Source										
									Private/Trust	\$6,000,000
									State Appropriations	\$38,790,000
									Total Funding	\$44,790,000

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	3	\$42,123	CM at Risk Selection	Total Project Cost:	\$6,000,000
Phase: Warranty									% funds expended:	82%
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		Settje Agri-Services & Engineering	7/20/2021	\$267,000			Design-Build	Non Construction:	\$800,000
Construction End Date:	9/30/2023								Total Project Cost:	\$7,500,000
Phase: Design Development									% 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:	\$97,852,100
Construction Start:	3/31/2021		Clark & Enersen, Inc.	5/13/2020	\$5,700,000	3	\$412,400	A/E Selection	Non Construction:	\$17,147,900
Construction End Date:	11/30/2023	12.22.2023	Kiewit Bldg Group Inc	10/19/2020	\$94,319,131			CM at Risk Selection	Total Project Cost:	\$115,000,000
Phase: Construction									% funds expended:	32%
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 September 30, 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:			Quinn Evans Architects Inc.	4/27/2022	\$1,048,500	2	\$71,125	A/E Selection	Non Construction:	\$2,767,500							
Construction End Date:	8/9/2024								Total Project Cost:	\$15,180,000							
Phase:	Design Development								% funds expended:	2%							
									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					A/E Selection	Non Construction:	\$5,854,650							
Construction End Date:	8/31/2024		The Whiting-Turner Contracting Co					CM at Risk Selection	Total Project Cost:	\$25,500,000							
Phase:	Fundraising								% funds expended:	0%							
									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:			Kenneth Hahn Architects	3/21/2022	700,000			A/E Four Year Consultant	Non Construction:	\$1,316,500							
Construction End Date:	5/31/2024								Total Project Cost:	\$9,265,000							
Phase:	Construction Documents								% funds expended:	5%							
									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		TBD					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:	A-E and CMR Selection								% funds expended:	0%							
									Funding Source								
									State Funds LB384	\$21,500,000							
									Total Funding	\$21,500,000							

Page 4 of 9

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 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	4	\$670,760	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:	40%
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		1/17/2022	Nemaha Landscape Const.	2/3/2021	\$1,816,750	3	(\$644,705)	Low Responsible Bid	% funds expended:	20%
		5/4/2022	Nemaha Landscape Const.	5/4/2021	\$7,299,210	7	\$423,213	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:			HDR Architecture, Inc	9/22/2022	\$134,000			A/E Four Year Consultant	Non Construction:	\$1,831,000
Construction End Date:	5/31/2024								Total Project Cost:	\$10,000,000
Phase: Schematic Design									% funds expended:	0%
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 September 30, 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 Wilsam 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:	74%
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:	2%
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 September 30, 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:
Construction Start:	5/1/2023		Pact Studio, Inc.	7/8/2022	\$136,478			A/E Consultant Selection	Non Construction:
Construction End Date:	5/1/2025								Total Project Cost:
Phase:	Design								% funds expended:
									Funding Source
									LB 384
									Total Funding

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:
Construction Start:	3/14/2022		Kiewit Building Group Inc.	2/17/2022	\$4,707,542	1	\$950,696	Low Responsible Bid	Non Construction:
Construction End Date:	3/3/2023								Total Project Cost:
Phase:	Construction								% funds expended:
									Funding Source
									Total Funding

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:
Construction Start:	TBD		Tetrad & Goldenrod	TBD	\$0			Developer Led	Non Construction:
Construction End Date:	TBD								Total Project Cost:
Phase:	Design								% funds expended:
									Funding Source
									LB 384
									Total Funding

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:
Construction Start:	9/1/2022		Olsson, FHU, Benesch	2/15/2022	\$1,362,470			A/E Consultant Selection	Non Construction:
Construction End Date:	8/1/2025		General Contractor TBD					Low Responsible Bid	Total Project Cost:
Phase:	Design								% funds expended:
									Funding Source
									ILP
									Total Funding

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2022

MEDICAL CENTER

Wittson Hall Renovation & Wigton Heritage Center (LB957)

BoR Schedule Dates		Contracts						Approved Budget	
Project Approved:	8/11/2017	Sub. Comp.	Provider	Date	Amount	# of COs	Total CO Amt.	Procurement Method	Construction:
Construction Start:	11/1/2018		HDR Architecture, Inc.	10/13/2017	\$1,018,500			A/E Consultant Selection	Non Construction:
Construction End Date:	7/1/2021	9/2/2021	Hausmann Construction	2/26/2019	\$19,730,000	14	\$2,188,816	Low Responsible Bid	Total Project Cost:
Phase: Closeout									% funds expended:
									100%
									Funding Source
									Private/Trust
									State Appropriations
									Total Funding

University of Nebraska Quarterly Status Report
Board of Regents Approved Capital Construction Projects

As of September 30, 2022

OMAHA

Durham Science Center LB304 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	1	\$7,260	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	1	\$0	CM at Risk Selection	Total Project Cost:	\$35,000,000
Phase: Construction									% funds expended:	15%
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		TBD					CM at Risk Selection	Total Project Cost:	\$10,000,000
Phase: Schematic Design and CMR Selection									% funds expended:	0%
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		TBD					CM at Risk Selection	Total Project Cost:	\$5,000,000
Phase: Schematic Design and CMR Selection									% funds expended:	0%
Funding Source										
									State Funds LB384	\$5,000,000
									Total Funding	\$5,000,000

Lincoln, Nebraska
September 30, 2022

The Board of Regents of the University of Nebraska met on September 30, 2022, at 9:00 a.m. in the Ponderosa Room of the Nebraskan Student Union at the University of Nebraska at Kearney, 1013 West 27th Street, Kearney, 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 180).

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 September 22, 2022.

Regents present:

Timothy Clare, Vice Chair
Paul Kenney
Elizabeth O'Connor
Bob Phares, Chair
Jim Pillen
Rob Schafer
Jack Stark
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 – arrived at 9:21 a.m.

Regents not present:

Barbara Weitz – family medical emergency

University officials present:

Walter E. Carter, President
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
Heath M. Mello, Vice President for External Relations
Stacia L. Palser, Vice President and General Counsel

I. CALL TO ORDER

II. ROLL CALL

The Board convened at 9:01 a.m. Attendance is indicated above.

III. APPROVAL OF MINUTES AND RATIFICATIONS OF ACTIONS

Motion Moved by Kenney and seconded by Clare to approve the minutes and ratify the actions of the regularly scheduled meeting on August 11, 2022.

Action Student Opinion: Voting Aye: Kent, Saadi, and Drake. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Stark, and Clare. Motion carried.

Chair Phares announced the location of the Open Meeting Act in the Ponderosa Room.

IV. PRESENTATIONS

Chancellor Doug Kristensen shared an update on the University of Nebraska at Kearney.

Dean Larry Goosen shared an update on the Nebraska College of Technical Agriculture.

V. KUDOS

Regent Saadi presented a KUDOS award to Steve Grimsley, Office Associate in the Department of Facilities Management and Planning at the University of Nebraska at Kearney.

Regent Drake presented a KUDOS award to University Dining Services at the University of Nebraska-Lincoln.

Regent Kent presented a KUDOS award to Tara Rudebush, Researcher in the Department of Cellular and Integrative Physiology at the University of Nebraska Medical Center.

Regent Sims presented a KUDOS award to Karima Goodman, Administrative Associate in the Department of Teacher Education at University of Nebraska at Omaha.

VI. RESOLUTIONS

VII. HEARINGS

VIII. PRESIDENT'S REMARKS

President Carter addressed the Board on UNK and enrollment.

IX. PUBLIC COMMENT

William Aviles spoke on the topic of UNK faculty and staff salaries.

Greg Epp spoke on the topic of UNO's National Counterterrorism Innovation, Technology, and Education (NCITE) Center's webinar on "The Threat of Electoral Violence."

David Fulton spoke on the addendum to the lease and operating agreement at Pinnacle Bank Arena to allow alcohol sales for men's and women's basketball.

Chris Wagner submitted written testimony on the addendum to the lease and operating agreement at Pinnacle Bank Arena to allow alcohol sales for men's and women's basketball.

Chair Phares declared the opportunity for public comment closed.

X. UNIVERSITY CONSENT AGENDA

Motion Moved by Pillen and seconded by Schafer to approve all Consent items.

A. ACADEMIC AFFAIRS

University of Nebraska System

X-A-1 President's Personnel Recommendations

X-A-2 Approval to Award Degrees and Certificates for the 2022-2023 academic year and 2023 summer sessions at UNK

X-A-3 Approval to Award Degrees and Certificates for the 2022-2023 academic year and 2023 summer sessions at UNL

X-A-4 Approval to Award Degrees and Certificates for the 2022-2023 academic year and 2023 summer sessions at UNMC

X-A-5 Approval to Award Degrees and Certificates for the 2022-2023 academic year and 2023 summer sessions at UNO

X-A-6 Approval to Award Degrees and Certificates for the 2022-2023 academic year and 2023 summer sessions at NCTA

Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Phares, Pillen, Schafer, Stark, Clare, and Kenney. Motion carried.

XI. UNIVERSITY ADMINISTRATIVE AGENDA

B. BUSINESS AND FINANCE

University of Nebraska at Kearney

Motion Moved by Kent and seconded by Drake to approve item XI-B-1.

XI-B-1 Approval of Guaranteed Maximum Price Contract Amendment for Calvin T. Ryan Library Renovation at UNK

Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Phares, Pillen, Schafer, Stark, Clare, Kenney, and O'Connor. Motion carried.

Motion Moved by Clare and seconded by Saadi to approve items XI-B-2 and XI-B-3.

XI-B-2 Approval of Budget Increase for Warner Hall Renovation at UNK

- XI-B-3 Approval of Construction Contract for Warner Hall Renovation at UNK
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Pillen, Schafer, Stark, Clare, Kenney, O'Connor, and Phares. Motion carried.
- Motion Moved by Kenney and seconded by Drake to approve item XI-B-4.
- XI-B-4 Approval of Amendment to the Master Lease Agreement with the University Village Development Corporation of Kearney
- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Schafer, Stark, Clare, Kenney, O'Connor, Phares, and Pillen. Motion carried.
- Motion University of Nebraska-Lincoln
Moved by Schafer and seconded by Clare to approve item XI-B-5.
- XI-B-5 Approval of Multi-Media Rights Agreement with Playfly Sports Properties, LLC
- Action Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: Stark, Clare, Kenney, O'Connor, Phares, Pillen, and Schafer. Motion carried.
- Motion Moved by Schafer and seconded by Pillen to approve item XI-B-6.
- XI-B-6 Approval of Addendum to Lease and Operating Agreement at Pinnacle Bank Arena to allow alcohol sales for Men's and Women's Basketball
- Action Student Opinion: Voting Aye: Sims, Drake, Kent, and Saadi. Voting Aye: Clare, Kenney, O'Connor, Phares, Pillen, Schafer, and Stark. Motion carried.
- Motion Moved by Kenney and seconded by Clare to approve item XI-B-7.
- XI-B-7 Approval of Waiver to Board of Regents' Policy 6.3.7(6) and 6.3.6 for Memorial Stadium Improvement Project
- Action Student Opinion: Voting Aye: Drake, Kent, Saadi, and Sims. Voting Aye: Clare, Kenney, O'Connor, Phares, Pillen, Schafer, and Stark. Motion carried.
- Motion University of Nebraska Medical Center
Moved by Kent and seconded by Kenney to approve item XI-B-8.
- XI-B-8 Approval of Program Statement, Ground Lease, Condominium Declaration, and Covenants for the UNMC Innovation Hub at Catalyst Project
- Action Student Opinion: Voting Aye: Kent, Saadi, Sims, and Drake. Voting Aye: Kenney, O'Connor, Phares, Pillen, Schafer, Stark, and Clare. Motion carried.

C. REPORTS

- XI-C-1 Quarterly Personnel Report – Second Quarter 2022
- XI-C-2 Report on changes to the 2023-2024 and 2024-2025 Academic Calendars

- XI-C-3 Report on Periodic Review of Multi-Departmental Academic Centers for Research, Teaching, and/or Service
- XI-C-4 Report on Renaming the Research and Extension Centers as Research, Extension, and Education Centers at UNL
- XI-C-5 Report on Faculty Leaves of Absence
- XI-C-6 Report on Fall 2022 Enrollment
- XI-C-7 Report on revisions to rules and regulations for self-government organizations: University Libraries at UNL
- XI-C-8 Report on Moody's Bond Rating Affirmation
- XI-C-9 Report on Internal Lending Program: Approval of 25-year term on UNK New Fraternity and Sorority Life Housing
- XI-C-10 Intermediate Design Report on UNMC Innovation Hub
- XI-C-11 Intermediate Design Report on UNK Calvin T. Ryan Library Renovation
- XI-C-12 Report on Naming of "Friedman Law Research Instruction Room" at UNL
- XI-C-13 Report on Naming of "Acklie Family Student Commons" at UNL
- XI-C-14 Report on Naming of "Union Pacific Collaborative Center" at UNMC
- XI-C-15 Report on Gifts, Grants, and Bequests
- XI-C-16 Report on Bids and Contracts
- XI-C-17 Report on Quarterly Status of Capital Construction Projects
- XI-C-18 Semi-Annual Report on Licenses
- XI-C-19 Report on Deferred Maintenance Capital Plans

Chair Phares accepted the reports on behalf of the Board.

XII. ADDITIONAL BUSINESS

- Motion Moved by Clare and seconded by Stark that the Board go into closed session as authorized by Neb. Rev. Stat. § 84-1410 of the Revised Statutes of Nebraska for the protection of the public interest, and to prevent needless injury to the reputation of persons who have not requested a public hearing, for the purpose of holding a discussion limited to the following subject:
- Personnel matters involving members of the University staff.

Action

Student Opinion: Voting Aye: Saadi, Sims, Drake, and Kent. Voting Aye: O'Connor, Phares, Pillen, Schafer, Stark, Clare, and Kenney. Motion carried.

Chair Phares declared that the closed session would be strictly limited to a discussion of:

- Personnel matters involving members of the University staff.

The Board went into closed session at 11:04 a.m. The Board reconvened the open meeting at 11:35 a.m.

XIII.

ADJOURNMENT

There being no further business, the meeting was adjourned by Chair Phares at 11:36 a.m.

Respectfully submitted,

Philip J. Bakken
Corporation Secretary

Robert A. Phares
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, September 30, 2022, at 9:00 a.m. at the University of Nebraska at Kearney, Nebraskan Student Union, Ponderosa Room, 1013 West 27th Street, Kearney, Nebraska, 68849. A UNK campus map is available at: <https://www.unk.edu/campus-map/>.

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: September 22, 2022

Philip J. Bakken, Corporation Secretary
Board of Regents of the University of Nebraska

UNIVERSITY OF
Nebraska
System

Board of Regents

Varner Hall | 3835 Holdrege Street | Lincoln, NE 68583-0745 | 402.472.3906 | nebraska.edu